



UNIVERSITY OF STRATHCLYDE

Supplier Code of Conduct

The University of Strathclyde

Established by Royal Charter in 1964, the University of Strathclyde (hereafter the “University”) is a charitable body, registered in Scotland, with registration number SC015263.

The University of Strathclyde’s Strategic Plan 2020-2025 builds on our collective achievements over recent years in realising our vision of Strathclyde as a leading international technological university that makes a positive difference to the world.

The University’s values capture our ethos: who we are, what we believe in and what we stand for. Our values set out how we conduct ourselves, how we expect to be treated as part of Strathclyde and how we engage with our partners.

In delivering our Strategic Plan, we will act and make decisions guided by these values:

People-oriented	Committed to our staff and students, providing opportunities and investing in their development.
Bold	Confident and challenging about what we do, and supportive of appropriate and managed risk in our decision-making.
Innovative	Focused on discovering and applying knowledge with impact, and encouraging creative thinking and new ideas.
Collaborative	Working together, internally and externally, with integrity and in an open, respectful way.
Ambitious	For our institution, staff and students as well as supporting the ambitions of our partner.

The Supplier Code of Conduct contains four policies adopted by the University, which all potential suppliers are required to agree that their organisation will maintain as a minimum or has a policy equivalent to or greater than, the standards laid out in all four sections of this document in order to be considered by the University.

These policies are:

- **Section One - Modern Slavery and Human Trafficking**
- **Section Two – Sustain Supply Chain Code of Conduct**
- **Section Three - Equalities**
- **Section Four - Fair Work First**

As part of all tendering activities, all Tenderers are required to review this document and, within section five, provide written acceptance that their organisation will maintain the minimum standards of the policies contained within.

Failure to accept the terms in full may lead to your bid being deemed non-compliant.

Section One - Modern Slavery and Human Trafficking

Introduction

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

The University recognises that it has a responsibility to take a robust approach to slavery and human trafficking. This statement sets out the University's actions and commitment to understanding potential Modern Slavery risks related to procurement activity, and to minimise the risk of slavery and human trafficking in the supply chain.

The University has a zero tolerance policy in relation to modern slavery and human trafficking. We are committed to conducting all business dealings and relationships in an ethical and transparent manner, and to implementing and enforcing effective systems and checks to ensure the University is not contributing to modern slavery in any way.

Statement and Commitment

The University is committed to ensuring that modern slavery and human trafficking is not taking place in any part of its operation within the University and its supply chain.

We are committed to protecting and respecting human rights across the University's activities, and will take reasonable and appropriate steps to influence others to ensure slavery and human trafficking is not taking place, where it is possible to do so.

Procurement Support for the Modern Slavery Act 2015

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Measures included within the [Public Contracts \(Scotland\) Regulations 2015](#) are embedded in all of our procurement activities and relevant Scottish Procurement Policy Notes are circulated to relevant staff and implemented where required.

Suppliers are encouraged to utilise the [APUC Sustain Supply Chain Management tool](#), where they can provide details of measures they take in relation to modern slavery in their supply chain.

The University has inserted a clause within its General Terms and Conditions in relation to Modern Slavery. This outlines the obligations of the supplier in contracting with the University. It extends to due diligence procedures being in place for sub-contractors to that supplier. It references the requirement for suppliers to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes (including the Modern Slavery Act 2015). The University reserves the right to terminate and seek recompense for any contract where the supplier is found to be in breach of anti-slavery and human trafficking laws.

Access here: [The University's Full Modern Slavery Statement](#)

Section Two – Sustain Supply Chain Code of Conduct

We are committed to carrying out procurement activities in an environmentally, socially, ethically and economically responsible manner and to entering into agreements and contracts with suppliers that share and adhere to our vision. The standards in this Code are derived from established global conventions and standards, including the UN SDGs, ETI base Code and ILO Conventions.

To demonstrate this commitment, current and potential suppliers are asked to commit to Responsible / Sustainable procurement within their organisations and to acknowledge their compliance with the principles of the Sustain Supply Chain Code of Conduct, below, with respect to their organisation and their supply chain (reference to “Suppliers” in this code means Suppliers and their supply chains).

1. With respect to Social Compliance Suppliers must:

Not use forced, involuntary or underage labour

1.1 Ensure workers are free to choose their employment and leave that employment on reasonable notice without hold of financial deposit or personal items.

1.2 Not use forced, bonded or involuntary / prison labour.

1.3 Not engage in any way with human trafficking, nor support or work with organisations that engage in any way with human trafficking activities, organisations or persons.

1.4 Ensure recruitment fees, if applicable, are always borne by the employer only.

1.5 Actively exceed the requirements of any anti-slavery / modern slavery legislation in any country that they operate in and comply with any voluntary and mandatory publication schemes in place to provide transparency of this activity.

