

## Book Chain Project Code of Conduct

### Bonnier Books

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Version 2.0 (January 2021)

# BONNIER

Books

For Manufacturers of physical books and peripherals, our suppliers must comply with the Book Chain Project Code of Conduct. This is a publishing industry Code of Conduct that articulates standards of labour and environmental standards specifically focused on book manufacturing and the like.

The Book Chain Project Code of Conduct is based on existing internationally-recognized Codes and Laws available at

<https://bookchainproject.com/resources?name=code%20of%20conduct&category=Briefing%20Document>

# BONNIER

Books

## SIGNATURE

According to our standards, we expect our suppliers to sign this Code of Conduct every 18 months. We prefer if you confirm adherence to the Code of Conduct through the Book Chain Project system, <https://bookchainproject.com/process#le> If you are unable to do so, please send the signed document digitally to [sustainability@bonnierbooks.com](mailto:sustainability@bonnierbooks.com)

Hereby the supplier confirms that above requirements are met by the company and all subcontractors used for production to Bonnier Books.

Supplier name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (block letters): \_\_\_\_\_

Job title of signee: \_\_\_\_\_

Date of signature: \_\_\_\_\_

# The Book Chain Project

## SUPPLIER CODE OF CONDUCT

### Introduction

The Book Chain project is a collaboration of leading publishers that work together to drive social and environmental responsibility in our product supply chains.

We [the publishers of the Book Chain project] expect all our product suppliers to commit to working towards the Standards set out in this Code of Conduct.

### Code Implementation

#### 1. Publishers' Responsibility

- 1.1. We expect all publishers to ensure a senior member of staff with the authority to act is responsible for the implementation of our Code of Conduct.
- 1.2. We expect all publishers to communicate our Code of Conduct internally and externally and to provide relevant training to staff where necessary.
- 1.3. We expect all publishers to work together to ensure that shared suppliers will only have to undergo one audit every year against our Code of Conduct. The Book Chain Project maintains an approved list of audit types, which you can find on the Book Chain Project Resources page. If a supplier has had an audit against one of these approved audit types in the last 12 months, this will be accepted by the publishers.
- 1.4. We expect all publishers to carry out appropriate risk assessments of their supplier base. Publishers are then able to prioritise the suppliers they believe will need an onsite audit to monitor compliance with the Code of Conduct. Risk assessments should take in to account the supplier location, workforce characteristics and production processes.

#### 2. Direct Suppliers' Responsibility

- 2.1. We define direct suppliers as being those that manage or own the sites where our products are being manufactured.

- 2.2. We define workers as being those who get a basic remuneration, not directly dependent on the revenue of the employer, through paid employment jobs where the incumbents hold explicit (written or oral) employment contracts which give them a basic remuneration, which may include wages and salaries, commission from sales, piece-rates, bonuses or in-kind payments (ILO ICSE-93).
- 2.3. When a direct supplier signs up to the Book Chain Project system, we expect them to ensure their supplier data is entered correctly. This includes, but is not limited to: supplier name, supplier group name, country, contact email and address (this must be the site manufacturing address, not the Head Office address or other). If multiple sites are registered, they all must have their individual site address listed. These details must be kept up-to-date at all times.
- 2.4. Direct suppliers must undergo an approved audit every 12-24 months at the publishers' request. Publishers will specify the audit interval that they expect depending on their risk-based approach. We expect direct suppliers to provide full access to:
  - 2.4.1. The site for on-site inspection, including visits by publishers and/or their designated representatives;
  - 2.4.2. Full, transparent records that determine or provide evidence of conformance or non-conformance with this Code of Conduct;
  - 2.4.3. Randomly selected employees for confidential interviews without any subsequent retribution.
- 2.5. We expect direct suppliers to monitor and control conformance with the standards set out in our Code of Conduct through a management system consistent with industry standards and appropriate for their size, complexity and risk exposure. We also expect direct suppliers to maintain, on site, any documentation that may be necessary to demonstrate conformance with our Code of Conduct.
- 2.6. If a site has undergone an audit from the approved audit list<sup>1</sup> within the last year, they will not be required to undergo another audit of the same kind (social or environmental) providing we are fully satisfied with the auditing process and the audit outcome.
- 2.7. We expect direct suppliers to ensure all on-site staff are aware of and understand our Code of Conduct and to ensure that workers are aware of their rights as laid down by local law.
- 2.8. We expect direct suppliers to monitor and record conformance of their own supply chain to the same standards set out in our Code of Conduct, and to commit to continuous improvement. We expect direct suppliers to identify and pay particular attention to potentially more vulnerable groups working within their supply chains. This might include but is not limited to: young workers (i.e. those not defined as children by clause 2.1 under Labour Standards, but under 18 years of age), women, migrant workers and indigenous peoples.
- 2.9. If any non-conformance with this Code of Conduct is identified, we expect direct suppliers to develop and implement a corrective action plan that details actions and a time frame to address any areas of concern.

