**Joint Schedule 5 (Corporate Social Responsibility)**

1. **What we expect from our Suppliers**
   1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf>)
   2. UKEF expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, UKEF expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
   3. The Supplier acknowledges that UKEF may have additional requirements in relation to corporate social responsibility for a specific Call off Contract. UKEF expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as UKEF may notify to the Supplier from time to time.
2. **Equality and Accessibility**
   1. In addition to legal obligations, the Supplier shall support UKEF in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
      1. eliminate discrimination, harassment or victimisation of any kind; and
      2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
3. **Modern Slavery, Child Labour and Inhumane Treatment**

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

* 1. The Supplier:
     1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
     2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
     3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
     4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
     5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
     6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
     7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
     8. shall at each annual Supplier Review Meeting prepare and deliver to UKEF the slavery and human trafficking statement set out in Annex 1 of this Joint Schedule 5.;
     9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
     10. shall not use or allow child or slave labour to be used by its Subcontractors;
     11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to UKEF and Modern Slavery Helpline.

1. **Income Security** 
   1. The Supplier shall:
      1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
      2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
      3. All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
      4. not make deductions from wages:
         1. as a disciplinary measure
         2. except where permitted by law; or
         3. without expressed permission of the worker concerned;
      5. record all disciplinary measures taken against Supplier Staff; and
      6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
2. **Working Hours**
   1. The Supplier shall:
      1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
      2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
      3. ensure that use of overtime used responsibly, taking into account:
         1. the extent;
         2. frequency; and
         3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
  2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
     1. this is allowed by national law;
     2. 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

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  1. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

1. **Sustainability**
   1. The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

**Annex 1**

**[Supplier guidance: You must ensure that this this annual statement is completed and sent to the UKEF Authorised Representative at the end of each Contract Year]**

In accordance with paragraph 3 of this Joint Schedule 5 (Corporate Social Responsibility) we [enter Supplier Name] represents, warrants and undertake that in Contract Year [enter period]:

* + - * 1. it has reviewed its policies and procedures to ensure its compliance with the Modern Slavery Act 2015;
        2. it has conducted its business in a manner consistent with paragraph 3 of this Joint Schedule 5 and all applicable laws, regulations and codes including the Modern Slavery Act 2015 and all analogous legislation in place in any part of the world;
        3. the Supplier has made reasonable enquiries of each Subcontractor when required under the Contract which enquiries revealed that such Subcontractor has not been convicted of any offence involving slavery and/or trafficking and is not, and has not at any time been, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking;
        4. the Supplier has not been convicted of any offence involving slavery and/or trafficking and is not, and has not at any time been, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

The following steps have been taken during this Contract Year to ensure that slavery and human trafficking is not taking place in any of our supply chains or in any part of its business:

[please provide details]

Name:………………………………………………………

Signed:…………………………………………………….

[Partner or other authorised signatory]

Date:……………………………………………………….