



Newcastle University

SUPPLIER CODE OF CONDUCT

Our overall aim is to develop an approach to procurement and management of the supply chain that provides value for money whilst delivering greater social, environmental and economic benefits to support and contribute to the University's [Vision and Strategy](#), and the United Nation's Sustainable Development Goals:



We don't expect suppliers to be perfect before they begin working with the University, but we do expect commitment, direct involvement and improvement over time. The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this code address the same subject, to apply that provision which affords the greater protection.

As such we encourage all our suppliers to have or develop appropriate systems and controls to abide by our Supplier Code of Conduct and ensure the following requirements are satisfied:

1. Employment and Welfare Standards

These standards are based upon:

- The [ETI Base Code](#). The Code is widely acknowledged as a model code of labour practice, and is derived from the Conventions of the International Labour Organisation (ILO).
- The Supply Chain Code of Conduct developed by the APUC's Sustain Project.

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| 1.1 Employment is freely chosen | 1.1a There is no forced, bonded or involuntary prison labour.
1.1b Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.
1.1c Recruitment fees, if applicable, are always borne by the employer only. |
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1.2 Freedom of association and the right to collective bargaining are respected	<p>1.2a Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.</p> <p>1.2b The employer adopts an open attitude towards the activities of trade unions and their organisational activities.</p> <p>1.2c Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.</p> <p>1.2d Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.</p>
1.3 Working conditions are safe and hygienic	<p>1.3a A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health (including any mental health issues affecting workers) arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.</p> <p>1.3b Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.</p> <p>1.3c All equipment must be safe for use and processes must allow a safe working environment. Workers must receive training (which must be mandatory to attend and be in a language they can understand) in safe operation of all equipment and tools, which must be provided ongoing as frequently as required to remain effective.</p> <p>1.3d The Supplier must endeavour to eliminate (in the first instance) or reduce the threat to worker health from all hazards, including any hazardous chemical agents used in manufacturing and/or supply chain activities and provide mandatory training (in a language they can understand) in the safe use of any harmful chemicals.</p> <p>1.3e All personal protective equipment necessary to ensure the health and safety of workers carrying out the tasks must be provided free of charge by the employer.</p> <p>1.3f Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.</p> <p>1.3g Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.</p> <p>1.3h The company observing the code shall assign responsibility for health and safety to a senior management representative.</p>

1.4 Support the effective abolition of child labour.

1.4a There shall be no new recruitment of child labour.

1.4b Where any child is found to be engaged in or performing child labour, to provide support for that child to enable them to complete, as a minimum, their compulsory education (even if they shall cease to be involved in child labour), or an equivalent education level, as provided for under the UN Covenant on Economic, Social and Cultural Rights.

(“child” and “child labour” as defined by the ILO)

Such support by the supplier should recognise and not prove detrimental to the conditions of the child or those that their work supports.

1.4c Children and young persons under 18 shall not be employed at night or in hazardous conditions.

1.4d Relevant policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 Living wages are paid

1.5a The University is an accredited Living Wage Employer. If considered appropriate to the contract, and to the extent permitted by national and other applicable laws, suppliers shall be expected to pay all workers in the UK aged 18 or over, providing a service to or on behalf of the University, not less than the UK Real Living Wage for the relevant region for the proportion of time representative of the time they will generally provide the service to or on behalf of the University. This will be agreed at the point of tendering or contract award.

1.5b All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5c Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 Working hours are not excessive

1.6a Working hours must comply with national laws, collective agreements, and the provisions of 1.6b to 1.6f below, whichever affords the greater protection for workers.

Sub-clauses 1.6b to 1.6f are based on international labour standards.

1.6b Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.*

1.6c All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the

workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

1.6d The total hours worked in any seven day period shall not exceed 60 hours, except where covered by clause 1.6e below.

1.6e Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- this is allowed by national law;
- this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- appropriate safeguards are taken to protect the workers' health and safety; and
- the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

1.6f Workers shall be provided with at least one day off in every seven day period or, where allowed by national law, two days off in every 14 day period.