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<sup>1</sup> This can be found on the Book Chain Project Resources page

- 2.10. We expect direct suppliers to advise any Book Chain Project publisher they are working with of any serious non-conformance<sup>2</sup> with this Code of Conduct, and to do so in a timely manner, at least within 48 hours of becoming aware of the non-conformance.

### **3. Agents' Responsibility**

- 3.1. We define agents as being all suppliers who act as a broker between publishers and product manufacturers.
- 3.2. We expect agents to apply a risk assessment process to their suppliers to identify potential risks of non-conformance against our Code of Conduct, to identify priority suppliers for follow up, and to share the results of their risk assessment with us.
- 3.3. Where agents have identified priority suppliers, we expect them to conduct new, or review existing, audits to monitor and control conformance with the standards set out in our Code of Conduct. These audits must reflect our requirements as set out in Clause 1.3. Agents should share a copy of these audits with publishers.
- 3.4. We expect agents to advise any Book Chain publisher they are working with of any serious non-conformance with this Code of Conduct, and to do so in a timely manner. We would define this as being within 48 hours of becoming aware of the non-conformance.

### **4. Open and Transparent Relationships**

- 4.1. We are committed to working closely with all our suppliers to support them in meeting the Standards set out in our Code of Conduct. We therefore strongly encourage honest and open engagement on all the issues set out in this Code. We also expect suppliers to report periodically on their actions to imbed this Code of Conduct into their policies and processes.
- 4.2. All forms of illegal or inappropriate activity, including, but not limited to: corruption, fraud, tax evasion, misrepresentation and bribery are strictly prohibited. We expect suppliers to comply with all applicable anti-bribery, corruption, and tax evasion laws and regulations, including, but not limited to: the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, and any local anti-corruption legislation. We expect suppliers to ensure that bribes are never offered, promised, given, accepted, condoned, knowingly benefitted from or demanded by any of their staff. This includes attempted and actual bribery of auditors. In support of this, we expect suppliers to:
- 4.2.1. Establish internal controls, appropriate to their size and exposure to corruption, fraud, tax evasion, misrepresentation, and bribery risks, and maintain, on site, any documentation that may be necessary to demonstrate compliance with applicable legislation.
- 4.2.2. Offer appropriate training to all relevant employees, and to have appropriate management systems in place to prevent bribery. This includes reporting instances of being solicited for a bribe to the publishers they supply.

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<sup>2</sup> We define serious non-conformances as child labour, forced labour, bonded labour and severe health and safety issues that cause immediate risk to life, limb or function

## 5. Sharing of information with publishers

- 5.1. The Book Chain Project platform enables suppliers to share information with any publishers they choose to be connected to. This information covers:
  - 5.1.1. Supplier site information
  - 5.1.2. Environmental Questionnaire
  - 5.1.3. Audit reports, corrective action plans, follow up reports, certifications or any other documents the supplier wishes to share
  - 5.1.4. Additional assessments in response to an identified issue of concern
- 5.2. Any information suppliers add to the platform will automatically be viewable by all publishers connected to that supplier. This is decided by the supplier and can be changed at any time.
- 5.3. When engaging with the Book Chain Project platform, we expect all suppliers to complete the Environmental Questionnaire and to upload audit reports and corrective action plans on a regular basis (between 12-24 months).
- 5.4. Alongside the approved audit formats that can be found on the Book Chain Project Resources page, the supplier also has the option to undergo a Book Chain Project audit. These are SMETA audits with additional assessment criteria against the Book Chain Project Code of Conduct. There are also optional add-ons that have been developed that to assess particular hotspot issues, over and above the Code of Conduct. These currently cover:
  - 5.4.1. Responsible Recruitment Module
- 5.5. Any Book Chain Project audit results will be shared with the Book Chain Project admin team as well as the supplier. This covers the additional assessment only, not the main body of the SMETA audit.
- 5.6. The Book Chain Project admin team or the participating publishers may request suppliers to undergo an additional issue-specific assessment in response to an identified issue of concern.
- 5.7. All Book Chain Project audits, and any additional issue-specific assessments as set out in Clause 5.6. must be uploaded to the Book Chain Project platform by the supplier within four weeks of the receipt of the audit. Failure to do so will result in an alert being added to the supplier page on the Book Chain Project platform. It will stay on the supplier page until the audit or assessment has been added to the system. The alert will detail:
  - 5.7.1. The type of audit or additional issue-specific assessment that has been undertaken;
  - 5.7.2. Date of audit or assessment, and date of the release of the report to the supplier; and
  - 5.7.3. A note to explain that the supplier has declined to upload the audit results to the platform.

