

# GS1 Switzerland Solution Partner Programme application

## GS1 Switzerland's Solution Partner Programme offers the following advantages:

- A Solution Partner logo which identifies your company as an expert partner of GS1 Switzerland
- Listing at [www.gs1.ch/solutionpartner](http://www.gs1.ch/solutionpartner) as an official Solution Partner of GS1 Switzerland, with company logo, brief profile of the company and contact details
- Free participation in exclusive GS1 Switzerland Solution Partner events
- Participation in GS1 Switzerland training courses and events at a reduced price
- News and network related to GS1 standards and processes
- Involvement in the development of relevant standards

## Which GS1 standards and/or projects do you support?\*

\* Compulsory - several fields possibles

GS1 Standards topic	Processes, projects
Data exchange (EDI)	Category and demand management
Data exchange (EPC/RFID)	Lean & Green
Data exchange (EPCIS/fTRACE)	Retail Solutions
Data capture (barcodes/labelling)	Supply Chain Management
Master data (GDSN/trustbox/SmartSearch)	Product identification
E-Invoice (EANCOM/GS1 XML/ZUGFeRD/swissDIGIN)	

Other (please specify):

## In which sectors are your services used?\*

Consumer goods/retail

Healthcare

Transport & logistics

Technical industries

Other (please specify):

**Company details:**

\* Mandatory

Company name\*:

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Street, No.\*:

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Postcode, town, country\*:

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No. of employees:

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Brief description\* (max. 160 characters):

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Range of services\* (max. 480 characters):

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Website\*:

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**Contact address:**

Contact\* (first name, surname):

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Street, No.\*:

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Postcode, town, country\*:

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E-mail address\*:

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Telephonenumber\*:

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Role\*:

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VAT No.\*:

UID No.\*:

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**Billing address (if different from contact address):**

Contact\* (first name, surname):

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Street, No.\*:

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Postcode, town, country\*:

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E-mail address\*:

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**GS1 Switzerland**

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# Terms and conditions of GS1 Switzerland's Solution Partner Programme

## Preamble

GS1 Switzerland is entered as an association in the commercial register. The registered office is in Berne, Switzerland (Commercial Register Office of the canton of Berne, UID CHE-112.294.866). GS1 Switzerland is a member of the International Global Standards Organisation, GS1, with registered office in Brussels, Belgium. The company has the following corporate bodies:

- General Meeting
- Executive Board
- Management Team.

## Aims and responsibilities

The primary aim of GS1 Switzerland Solution Partners is to implement GS1 standards, recommended processes and projects as well as jointly disseminate these in the market. Promote

The community is neither a company nor association. Unless otherwise agreed, participants do not enter into legal relationships with each other under this agreement. They only individually enter into a relationship with GS1 Switzerland.

GS1 Switzerland undertakes to deal fairly and transparently with the community. GS1 Switzerland will favour neither individual Solution Partners nor groups of Solution Partners over other participants.

## Criteria for participation

The basic requirement for participating is GS1 Switzerland membership, with or without System use.

Companies are eligible to participate if they provide products and services which support the above-mentioned objectives.

The Solution Partners are companies which have integrated GS1 standards, recommendations and projects in their own portfolio of services, support these, implement them in the market and make a contribution towards fulfilling the objectives or complement GS1 Switzerland's range of products and services.

In its application, each company indicates which areas of the GS1 Switzerland portfolio it supports. The company undertakes to provide proof thereof on request. Additional conditions may apply for access to certain projects.

Participation relates to 1 calendar year in each case.

GS1 Switzerland will decide on approving the application to participate. No limit is envisaged regarding the number of participants. True to its claim to neutrality, GS1 Switzerland presents as many Solution Partner solutions as possible and therefore expressly excludes partner exclusivity.

## Participants have the following rights:

For the duration of the Solution Partnership, participants have the following rights:

### Logo

- Participants receive GS1 Switzerland's Solution Partner logo for use in unchanged format
- The logo can be used to communicate participation in the Solution Partner community. However, at no time must the impression arise that the participant has been certified by GS1 Switzerland.

### Solution Partner platform

- Participants have the option of placing a basic entry at [www.gs1.ch/solutionpartner](http://www.gs1.ch/solutionpartner), presenting them as GS1 Switzerland Solution Partner with the logo (vector format), a brief description of the company and contact details.