* International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

1.7 No discrimination is practised

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion or belief, age, disability, gender identity or gender reassignment, marital or civil partnership status, pregnancy and maternity, sex, sexual orientation, union membership or political affiliation.

As per the UK Equality Act 2010, race can mean an individual's colour, or their nationality (including their citizenship). It can also mean their ethnic or national origins, which may not be the same as their current nationality.

1.8 Regular employment is provided

1.8a To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8b Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be

avoided through the excessive use of fixed-term contracts of employment.

1.9 No harsh or inhumane treatment is allowed

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

2. Social Justice

Newcastle University is committed to social justice in all that we do: <https://www.ncl.ac.uk/who-we-are/social-justice/>

We are dedicated to working together to create a fairer and more just society. We aspire to work with suppliers, of all sizes, that can demonstrate the same commitment.

2.1 Modern Slavery

The University is committed to better understand our supply chains and working towards greater transparency and responsibility towards people working in them. Our suppliers are required to observe the spirit of the Modern Slavery Act 2015.

Suppliers shall:

2.1a implement due diligence procedures for its sub-contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains.

2.1b respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the University from time to time and shall ensure that its responses to all such questionnaires are complete and accurate.

2.1c prepare and deliver to the University each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business.

2.1d maintain a complete set of records to trace the supply chain of all goods and services provided to the University regarding the Contract. Suppliers must be prepared to provide to us the names and geographical locations of their own suppliers, to the extent that these are the source of products supplied to us.

2.1e implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015.

2.1f notify the University as soon as it becomes aware of:

- any breach, or potential breach, of the University's Supplier Code of Conduct; or
- any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

2.1g Suppliers must permit any of the University's staff, consultants acting on its behalf, or similar to inspect the Supplier's premises and interact with workers without notice at any reasonable time. The Supplier must co-operate with any such inspection and notify the University of the outcome of an equivalent visit by a party not associated with the University.

2.2 Equality, Diversity and Inclusion (EDI)

The University is an inclusive community where we want everyone to be treated with dignity and respect. We value individual differences, and we want to ensure that no-one is at a disadvantage because of who they are. We believe that EDI is a collective responsibility, and everyone's business. By addressing EDI issues and challenges, everyone benefits, whether through a more inclusive and accessible learning environment, a positive culture that values all staff and students or through the enriched interactions we are having with those we partner with. Our commitment to diversity extends beyond our compliance duties under the Equality Act and Public Sector Equality Duty.

If considered appropriate to the contract, and to the extent permitted by national and other applicable laws, suppliers shall be expected to support and contribute to the University's EDI strategy and objectives:

<https://www.ncl.ac.uk/who-we-are/equality/>.

This will be agreed at the point of tendering or contract award.

2.3 Fairtrade

The University is committed to buying, supporting, using and promoting Fairtrade goods wherever possible in keeping with its Fairtrade status. Suppliers are expected to support this commitment wherever possible.

3. Sustainability

Suppliers should approach sustainability as a process of continuous improvement, and look to realise the positive sustainability benefits and manage the negative sustainability impacts relevant to their core business activities over the lifespan of contracts with the University.

3.1 Environment

The University has recognised a climate emergency and aims to achieve net-zero carbon dioxide emissions by 2040.

3.1a Suppliers are expected to have or develop clear plans and actions to:

- measure and monitor its environmental impacts.
- look to develop/innovate more environmentally friendly products/service solutions, taking

- manufacture, use and disposal into consideration, and including the possibility of circular supply chains.
- effectively reduce identified environmental impacts (e.g. recycling, single use packaging, general plastic usage, energy efficiency measures) year on year.
- adopt or work towards internationally recognised environmental standards and/or behaviours.

3.1b Suppliers are expected to have or develop clear plans and actions to address the climate emergency for areas of their responsibility and influence (across their operations and in their supply chains) in place and published with specific, meaningful levels of carbon reduction achievement (scopes 1, 2 and 3) defined in incremental steps over the lifespan of contracts with the University to work towards their carbon dioxide emissions being net-zero by 2040 or earlier.