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## LABOUR STANDARDS

### 1. Management Systems

- 1.1. Our suppliers will have a policy to ensure labour standards are upheld on the labour issues mentioned in this Code of Conduct.
- 1.2. Our suppliers will ensure that this policy is communicated to all staff and suppliers.
- 1.3. Our suppliers will have a senior designated person responsible for implementing this policy.
- 1.4. Our suppliers will have a record of all workers working at their site within three days of commencing employment at the site. This includes those engaged through an agency, labour provider, or contractor. This will be used to ensure that all workers working on their sites are documented and have the legal eligibility to work on that site and in that job role.

### 2. Child Labour

- 2.1. Our suppliers will only employ people who (whichever is highest out of the three below options):
  - 2.1.1. Meet the minimum legal age for employment (if this is the highest);
  - 2.1.2. Meet the minimum legal age for leaving compulsory education (if this is the highest);
  - 2.1.3. Are 15 years of age or higher (if this is the highest).
  - 2.1.4. The only exception to this will be in developing countries listed under ILO Convention 138 where the minimum age may be 14 years.
- 2.2. If child labour, as defined by clause 2.1, is found, our suppliers will remove the child from work and put in place an appropriate remediation procedure to ensure the welfare of the child and their gradual transition into school. Our suppliers will provide on-going financial support to the child or its family, as appropriate, at a level equivalent to their salary or the minimum wage, whichever is higher, and will fund any other needs such as accommodation and training during this transition period.
- 2.3. Our suppliers will verify the ages of all new employees by checking original identity documents and cross checking them with the employee's photograph. Our suppliers will also keep a register of the ages of all employees.
- 2.4. Our suppliers will only allow hazardous or overnight work to be carried out by those over the age of 18. We define 'hazardous' work as being any task where there is a significant risk of negative impacts on the health, safety and/or moral integrity of a young person or that will harm their physical, mental, social and/or moral development.
- 2.5. Our suppliers will provide health checks for workers under the age of 18, at least annually.

(ILO Conventions 138, 182, UN Convention on the Rights of the Child, Article 32)

### 3. Discipline

- 3.1. Our suppliers will not tolerate an intimidating workplace. This includes not threatening to execute or executing any form of physical, psychological, sexual or verbal abuse, or any other form of intimidation against employees.
- 3.2. Our suppliers will establish a fair disciplinary procedure for tackling intimidating practices where identified. Our suppliers will communicate this procedure to workers in a clear and understandable way. Our suppliers will uphold the right for workers to have a trade union or other appropriate representation at a disciplinary hearing, where the outcome could lead to significant penalties or dismissal.
- 3.3. Our suppliers will ensure disciplinary procedures are clearly documented and explained to workers, with accurate records kept of all disciplinary actions.

(UNDHR Articles 3 & 5, ICCPR Articles 6, 7, 9, ETI Base Code Article 9)

### 4. Forced Labour

- 4.1. Our suppliers will not use forced, bonded (also sometimes referred to as debt bondage), indentured or compulsory labour, or involuntary prison labour. All employment must be voluntary.
- 4.2. Our suppliers will not withhold payments of wages to workers.
- 4.3. Our suppliers will not directly or indirectly engage in or support human trafficking. This includes recruiting, transferring, harbouring or receiving a worker using violence, threats of violence, force, deception or non-violent coercion such as threats to expose the worker to authorities. In support of this our suppliers will carry out appropriate checks of all employment agencies<sup>3</sup>.
- 4.4. Our suppliers will not require employees to pay recruitment costs or fees, or lodge financial deposits or identity documents to secure or retain employment. Recruitment fees include:
  - 4.4.1. Payments for recruitment services offered by labour recruiters;
  - 4.4.2. Payments made in the case of recruitment of workers for third parties;
  - 4.4.3. Payments made in case of direct recruitment by the employer;
  - 4.4.4. Related costs of recruitment, referral and placement within or across national borders, such as but not limited to: medical costs, insurance costs, costs for skills and qualification tests, costs for training and orientation, equipment costs, travel and lodging costs, and administrative costs.
- 4.5. Our suppliers will not recover recruitment costs from employees, such as foreign worker levies, even where this is allowed by local laws. If any such activity is discovered, our suppliers will immediately reimburse the employee.

