

# University of Victoria Supplier Code of Conduct

## **Purpose**

The 2018 Strategic Framework “defines UVic’s role in creating a strong, healthy future for our students and for our local and global communities... To meet the challenges and opportunities of globalization and the social, environmental and technological change faced by our students, communities and university, we must align our efforts and focus our activities.”

UVic is committed to becoming “a global leader in environmental, social and institutional sustainability through our research, academic programs, campus operations, and the impact and influence of our students, faculty, staff and alumni.”

This Supplier Code of Conduct (SCoC) is intended to support that commitment, and aligns with triple-bottom-line procurement goals identified in UVic’s Sustainability Action Plan.

The SCoC also aligns with the International Labour Organization’s *Declarations on Fundamental Principles and Rights of Work*, the United Nation’s Sustainable Development Goals, and the *United Nations Convention on the Rights of the Child*.

## **Scope**

The SCoC applies to all Suppliers who provide goods or services to the University of Victoria, as well as their Subcontractors. It establishes the minimum ethical, social, and environmental standards expected of UVic Suppliers. Additional requirements may be described in individual contracts executed with UVic.

UVic expects Suppliers to strive to exceed both international and industry best practices. UVic also expects that its Suppliers encourage and work with their own suppliers and Subcontractors to ensure that they also strive to meet the principles of this Code of Conduct.

UVic recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly. UVic believes in cooperation and is willing to work with its Suppliers to improve practices where necessary.

A Supplier’s failure to adhere to the provisions of this SCoC may be a breach of contract and could result in termination of the contract.

It is preferred, but not mandatory, that Suppliers exceed these Code of Conduct provisions.



## Definitions

For the purposes of this Code of Conduct:

**“Conflict of Interest”** means that the Supplier or its representative, in the performance of the agreement with UVic and outside the terms of such agreement, has an actual or apparent opportunity to improperly further their private interests or those of their relatives or friends or to improperly further another person’s private interests;

**“Subcontractor”** means contractors and service providers contracted to supply goods or services to UVic Suppliers;

**“Supplier”** means all persons or entities, including contractors, consultants, and business associates, contracted to supply goods or services to UVic and includes Subcontractors; and

**“Supplier Code of Conduct”** means this document in its entirety;

**“UVic”** means the University of Victoria.

## Code of Conduct

### 1. Law

- a. Suppliers will comply with international, national, and local laws relevant to the location of work and manufacture.
- b. Where the provisions of applicable laws and this Code of Conduct address the same issue, the provisions that are most stringent shall apply.

### 2. Child Labour

Suppliers will:

- a. not employ people under the age of 15 (or 14 where the International Labour Organization exemption for developing countries applies); and
- b. if a child must be displaced to comply with laws and this Code of Conduct, offer adult family members of that child a position to maintain family earnings.
- c. ensure that employees under the age of eighteen (18) shall not perform hazardous work that may jeopardize their health, safety or morals. Hazardous work includes, but is not limited to, work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and tools, work that involves the manual handling or transport of heavy loads; night work and long hours of work.

### 3. Forced Labour

Suppliers will:

- a. not use forced, illegal, or prison labour, including indentured or bonded labour, or any form of compulsory labour to manufacture products.
- b. Suppliers and their subcontractors shall ensure that recruitment of employees, whether directly or indirectly, complies with applicable laws and regulations. Employees shall not pay any fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed on to the employees.
- c. Suppliers and their subcontractors shall not retain employees identity papers or passports



#### **4. Disciplinary Practices**

Suppliers will:

- a. treat workers with respect and dignity. No employee of the Supplier shall be subject to any form of physical, sexual, psychological, or verbal harassment or abuse in their employment; and
- b. ensure workers are free to express their concerns about workplace conditions without fear of retribution. Workers should have access to a formal avenue to express concerns directly to the Supplier representatives.

#### **5. Freedom of Association**

Suppliers will:

- a. recognize and respect that workers have the right to form or join trade unions of their own choosing and to bargain collectively;
- b. comply with local successorship labour laws when transitioning to or between contracted service providers.