### Sharing of knowledge

- Regular updates on adjustments to standards and committee developments;
- Active involvement of participants in working groups of GS1 Switzerland on relevant topics;
- Invitation to exclusive Solution Partner events as network meetings for joint activities and as update platform on current developments.

### Participant benefits

- 2 free half-day workshops on GS1 basic knowledge and strategic GS1 topics per sector
- 1 free participation in the GS1 Excellence Days practice day;
- Discount of CHF 1,000.00 on sponsorship services once per calendar year.

### Joint projects

- Opportunity to be involved in relevant pilot projects;
- Cooperation on GS1 Switzerland implementation campaigns.

Participation as a Solution Partner forms the basis for further partnership-based activities.

## Participants' obligations

All participants undertake to deal fairly and transparently with each other and with GS1 Switzerland.

Participants undertake to be proactive in shaping the partnership.

Participants agree vis-à-vis GS1 Switzerland to reflect standards, process recommendations and/or projects appropriately in their own products and support the practical implementation of such standards, process recommendations and/or projects as well as actively assist in the ongoing development of standards in cooperation with GS1 Switzerland and other relevant market partners.

The name 'GS1 Switzerland Solution Partner' may only be used in the registered participant's own business area

and only in line with the present terms and conditions.

Misuse of the name and/or logo may result in injunctive relief and/or claims for damages as well as participation being terminated by GS1 Switzerland.

Misuse of the rights and benefits arising from the Solution Partnership agreement (e.g. transfer of GCPs, sharing of confidential information etc.) may result in injunctive relief and/or claims for damages as well as participation being terminated by GS1 Switzerland.

Participants must undertake to send a person to the Solution Partner events of GS1 Switzerland at least once every two years, in order to guarantee continuity of knowledge.

In addition to the Solution Partner events, participants themselves obtain information about developments regarding GS1 standards. Proactive involvement in the development of standards is recommended and may mean that participants have the edge in terms of knowledge.

Each participant undertakes to pay to GS1 Switzerland the annual fee specified in the terms and conditions. The annual fee is due in advance upon receipt of the invoice.

### **Publication of participation**

The participant agrees that the name of the company, the information marked in the application and the logo are published in the Lean & Green Coach/Solution Partner network. Participants can request that GS1 Switzerland amend the data published at any time. Each participant is responsible for ensuring that the relevant information is up to date.

### **Marketing and data protection**

GS1 Switzerland has the right to regularly send offers and information about its products and services to participants via e-mail to the address(es) indicated if the Association received e-mail address(es) in connection with the Solution Partner application and when making products and services available. Offers are intended for integrating GS1 standards into the participants' company processes, so that participants are able to benefit from all the options and advantages GS1 standards provide. Participants may change their preferences regarding the use of e-mail address(es) at any time by sending a message to [info@gs1.ch](mailto:info@gs1.ch) or via the link provided in the newsletter sent by e-mail, without incurring costs other than the cost of transmission. Further information about data protection at GS1 Switzerland is available at [www.gs1.ch/home/internal-resources/datenschutz](http://www.gs1.ch/home/internal-resources/datenschutz).

### **Exclusion of liability**

GS1 Switzerland's liability is limited to the contractual obligations stipulated in these terms and conditions. In any case, GS1 Switzerland's liability is limited to wilful intent or gross negligence, and liability for slight negligence is excluded. Where permitted by law, indirect losses and consequential losses, loss of profit, production downtime or loss of use, additional expenses and third party claims are also excluded.

### **Participation fee**

The participation fee is CHF 2,500.00 p.a. excl. VAT. The invoice for the first year of participation is issued and due upon approval of the application to participate. If participation started during the year, the invoice for the participation fee is issued pro rata. In subsequent years, the participation fee is due in advance upon receipt of the invoice. Payment is due within 30 days of the invoice date.

### **Amendments to the terms and conditions**

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GS1 Switzerland has the right to amend the terms and conditions at any time. Amendments to the terms and conditions resolved by GS1 Switzerland must be communicated to participants by e-mail in advance. By paying the next annual participation fee, the participant agrees to the amended terms and conditions.

### **Terminating the participation**

Participants may terminate their participation in writing by giving three months' notice to the year-end. Termination is effective from the 'received' date stamp at GS1 Switzerland.