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<sup>3</sup> BCP Guidance on Responsible Recruitment Practices can be found on the Book Chain Project Resources Page.

- 4.6. Our suppliers will only work with agents and sub-agents that do not require workers to pay any form of recruitment fees as defined in clause 4.4. Our suppliers will ensure they are conducting due diligence on their recruitment agents. If any fees are found to have been paid by workers, our suppliers will immediately reimburse all workers involved.
- 4.7. Our suppliers will not prevent free movement of employees to and from the site or to and from their accommodation unless this will compromise their safety or the safety of other workers. Employees' movements will not be controlled by security guards, e.g. being followed during breaks.

(ILO Conventions 29, 105; ILO GB.335/INS/14/2)

## 5. Discrimination

- 5.1. Our suppliers will treat employees and potential recruits fairly and based on their ability to perform their jobs, not based on any personal characteristics or beliefs of any kind, including race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. Our suppliers will treat employees and potential recruits fairly across all employment processes including recruitment, job allocation, payment, access to training, compensation, promotion and termination.
- 5.2. Our suppliers will not subject employees or potential recruits to mandatory health tests, such as for HIV/AIDS or pregnancy, that have no relevance for the job function and/or are not required by national laws or regulations.

(ILO Conventions 100, 111, 183)

## 6. Wages

- 6.1. Our suppliers will pay wages at a minimum in line with local laws and regulations, including those relating to minimum wages, piece rates and other elements of compensation. Where local industry benchmarks are higher, our suppliers will align the wages paid to the local industry benchmark.
- 6.2. Our suppliers will also strive to pay wages that meet 'basic' needs, where legal or industry standards do not do so. 'Basic' needs include food and housing expenses, as well as some discretionary income.
- 6.3. Our suppliers will meet local legal requirements for overtime or local industry benchmarks, whichever is higher. Where local law does not stipulate a rate for overtime, our suppliers will pay a premium rate of at least 125% of the normal hourly rate, or the local industry benchmark rate, whichever is higher.
- 6.4. Our suppliers will ensure wages, including overtime payments, are paid in full directly to the worker, at least on a monthly basis.
- 6.5. Our suppliers will provide all employees with written terms of payment as well as pay slips covering each pay period. Our suppliers will provide mandated benefits to all

employees as required by local law and terms of employment, including annual leave, sick and maternity leave, social security and child care. Our suppliers will accurately calculate employment taxes and social costs and pay those taxes and costs to the appropriate authority in a timely manner.

- 6.6. Our suppliers will ensure that deductions from wages are never made as a disciplinary measure or as a recruitment fee, as defined in clause 4.4 above.
- 6.7. Our suppliers will only make deductions from wages if:
  - 6.7.1. They are required to do so by national laws, i.e. for social security contributions; OR The employee has been informed about the deduction being made in advance, including why it is being made and how much is being deducted, AND
  - 6.7.2. The employee has consented to the deduction in writing, AND
  - 6.7.3. The deduction is in accordance with local laws, AND
  - 6.7.4. The deduction is fair and reasonable, meaning that it does not compromise the employee's ability to ensure a decent living income for themselves and their family or bring their total remuneration below the minimum wage level.

(ILO Convention 1, 30, 95)

## 7. Hours

- 7.1. Our suppliers will ensure that working hours do not exceed the applicable contractual limits, and comply with (whichever gives the employee the greatest protection):
  - 7.1.1. Local laws on working hours;
  - 7.1.2. A standard 48 hour working week.
- 7.2. Our suppliers will ensure that all overtime is worked solely on a voluntary basis, and comply with (whichever gives the employee the greatest protection):
  - 7.2.1. Local laws on overtime;
  - 7.2.2. No more than a total of a 60 hour working week.
- 7.3. Our suppliers will ensure that all workers receive the paid holiday to which they are contractually entitled without detriment, and comply with (whichever gives the employee the greatest protection):
  - 7.3.1. Local laws on days off;
  - 7.3.2. At least one day off after every 6 consecutive days of work.
- 7.4. Our suppliers will keep:
  - 7.4.1. A transparent, accurate and reliable system to record working hours, overtime and leave.
  - 7.4.2. Time attendance records for each employee for at least 12 months, or longer if required by law.