#### **6. Wages and Benefits**

Suppliers will:

- a. pay employees at least the minimum wage required by local employment standards or law;
- b. provide legally mandated benefits;
- c. pay workers directly; and
- d. provide workers with clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.

#### **7. Hours of Work**

Suppliers will:

- a. ensure regular working hours do not exceed applicable employment standards or law;
- b. ensure that overtime hours are compensated according to the applicable employment standards or law; and
- c. provide workers with scheduled days off in conformity with applicable employment standards or law.

#### **8. Discrimination**

Suppliers will:

- a. consider employees for positions on the basis of their qualifications and abilities;
- b. ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their pregnancy; and
- c. not discriminate through any means, including publicity, hiring practices, or any term or condition of employment, on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age, or because that person has been convicted of a criminal or summary criminal offence that is unrelated to the employment or the intended employment of that person, except for reasons of bona fide occupational requirements.

For the purposes of this section, age means an age of 19 years or more.



## **9. Health and Safety**

Suppliers will:

- a. provide a safe and healthy working environment that meets applicable workplace safety standards, including ILO standards ratified in the country of manufacture;
- b. provide employees with health and safety training appropriate for their industry; and
- c. ensure that any living facilities provided for personnel are safe, clean, and meet the basic needs of personnel.

## **10. Environmental Commitment**

Suppliers will:

- a. ensure all waste materials, as a by-product of production, are treated and disposed of properly in an environmentally responsible manner;
- b. seek out leading industry practices aimed at conserving natural biodiversity, resources, and spaces; reducing carbon emissions and habitat loss; and increasing recycled content; and
- c. obey land use agreements, including without limitation those preserving wild spaces and indigenous use.

## **11. Animal Welfare**

Suppliers will:

- a. not willfully harm animals unless consistent with regular and acceptable research or farming practices; and
- b. prevent undue suffering of animals during loading, transport, and slaughtering of livestock.

## **12. Intellectual Property, Confidentiality, and Privacy**

Suppliers will:

- a. be aware of and compliant with all applicable laws and regulations regarding intellectual property, confidentiality, and privacy.

## **13. Conflict of Interest**

Suppliers will:

- a. avoid any actual, potential, or perceived Conflicts of Interest. Among other things, this means Suppliers will:
- b. not deal directly with any UVic employee who holds a significant financial interest in the Supplier, or whose spouse, domestic partner, or other relative, holds a significant financial interest in the Supplier;
- c. exclude from the bidding and negotiation process any personnel employed by the Supplier who have a family member employed by UVic in a UVic department directly involved in the procurement;
- d. exclude from the bidding and negotiation process any personnel employed by the Supplier who have been employed by UVic in the previous 5 years in a department directly involved in the procurement; and
- e. disclose and declare any actual, potential, or perceived Conflicts of Interest that cannot be avoided.

#### **14. Gifts and Hospitality**

Suppliers will:

- a. not attempt to secure preferential treatment by UVic by offering gifts, entertainment, or benefits to UVic faculty or staff. Reasonable gifts, entertainment, or benefits common to business relationships are acceptable.

#### **15. Representation**

Suppliers will:

- a. not speak on behalf of UVic or as UVic's representatives unless specifically contracted to do so.

#### **Accountability**

UVic may require that Suppliers provide details on factory and production facility locations of Suppliers and Subcontractors, and may make this information publically available.

UVic reserves the right to:

1. investigate any Supplier who, to UVic's knowledge or belief, based on information deemed reliable by UVic, has breached any of the terms of this Supplier Code of Conduct. The Supplier will cooperate fully with such an investigation;
2. request proof of compliance with this SCoC;
3. use independent third parties to verify compliance where appropriate; and
4. terminate a contract with any Supplier found by UVic to be non-compliant with this Code of Conduct.

Suppliers must notify UVic immediately if they have:

1. been in breach of any provisions enclosed in this Code of Conduct; or
2. been in breach of any applicable laws or regulations.

**Prepared by: University of Victoria, Purchasing Services  
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