Upon termination, participants undertake to no longer use the rights granted to them by GS1 Switzerland on the basis of these terms and conditions, in particular the GS1 Switzerland Solution Partner name and logo. Any continuing misuse, i.e. if a former participant deliberately ignores the above rule, makes the participant liable for all damages arising to GS1 Switzerland, including claims against GS1 Switzerland. Furthermore, the participant undertakes to pay a contractual penalty of CHF 10,000.00 if it continues to use the logo following termination of his participation. Payment of the contractual penalty does not release the participant from fulfilling the present obligations in full.

In the event that GS1 Switzerland discontinues the Solution Partnership Programme, the Association will advise participants by giving six months' advance notice with effect to the end of the calendar year (including via e-mail as permitted by law).

Termination of the agreement for good cause remains unaffected.

### **Applicable law, place of performance and jurisdiction**

The agreement is exclusively governed by Swiss law. The place of performance and jurisdiction is the registered office of GS1 Switzerland, where permitted by law.

### **Severability**

If individual conditions are or become invalid or impracticable, in part or in whole, this will not affect the validity of the remaining conditions. The parties undertake to replace the invalid or impracticable condition with a rule which comes as close as possible to the commercial intent of the condition which ceases to apply.

# Addendum - Lean & Green terms and conditions

## Introduction

GS1 Switzerland is the licensee of the Lean & Green Switzerland initiative. Participants are awarded the Lean & Green Award following a successful check by GS1 Switzerland and the Lean & Green Star once an audit has been successfully completed by a separately instructed certification office.

The aim of the initiative is to reduce greenhouse gas emissions related to the logistics processes of participating companies by a minimum of 20% within a maximum of five years. The targets and measures taken to reduce CO2 emissions are documented in an action plan in each case. Up-to-date templates for preparing the action plan are available on the web pages of the initiative at [www.gs1.ch/leanandgreen](http://www.gs1.ch/leanandgreen).

## Overview of additional services

- Listing in the Lean & Green Coach/Solution Partner network;
- Use of the Lean & Green logo at national level in combination with the addition 'Coach'. The impression must not arise that the company is a national licensee or active participant in the initiative with its own action plan;
- Free attendance for 2 people at the Lean & Green community event;
- Update platform and network;
- Regular exchange with GS1 experts.

GS1 Switzerland coaches and Solution Partners of Lean & Green Switzerland support initiative participants at national level. The following terms and conditions apply:

## Lean & Green Coach

The participating company ('participant') may request the help of a coach when preparing the action plan and/or separately appoint a coach, without the involvement of GS1 Switzerland. Lean & Green Coaches are authorised to act as official coaches under the Lean & Green Programme and support participants during the Lean & Green certification procedure, in particular when setting up CO2 measurement and calculation systems, identifying appropriate measures to reduce emissions and preparing the action plan.

## Requirements for the role of coach

- Must be familiar with the content of the criteria specified by GS1 Switzerland for a Lean & Green action plan and with Lean & Green processes;
- If required, active participation in Lean & Green Switzerland events where coaches, Solution Partners and participants share information;
- Extensive knowledge and expertise in the area of consultancy on sustainability in logistics, acquired over a period of more than 3 years; proof thereof is to be provided to GS1 Switzerland. The expertise gained by Lean & Green participants is sufficient proof in this respect.

### GS1 Switzerland

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## Lean & Green Tools

Participants may request the help of a Lean & Green Solution Partner to implement the measures of the action plan and/or separately appoint a partner, without the involvement of GS1 Switzerland. Lean & Green tool providers are authorised to support participants during the Lean & Green certification procedure as part of the Lean & Green Programme, in particular when implementing appropriate measures to reduce CO2 emissions.

### Requirements for the role of tool provider

Providers promote the reduction of greenhouse gas emissions in transportation logistics and/or warehousing with their product. This includes, for example, approaches which contribute to reducing the fuel consumption of vehicles, the number of journeys and the distance to be covered.

### Proof and criteria for inclusion as a Lean & Green tool provider

With regard to Lean & Green tools, proof must be available that they reduce greenhouse gas emissions. Providers must be able to demonstrate to their business customers the reduction in the carbon footprint achieved with the relevant tool. The calculation and basic assumptions for this purpose must be disclosed to GS1 Switzerland. For the application, each Solution Partner must provide details of two customer projects implemented as proof. GS1 Switzerland has the right to contact the referees (customers) indicated and ask about their experiences.

Use of the tool is agreed by the Lean & Green participant and the Lean & Green Solution Partner, independently of GS1 Switzerland.