(ILO Conventions 1, 14, UNDHR Article 24 and ICESCR Article 7d)

## **8. Recruitment and Employment Terms**

- 8.1. Our suppliers will ensure that their job offers are transparent and that all potential recruits and employees understand the nature of work and terms and conditions at all stages of recruitment and employment.
- 8.2. Our suppliers will ensure that all workers are employed under a formal and lawfully recognised contract appropriate to their working arrangements. Our suppliers will offer their workers regular work based on the parameters defined in said contracts. If the worker is a migrant worker being hired from overseas, they must receive their employment contract prior to departing their country of origin.
- 8.3. Our suppliers will ensure that all contracts are provided in the workers' native language. If the worker is a migrant worker from overseas, their contracts must not be changed in any form on arrival to their destination of employment, unless these changes are made to meet local law and provide equal or better terms.
- 8.4. Our suppliers will handle the termination of workers' employment responsibly. This includes not unreasonably restricting workers from taking up employment opportunities and ensuring that workers receive all outstanding pay and benefits they are entitled to.

## **9. Freedom of Association/Collective Bargaining**

- 9.1. Our suppliers will not interfere in the employee's right to form or join a worker representation group and to bargain collectively.
- 9.2. Our suppliers will create an open environment for worker representation group activities and will not discriminate against group members. Our suppliers will allow worker representatives to access the workplace to carry out their representative functions.
- 9.3. Our suppliers will develop management systems and processes for communicating and consulting with worker representation groups.
- 9.4. Where local law does not allow for free association or collective bargaining, our suppliers will actively facilitate, and not hinder, parallel means of association and bargaining.

(ILO Conventions 87, 98)

## **10. Temporary and Agency Workers**

Temporary workers, sometimes referred to as contract labour, are those employed on short-term contracts. Sometimes those temporary workers are employed via agency labour providers.

- 10.1. Our suppliers will comply with local laws relating to the use of temporary workers and/or workers employed via agency labour providers. Our suppliers will not use these employment arrangements to avoid legal obligations to regularly employed workers.

- 10.2. Our suppliers will have a clear written agreement with any labour provider and will conduct due diligence to ensure that all the clauses in this Code of Conduct are being applied to all workers that they employ via those agency labour providers.

(ILO Convention 181)

## **11. Migrant Workers**

- 11.1. For any migrant workers employed overseas, our suppliers have a duty to inform them of the basic terms of their employment before they travel. Our suppliers will ensure that migrant workers have the legal eligibility to work in the countries, regions and for the employers/clients they are deployed to, and in the job role they are hired for.
- 11.2. Our suppliers will ensure equality of opportunity and treatment in respect of employment and occupation, social security, trade union and cultural rights, and individual and collective freedoms for migrant workers.

(ILO Conventions 97, 143)

## **12. Apprenticeship and Vocational Programmes**

- 12.1. Our suppliers will ensure that any apprenticeship or vocational education programmes provided at their facilities will be in line with local laws, documented, designed for the educational benefit of the workers and relevant to their programme of study. Where applicable and allowed by local laws, compensation will be made directly to the workers.
- 12.2. Our suppliers will ensure that all participation in apprentice and vocational programmes is voluntary.

(ILO Convention 142)

## **13. Worker Grievance Mechanism**

- 13.1. Our suppliers will provide an anonymous complaint mechanism for employees including indirectly employed workers to report workplace grievances.
- 13.2. Our suppliers will ensure any workplace grievances raised by employees remain confidential, that employees' rights to raise grievances are protected and that no ill effects will arise as a result of whistleblowing to the employee in question.

(ILO Conventions 168, 173)

## **14. Data Privacy**

- 14.1. Our suppliers will ensure that they comply with national laws and regulations as well as the principles of confidentiality, necessity and proportionality regarding the collection, processing and storage of workers' personal data.

## HEALTH AND SAFETY

### 15. Management Systems

- 15.1. Our suppliers will appoint a senior manager to oversee the implementation of health and safety requirements at each facility.
- 15.2. Our suppliers will complete a health and safety risk assessment of their facilities, equipment and production processes and establish written policies and procedures based on this risk assessment.
- 15.3. Our suppliers will put reasonable measures in place to prevent fire, accidents, injuries, and causes of hazards in a working environment. These measures will include appropriate training for relevant personnel, such as fire safety personnel, and ongoing risk assessment and systems review.
- 15.4. Our suppliers will provide measures to deal with emergencies and accidents, including first-aid arrangements.
- 15.5. Our suppliers will investigate and report on the root causes of all accidents and emergencies and on any necessary corrective actions.
- 15.6. Our suppliers will conduct regular occupational health checks for all staff exposed to potentially harmful processes or substances.

