



## **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 the University's [role as a civic university](#) and contribute to the University's [strategic objectives](#).

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**

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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).

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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. |
| 1.2 Freedom of association and the right to collective bargaining are respected | 1.2a Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.                            |
|   | 1.2b The employer adopts an open attitude towards the activities of trade unions and their organisational activities.  |
|   | 1.2c Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.                     |
|   | 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.

1.3 Working conditions are safe and hygienic

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 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.

1.3b Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

1.3c Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

1.3d Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

1.3e The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 Child labour shall not be used

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

1.4b Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child;

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

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

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

1.5 Living wages are paid

1.5a Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

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, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

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. Modern Slavery**

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Newcastle University is committed to better understand our supply chains and working towards greater transparency and responsibility towards people working in them in accordance with our policy of observing the spirit of the Modern Slavery Act 2015

2.1 Our suppliers are required to observe the spirit of the Modern Slavery Act 2015

2.1a Suppliers must ensure they are not directly engaged in slavery, servitude, forced and compulsory labour or human trafficking.

2.1b Suppliers must take steps they consider reasonable and proportionate, having regard to the nature of their business, to identify potential high and medium risks of slavery, servitude, forced and compulsory labour or human trafficking in their supply chains. To the extent it is commercially practicable suppliers should use their buying power to influence their suppliers from such prohibited activities.

2.1c 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.

2.1d 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.

## **3. Sustainability**

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3.1 We expect our suppliers to collaborate with us in the achievement of our sustainability objectives.

3.1a 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.

3.1b 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**

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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.

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.