1.6 Support the effective abolition of child labour.

1.7 Comply with the national minimum age for employment, or minimum age 14, whichever is the higher unless a lower local minimum age is permitted under International Labour Organisation (ILO) convention 138.

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

2. With respect to Working Environment and Terms Suppliers must:

General

2.1 Ensure at least statutory minimum wages (or if none, a realistic living wage) are paid without discrimination to all workers, and all non-statutory deductions must be reasonable and with the consent of the worker.

2.2 Ensure that working hours are not excessive (not over 48 hours per week, excluding overtime) and must allow for at least 1 day off for each 7-day period on average or, where allowed by national law, 2 days off in every 14-day period. Working beyond this should be

non-regular and of workers' own will and not used to replace regular employment. Maximum working hours shall not exceed 60 hours including overtime, unless under exceptional circumstances and allowed by national law.

Health and Safety

2.3 Ensure a safe and hygienic working environment is provided, including any catering, washroom or accommodation areas. Any hazardous working, as defined by ILO, should only be carried out by persons aged 18 years or over.

2.4 Ensure all equipment is 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. Training must be provided as frequently as required to remain effective.

2.5 Use best endeavours to eliminate (in the first instance) and to reduce the threat to workers health from all hazards, including any hazardous chemical agents used in manufacturing and/or supply chain activities and provide mandatory training (in a language workers can understand) in the safe use of any harmful chemicals.

2.6 Provide all personal protective equipment necessary to ensure the health and safety of workers.

2.7 Ensure policies and processes are in place for recording and eliminating occurrence/reoccurrence of health and safety related incidents and they should have regard to avoiding the cause of any mental health issues affecting workers.

Worker Rights and Behaviours

2.8 Allow workers the freedom of association to join (but not be forced to join), or be represented by, a trade union or similar organisation of their choice, and be free to leave such organisations. Representatives of workers must be elected by the relevant workers, not appointed by management.

2.9 Not discriminate or unfairly treat any worker for any reason including education, social class/caste, nationality, trade union membership, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, culture, religion or belief, sex, or sexual orientation.

2.10 Provide a workplace free from discrimination, bullying, harassment, violence or victimisation.

2.11 Ensure the principles of equality, diversity and inclusion are fully respected for all workers, treating all workers with respect and dignity, and not accept inequality as justifiable for any reason.

2.12 Remunerate all workers equally at the same employment grade, regardless of any characteristics listed above, unless statutory conditions require otherwise.

2.13 Ensure effective worker engagement practises are in place to such an extent that all workers are clear of their duties and their employment rights under local and international laws.

2.14 Ensure all representatives of suppliers, whilst on or near the institution's premises, or while interacting with any member of staff, student, or member of the public, behave in a

respectful and polite manner and in accordance with the institution's equality, diversity and inclusion standards.

3. With respect to Ethical Compliance & Economic Development Suppliers must:

3.1 As a minimum, comply with all laws, regulations and financial/tax/legal requirements of the countries they are working in, manufacturing in or trading with, as applicable.

3.2 Not be involved in any way with acts of corruption or bribery, participate in anti-competition practices/cartels or support acts of violence or terrorism or abuse of individual people or communities.

3.3 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.

3.4 Support fair trade conditions for producers, where applicable.

3.5 Always act with respect and integrity, including open and transparent accounting.

3.6 Allow staff protection if reporting misconduct or raising concerns with respect to their own, or another organisation, and ensure all affected staff are treated in a fair and transparent manner.

3.7 Have undertaken due diligence of their supply chains and impacts caused by their activities, and actively seek out ways in which to minimise such negative impacts.

4. With respect to Environmental Compliance Suppliers must:

General

4.1 As a minimum, comply with all local and national environmental laws, regulations and directives of the countries they are working in, manufacturing in or trading with, as applicable.

4.2 Actively avoid causing environmental damage and/or negative environmental impact through raw material source, manufacturing processes, supply of the goods or services and disposal of supply chain waste.

4.3 Suppliers must protect and minimise use of clean water sources through reduced use of pollutants and toxic chemicals, and increase water use efficiency through measures such as recycling and re-use of grey water in manufacturing, desalination, water harvesting and wastewater treatment.

4.4 Work towards developing and innovating more environmentally friendly products/service solutions and take manufacture, use and disposal into consideration, including the possibility of circular supply chains.

4.5 Have a business plan in place, and be acting on it, to minimise their environmental impact year on year and adopt or work towards internationally recognised environmental standards, measuring and monitoring its environmental impacts, and ensure measures are in place to effectively reduce identified environmental impacts (e.g. recycling, circular economy practices, reduced waste, energy efficiency measures).