### 16. Workplace

- 16.1. Our suppliers will maintain a clean, safe and healthy work place that complies with all local legislation and includes access to toilets, drinking water facilities, sanitary facilities for food preparation and storage where applicable, and all basic provisions. Our suppliers will provide adequate safeguards against fire, and must ensure the safety, strength and stability of buildings and equipment. Our suppliers will extend the same standards to both on and offsite accommodation provided for their workforce.
- 16.2. Our suppliers will provide, where necessary, protective clothing and equipment to prevent accidents and exposure of employees to hazards, at no cost to employees.
- 16.3. Our suppliers will designate a safe assembly point for emergency situations.
- 16.4. Our suppliers will ensure that, when transport is provided for workers, it is safe and accords with applicable national laws and guidance.
- 16.5. Our suppliers will provide access to adequate medical facilities and first aid by a suitably trained person.
- 16.6. Our suppliers will ensure that, where provided, housing and childcare services meet the basic needs of workers, including reasonable personal space, secure storage for personal belongings and adequate water, sanitation and hygiene standards.

### 17. Training

- 17.1. Our suppliers will provide relevant information, instruction, and regular training for all employees, to ensure health and safety onsite and to raise awareness of potential risks, including training in the safe use of machinery and equipment.
- 17.2. Our suppliers will run regular evacuation drills.
- 17.3. Our suppliers will communicate emergency and evacuation procedures to workers in a language that the workers understand.

(ILO Convention 155)

## ENVIRONMENT

### 18. Management Systems

- 18.1. Our suppliers will comply with all local environmental laws and regulations.
- 18.2. Our suppliers will complete a supply chain environmental risk assessment to understand the potential impact of their operations on the environment and establish written policies and procedures based on this risk assessment.
- 18.3. Our suppliers will have a written plan for managing environmental impacts, including targets, in order to facilitate continuous improvement.
- 18.4. Our suppliers will measure and track their environmental impacts.
- 18.5. Our suppliers will ensure at least one senior manager has responsibility for environmental management.
- 18.6. Our suppliers will take practical steps to reduce their environmental impacts.
- 18.7. Our suppliers will acquire and file all permits and waste receipts required by local and national law.
- 18.8. Our suppliers will ensure that trained personnel are in place to manage environmental impacts.

### 19. Energy

We are committed to reducing energy consumption throughout our supply chain so that we can reduce our contribution to rising greenhouse gas emissions.

- 19.1. Our suppliers will continuously measure, record and track the consumption of electricity, gas, fuel and renewable energy onsite from all sources. This includes for all forms of transportation.
- 19.2. Our suppliers will set targets to reduce consumption of energy and start a programme to achieve the reduction.
- 19.3. Our suppliers will carry out projects to reduce energy consumption onsite.

### 20. Water

We are committed to reducing water consumption throughout our supply chain so that we can reduce our contribution to water scarcity.

- 20.1. Our suppliers will continuously measure, record and track the consumption of water onsite. This includes water used for both domestic and industrial processes, and from all sources including municipal mains, groundwater (boreholes and wells), and surface water (rivers, lakes).

- 20.2. Our suppliers will set targets to reduce their consumption of water and start a programme to achieve this reduction.
- 20.3. Our suppliers will carry out projects to reduce water consumption onsite.
- 20.4. Our suppliers will ensure their operations do not negatively impact access to safe water for the community.

## 21. Wastewater

We are committed to minimising pollution from wastewater in our supply chain.

- 21.1. Our suppliers will reduce the volume and impact of wastewater. This will be achieved by replacing potentially hazardous substances used in processing, and reducing the volume of wastewater that needs to be treated by separating liquids (e.g. separating storm water from process wastewater).
- 21.2. Our suppliers will treat wastewater in a fully functioning effluent treatment plant (ETP) before discharging. Treatment must be completed either on-site or in a shared ETP off-site before discharge.
- 21.3. Our suppliers will measure, record and track wastewater volume and quality by collecting samples from the final discharge points.
- 21.4. Our suppliers will ensure that wastewater leaving the site meets the IFC Effluent Guidelines for Printing and all applicable local and national laws. (see Annex A)
- 21.5. If discharging to a central ETP, our suppliers will have valid permits to do so, and test reports that show compliance with the central ETP's requirements. Both permits and reports must be kept on file.

