

# SUPPLIER CODE OF CONDUCT

## I. PREAMBLE

Western University (the “University”) is committed to sourcing in an ethical, legally compliant, and socially responsible manner. The University expects its suppliers to adhere to equivalent standards.

The University’s Supplier Code of Conduct (“SCoC”) sets out the minimum ethical standards and business conduct for service providers including subcontractors, consultants, manufacturers, fabricators, distributors, licensees, or any entity that provides the University with goods or services (individually, a “supplier” and collectively, the “suppliers”).

## II. SCOPE

The University expects all its suppliers to affirm their compliance with the standards in this SCoC and ensure the standards are being upheld by any of their subcontractors.

The direct supplier’s subcontractors, manufacturers, and/or sources of goods shall comply with all the same standards stated in the SCoC.

## III. STANDARDS

### 1. Forced Labour

- a) There shall be no use of forced labour, including prison labour, indentured labour, bonded labour, or other forms of forced labour.
- b) Suppliers shall not retain employees’ identity papers or passports.
- c) All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

### 2. Child Labour

- a) No persons shall be employed under the age of 15 or younger than the age for completing compulsory education in the country of manufacture, whichever is higher.
- b) Workers under the age of 18 shall not perform hazardous work that is likely to jeopardize the health or safety of young workers.

### 3. Employee Treatment, Harassment and Abuse

- a) The supplier’s workers shall be treated with respect and dignity.
- b) The supplier’s disciplinary policies and procedures shall be clearly defined and communicated to workers before application.
- c) There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

### 4. Occupational Health and Safety

- a) The supplier shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, or linked with, or occurring in the course of work or because of the operation of the supplier’s facilities.
- b) Workers shall be given health and safety training.
- c) Workers shall have basic amenities like access to clean washroom facilities, and potable water.

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### 5. Freedom of Association and Collective Bargaining

- a) The supplier shall recognize and respect the right of workers to freedom of association and collective bargaining.
- b) Workers and employers shall have the right to establish and join labour organizations of their own choosing and elect their representatives, for the purpose of furthering and defending the interests of workers or of employers.

### 6. Wages and Benefits

- a) The supplier shall pay all workers at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract.
- b) Deductions from wages in a disciplinary manner shall not be permitted and payment shall occur in a timely manner with pay stub or similar documentation.

### 7. Hours of Work

- a) The supplier shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed.
- b) The regular work week shall not exceed 48 hours.
- c) Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period.

### 8. Overtime Compensation

The supplier shall compensate all workers for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

### 9. Anti-Corruption Business Practices and Bribery

- a) The supplier shall not, directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of corruptly causing the government official to improperly act or use his or her influence in obtaining or retaining any business.
- b) The supplier shall not, directly, or indirectly, pay, give, offer, or promise anything of value to the University to secure any improper advantage for the University or the supplier.

### 10. Discrimination, Accommodation and Accessibility

- a) The supplier shall ensure no person is subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement.
- b) Workers shall not be discriminated against based on race, color, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status or marital status.
- c) Suppliers shall strive for accessibility and comprehensive disability accommodation, including but not limited to, necessary workplace accommodations for workers and ensuring accessible goods, services, and facilities.

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### 11. Environmental Responsibility

- a) The supplier shall take responsibility to reduce the negative environmental impact of their products and services as well as their overall operations or 'in-house' practices based on leading industry practices and according to the local and international laws and regulations.
- b) Suppliers must not be in violation of any national or provincial environmental regulations.

### 12. University's Non-Discrimination, Harassment and Sexual Misconduct Policy

Suppliers are expected to adhere to the [University's Non-Discrimination, Harassment and Sexual Misconduct Policy](#) which prohibits harassment, discrimination, and sexual harassment towards a member of the University community.

## IV. COMPLIANCE, DISCLOSURE AND TERMINATION

Each supplier must comply with this SCoC and all laws generally applicable to the supplier in the region in which it operates. Stated compliance with all provisions set out in this SCoC will proclaim that the supplier is compliant with the core labour conventions of the International Labour Organization (ILO) and other applicable national and local regulations in the region.

The University reserves the right to audit suppliers and request proof of compliance to ensure compliance with applicable laws and this SCoC. Suppliers must maintain current and sufficiently detailed records to substantiate their compliance with all applicable laws and this SCoC and the University may request that compliance is independently verified at the supplier's expense. The University may require that suppliers provide details on factory and production facility locations of suppliers and subcontractors and may make this information publicly available (i.e. annual reports, web site postings, etc.).

Upon receiving notice of a potential violation of this SCoC, the University may conduct appropriate due diligence to assess and verify the concern. Where a potential violation of this SCoC is confirmed, the University will issue a written notice to the Supplier outlining the specific noncompliance and required corrective actions. The University reserves the right to terminate a business relationship with a supplier (i) who is not responsive to reasonable requests to address concerns around workplace practices; (ii) who is not compliant with applicable laws or this SCoC; or (iii) who fails to submit or implement an adequate corrective action plan within thirty (30) days of receiving written notice from the University.

## V. REMEDIATION

The University believes in cooperation and is willing to work with its suppliers to improve performance where necessary. Suppliers are expected to:

1. Implement procedures that allow workers to raise and address noncompliance and workplace grievances confidentially, anonymously, and/or directly, without fear of reprisal or retaliation and promptly respond to worker concerns.
2. Prepare, submit, and begin implementing a corrective action plan within thirty (30) days of receiving a written notice, in order to resolve the noncompliance, mitigate any negative operational impacts, and address any outstanding findings in collaboration with the University.

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### Signatories

The person signing this Form (i) certifies that they are a duly authorized representative of the Proponent with the authority to sign this acknowledgment and (ii) on behalf of the Proponent and without personal liability, acknowledges and agrees that the Proponent has read and understood all of the standards set out in the Supplier Code of Conduct above.

☐ Yes, we have read and understood all the above expectations.

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Company Name

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Name and Title of Authorized Representative

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Date (MM-DD-YYYY)

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Signature