4.6 Take active steps towards the elimination of excessive packaging and single use plastics through volume reduction and increase of recycled content in plastics and packaging materials.

Global Climate & Ecological Emergency

4.7 HE and FE institutions are increasingly setting ambitious targets encompassing all three scopes of the Greenhouse Gas Protocol, often specifying 2030 as their net zero target, and require their suppliers to support them in this task. The Supplier must support the aims of the sectors in reducing the climate emission impact of their supply chains, including having clear and verifiable plans and actions in place, where to do so is reasonable and proportionate to the nature of the goods and services provided.

Section Three – Equalities Declaration

Upon approval of this document by an authorised signatory, the Supplier hereby confirms that, it has complied with all statutory requirements in respect of ensuring Equalities to the date of this certificate.

The Supplier further recognises and accepts the obligation to continue to comply with these statutory requirements for the duration of any contract entered into under it arising from this tender submission.

In addition, where there is a requirement to carry out Services under this Contract, the Supplier recognises and accepts that they are required to adhere to the terms of the Public Sector Equality Duty as defined within S149 of the Equalities Act 2010 any enactments thereunder or amendments and any applicable Code of Practice issued in connection thereto.

Section Four – Fair Work First

The University of Strathclyde is an accredited [Scottish Real Living Wage](#) employer and our [People Strategy](#) commits to the development and implementation of a workplace wellbeing strategy and a best in class Equality, Diversity and Inclusion Programme. With commitment to continue to strive to support personal and professional development of staff to have a fulfilling career at Strathclyde.

Fair Work First is the Scottish Government’s flagship policy for driving high quality and fair work across the labour market in Scotland by applying fair work criteria to grants, other funding and contracts being awarded by and across the public sector, where it is relevant to do so. Through this approach the Scottish Government is asking employers to adopt fair working first, specifically:

- appropriate channels for effective voice, such as trade union recognition;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace;
- offer flexible and family friendly working practices for all workers from day one of employment;
- oppose the use of fire and rehire practices;

and

- * payment of the [real Living Wage](#).

* A fair pay and equal pay policy that may include a commitment to supporting the real Living Wage, including, for example being a [Real Living Wage Accredited Employer](#)

In order to ensure the highest standards of service quality in this contract we expect Suppliers to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

Taking cognisance of the above, please respond to the below by circling the appropriate answer:

Are you an Accredited Real Living Wage Employer?	YES / NO
Does your Organisation have a Real Living Wage policy?	YES / NO
Does your Organisation pay the Real Living Wage to employees who would work directly on this contract?	YES / NO

Supplier Commitment

Upon approval of this document in Section 5 below, by an authorised signatory, the Supplier hereby confirms and accepts:

- That it and its supply chain shall adhere to provisions of the University's Supplier Code of Conduct, in order to enforce and promote sound social, ethical, environmental and economic practises;
- It shall notify the University immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it which conflicts with the contents of this Supplier Code of Conduct;
- Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceeding are instituted following such an investigation against the Supplier or against the University either in connection with any contract awarded to the Company or generally, the Supplier shall, without charge: -
 - provide any information requested in the timescale allotted;
 - attend and permit its staff to attend any meetings as required;
 - allow access to and investigation of any documents or data deemed to be relevant to the investigation;
 - allow itself and any of its staff to appear as witnesses in any proceedings; and
 - co-operate fully with the person or body conducting the investigation;
- Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Supplier, its staff, agents or sub-contractors, and where there is a finding against the Supplier in any such investigation or proceedings, the Supplier shall indemnify the University with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the University during or in connection with any such investigation or proceedings. Further, the Supplier will indemnify the University for any compensation, damages, costs or other award the University may be ordered or required to pay to a third party;
- If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Supplier or against the University arising from the conduct of the Supplier, the University will require the Supplier to take immediate remedial steps to prevent further recurrences.
- If the Supplier enters into any sub-contract, it shall impose obligations on its sub-contractor (s) which are identical to those imposed on it in this document. The University expects that the Supplier will not sub-contract to any business, service or group which has a poor history of discrimination in employment or service delivery. A breach of this clause will be considered as a fundamental breach of the contract between the University and the Supplier.
- Without prejudice to its remedies set out above, the University may terminate the contract if notice has been given to the Supplier of a substantial or persistent breach of any of the obligations agreed to in this document providing that a reasonable period given during which the breach may have been rectified and the Supplier has failed to remedy the breach within the stated period.

Section Five – Supplier Declaration

Contract Name:

Contract Number:

I, the undersigned, acting as a representative of the Supplier, hereby confirm that the Supplier adheres to the University's Supplier Code of Conduct detailed above and will continue to do so throughout the Term of the Contract, should such Contract be awarded.

Signed	
Print	
In my capacity as	
Date	
Full Registered Name of the Supplier	