## 22. Hazardous Substances

We are committed to reducing the release of hazardous substances into the environment and where possible, replacing substances that pose a concern with safer alternatives.

- 22.1. Our suppliers will continuously measure, record and track the use of hazardous substances.
- 22.2. Our suppliers will keep an inventory of hazardous substances used, handled, transported and stored onsite, including their quantities and where they have been bought from.
- 22.3. Our suppliers will have Material Safety Data Sheets (MSDSs) available in the local language for all hazardous substances used onsite.
- 22.4. Our suppliers will ensure there are measures to prevent the exposure of workers to hazardous substances via inhalation or dermal contact, and measures to prevent the contamination of the environment. These will include:
  - 22.4.1. Training for workers who handle hazardous chemicals on how to do so safely.
  - 22.4.2. Personal protective equipment (PPE) for workers.

- 22.4.3. Clear labelling of all hazardous chemical containers.
- 22.5. Our suppliers will ensure that hazardous chemicals are securely stored in areas with spill prevention/ secondary containment controls.
- 22.6. Our suppliers will communicate emergency procedures to workers in the workers' main language and will follow these procedures in the event of a spill or release.
- 22.7. Our suppliers will make sure that all chemicals used in the manufacturing of our products comply with our publishers' Restricted Substances Lists and applicable global legislation.
- 22.8. Our suppliers will take steps to reduce the use of hazardous substances and, where possible, replace them with safer alternatives e.g. water-based adhesives and inks instead of solvent-based.

### **23. Air Emissions**

We are committed to minimising local air pollution from factories in our supply chain.

- 23.1. Our suppliers will continuously measure, record and track emissions generated by any onsite combustion.
- 23.2. Our suppliers will keep records of annual solvent consumption.
- 23.3. Our suppliers will continuously measure, record and track process emissions and ensure emissions of volatile organic compounds (VOCs), particulates, nitrogen oxides (NOx) and Isocyanates meet the Air Emissions Levels for the Printing Industry, stipulated by the IFC (see Annex B).
- 23.4. Our suppliers will conduct periodic air quality testing to capture air quality on the factory floor. The results of these tests must be filed.
- 23.5. Our suppliers will minimise, and where appropriate treat, all emissions to air before they are released if they have the potential to adversely affect human health and/or the environment.
- 23.6. Our suppliers will develop a solvent management plan. This plan should set targets to reduce emissions to air and state options for achieving these targets.
- 23.7. Our suppliers will select materials or processes with no or low demand for VOC-containing products.
- 23.8. Our suppliers will avoid or minimise VOC losses through process modifications and solvent vapour recovers.
- 23.9. Our suppliers will implement secondary controls to address residual emissions if necessary.
- 23.10. Our suppliers will keep a list of all air emissions points within the factory and which substances are emitted at each point.
- 23.11. Our suppliers will install air extraction devices in areas of the factory where fumes or particulates (including dust) are generated and can be inhaled by workers.

## 24. Raw Materials

We are committed to a long-term goal of tracing the raw materials in our products back to source.

- 24.1. Our suppliers will maximise efficiency of non-renewable material use to avoid unnecessary consumption of resources.
- 24.2. Our suppliers will use renewable, sustainable and responsibly-sourced materials where possible.
- 24.3. Our suppliers will trace raw materials, including paper sources and chemicals, back to the mill or factory where they were produced. Our suppliers will be able to provide the brand name of the paper, chemical or other raw material that the mill or factory uses.
- 24.4. Our suppliers will ensure that all raw materials used are compliant with both local law and relevant global requirements.

## 25. Solid Waste

We are committed to minimising wastage in our supply chain, across all material types.

- 25.1. Our suppliers will continuously measure, record and track the types and amount of solid waste produced by the factory for all solid waste streams. This includes paper and board, plastics, metal, glass, wood, chemicals, plates, inks, toner cartridges, lacquers, glues, adhesives, general (domestic), sewage sludge if there is onsite wastewater treatment, and any other hazardous waste.
- 25.2. Our suppliers will have systems in place to ensure the safe handling, movement, storage, recycling, reuse, or disposal of waste.
- 25.3. Our suppliers will set targets to reduce solid waste production and start a programme to achieve the reduction.
- 25.4. Our suppliers will attempt to reduce, re-use and recycle for each waste stream (hazardous and non-hazardous).
- 25.5. Our suppliers will track the disposal route for each waste stream.
- 25.6. Our suppliers will ensure safe and legal disposal of hazardous waste using licensed waste contractors only.