3.2 Social Value

The University is one of the biggest spenders and employers in our city region, and wishes to maximise its social value through its supply chains when procuring major services.

We aspire to work with suppliers, of all sizes, that can support the University's objectives and help measure and maximise the social value. The opportunities can include:

- COVID-19 recovery
 - Helping local communities to manage and recover from the impact of COVID-19.
Activities that, in the delivery of the contract:
 - Create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.
 - Support people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding.
 - Support organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services.
 - Support the physical and mental health of people affected by COVID-19, including reducing the demand on health and care services.
 - Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions
- Tackling economic inequality
 - Creating new businesses, new jobs and new skills.
Activities that, in the delivery of the contract:

- Create opportunities for entrepreneurship and help new, small organisations to grow, supporting economic growth and business creation.

- Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas.

- Create employment and training opportunities, particularly for people in industries with known skills shortages or in high growth sectors.

- Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

- Influence staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.

- o Increasing supply chain resilience and capacity.

Activities that:

- Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.

- Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.

- Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

- Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.

- Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.

- Influence staff, suppliers, customers and communities through the delivery of the contract to support resilience and capacity in the supply chain.

- Fighting climate change

- o Effective stewardship of the environment.

Activities that:

- Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

- Influence staff, suppliers, customers and communities through the delivery of the

contract to support environmental protection and improvement.

- Equal opportunity
 - Reducing the disability employment gap.
Activities that:
 - Demonstrate action to increase the representation of disabled people in the contract workforce.
 - Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.
 - Influence staff, suppliers, customers and communities through the delivery of the contract to support disabled people.
 - Tackling workforce inequality
Activities that:
 - Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
 - Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.
 - Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.
- Wellbeing
 - Improving health and wellbeing
Activities that:
 - Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce.
 - Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.
 - Improve community integration
Activities that:
 - Demonstrate collaboration with users and communities in the co-design and delivery of the contract to support strong integrated communities.
 - Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities

Objectives and measures, in relevant contracts, will be agreed at the point of tendering or contract award.

3.3 Engagement

Suppliers are expected to complete the NETpositive Supplier Engagement Tool provided by the University. The Tool enables suppliers to create a simple, free sustainability action plan for their business. We will use this tool with awarded suppliers to support our sustainable procurement activity, and inform ongoing contract management discussions.

4. Ethics

The University is committed to sound corporate governance and supports the Nolan Committee's "seven principles of public life" for the conduct of its affairs, namely: selflessness, integrity, objectivity, accountability, openness, honesty and leadership.

4.1 Conflicts of interest must be avoided or managed

Suppliers must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work with the University. They should not act or take decisions in order to gain financial or other material benefits for themselves, relatives, friends and close associates, other than payment from the University for the services they are contracted for. They must declare any conflicts of interest and manage the conflict to the benefit of the University.

4.2 Offers of gifts and hospitality should be avoided

4.2a No gifts or hospitality shall be given or promised that could create suspicion of an intention to influence business transactions with the University, or give the impression that individuals have been or may have been influenced in exercising their University duties.

4.2b A modest degree of hospitality or gift in keeping with a normal business relationship may be offered, e.g. refreshments or a working lunch when visiting suppliers' premises, but should not be of a value over £100 and must not be cash.

4.3 Suppliers are expected to act with respect and integrity in their dealings and contracts with their suppliers.

Suppliers shall:

4.3a Not be involved in any way with acts of corruption or bribery, or support acts of violence or terrorism or abuse of individual people or communities.

4.3b Not force unsustainable or unfair contract terms on their suppliers, or throughout their supply chain, nor allow unfair exploitation of a dominant market or customer position.

4.3c Support fair trade conditions for producers, where applicable.

The University reserves the right to request details of how you comply with this Supplier Code of Conduct and expects you to apply the principles of the Code with your supply chains.