## 26. Noise

- 26.1. Our suppliers will conduct periodic noise level testing and where appropriate, employ noise prevention and control strategies and provide appropriate PPE for workers.
- 26.2. Our suppliers will ensure they meet the Noise Level Guidelines stipulated by the IFC (see Annex C).

## SUBCONTRACTING

### 27. Subcontracting

We define subcontracting as the use of an outside organization to do work that our suppliers cannot do themselves, regardless of the volume or duration of that work. This may be due to a temporary shortage of resources, lack of appropriate equipment, a temporary lack of capacity, or a lack of expertise.

1. Our suppliers will gain prior permission and written approval from us before subcontracting.
2. Our suppliers will have a clear written agreement with their subcontractors and will conduct due diligence to ensure the welfare of all subcontractor workers is safeguarded and that the clauses in this Code of Conduct are upheld.
3. Our suppliers will keep on file the name, location and audit reports of all approved subcontractors. Suppliers must share these with publishers on request.
4. Our suppliers will monitor and record conformance of their subcontractors to the same standards set out in our Code of Conduct.

## LAND AND INDIGENOUS PEOPLES' RIGHTS

### **28. Land & Indigenous Peoples' rights**

Our suppliers will adhere to the practice of Free and Prior informed consent for land rights. Our suppliers will conform to relevant international, national and local standards of land tenure when working in communities. We expect our suppliers to have a due diligence process in place to understand the established rights to land and property in the communities where they work.

## ANNEXES

### A: IFC Effluent Guidelines

Table 2. Effluent Levels for Printing Industry		
Pollutants	Units	Guideline Value
pH	--	6-9
COD	mg/L	150
BOD <sub>5</sub>	mg/L	30
Total Phosphorus	mg/L	2
Total Suspended Solids	mg/L	50
Oil and Grease	mg/L	10
Aluminum	mg/L	3
Cadmium	mg/L	0.1
Chromium Hexavalent Total	mg/L	0.1 0.5
Copper	mg/L	0.5
Iron	mg/L	3
Lead	mg/L	1
Silver	mg/L	0.5
Zinc	mg/L	0.5
Cyanide	mg/L	0.2
Adsorbable Organically-bonded Halogens (AOX)	mg/L	1
Toxicity	To be determined on a case specific basis	
Temperature increase	°C	<3 <sup>a</sup>

<sup>a</sup> At the edge of a scientifically established mixing zone which takes into account ambient water quality, receiving water use, potential receptors and assimilative capacity

### B: IFC Air Emissions Guidelines

Table 1. Air Emission Levels for Printing Industry		
Pollutants	Units	Guideline Value
VOCs	mg/Nm <sup>3</sup>	100 <sup>a,b</sup>
		20 <sup>a,c</sup>
		75 <sup>a,d</sup>
		100 <sup>a,e</sup>
Particulates	mg/Nm <sup>3</sup>	50 <sup>f</sup>
NO <sub>x</sub>	mg/Nm <sup>3</sup>	100 - 500 <sup>g</sup>
Isocyanates	mg/Nm <sup>3</sup>	0.1 <sup>h</sup>

NOTES:  
<sup>a</sup> Calculated as total carbon  
<sup>b</sup> Heatset web offset printing with 15-25 tonnes / year solvent consumption  
<sup>c</sup> Heatset web offset printing with >25 tonnes / year solvent consumption  
<sup>d</sup> Publication rotogravure with >25 tonnes / year solvent consumption  
<sup>e</sup> Other rotogravure, flexography, rotary screen printing, laminating, or varnishing units (> 15 tonnes / year solvent consumption) rotary, screen printing on textile/card-board (> 30 tonnes / year solvent consumption)  
<sup>f</sup> As 30 minute mean for contained sources. From all processes / activities.  
<sup>g</sup> As 30 minute mean for contained sources. From turbines, reciprocating engines or boilers used as VOC abatement equipment.  
<sup>h</sup> As 30 minute mean for contained sources, excluding particulates, and expressed as NCO. From all processes / activities using isocyanates.

### C: IFC Noise Level Guidelines

Table 1.7.1- Noise Level Guidelines <sup>54</sup>		
Receptor	One Hour L <sub>Aeq</sub> (dBA)	
	Daytime 07:00 - 22:00	Nighttime 22:00 - 07:00
Residential; institutional; educational <sup>55</sup>	55	45
Industrial; commercial	70	70