

Joint Schedule 5 (Corporate Social Responsibility)

Definitions:

- "Modern Slavery"** refers to offences as set out in the Modern Slavery Act 2015
- "Child Labour"** means work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:
- is mentally, physically, socially or morally dangerous and harmful to children; and
 - interferes with their schooling by:
 - depriving them of the opportunity to attend school;
 - obliging them to leave school prematurely; or
 - requiring them to attempt to combine school attendance with excessively long and heavy work.
- Whether a specific type of work is classed as child labour will be viewed in the light of the International Labour Organisation (ILO) Minimum Age Convention 1973 (No. 138) and ILO Worst Forms of Child Labour Convention 1999 (No 182).
- "TISC Statement"** means a Transparency In Supply Chains Statement - a statement in compliance with the requirements of Section 54 of the Modern Slavery Act.

1. What we expect from our Suppliers

- 1.1 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)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer 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:

- 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
- 2.1.2 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.

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 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;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 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;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 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;

- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 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;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 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;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 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;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and

- (c) hours worked;
by individuals and by the Supplier Staff as a whole;
- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 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
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 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.

6. Sustainability

- 6.1 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: Service Level Agreement for Modern Slavery

Parties

This Service Level Agreement (SLA) is between CCS, the Buyer and the Supplier to “the Contract” and in this SLA a reference to ‘Parties’ shall mean all three of them.

Overview of the SLA

The purpose of this SLA is to set out the principles guiding the Parties’ behaviour to address risks and instances of Modern Slavery and Child Labour abuses within supply chains associated with the subject matter of the Contract.

It sets out the behaviours, standards and actions of the Parties and the mechanism for resolving problems associated with Modern Slavery and Child Labour abuses associated with the provision of services, goods or works under the Contract.

Requirements, standards and behaviours

Share information and cooperate with investigations

1.1 The Parties will:

- Inform each other immediately of any known instance or credible information which suggests Modern Slavery or Child Labour abuses in the supply chain
- Reciprocally share information that will help stop, or prevent, the abuse or exploitation of workers, including where either party has been made aware of risks specific to the supply chain
- Exchange relevant supply chain information, where it is practicable and appropriate to do so
- Work with the statutory authorities in the country concerned. In the case of UK reports, the National Referral Mechanism (NRM) and the Gangmasters and Labour Abuse Authority (GLAA) as appropriate.
- Treat all information sensitively and appropriately and not disseminate it without prior reference to the original sender
- Subject to any ongoing or criminal proceedings, all relevant parties shall be informed of the findings of any investigation

1.2 Where it is appropriate, and with information owners consent, the Relevant Authority will share information, redacted as appropriate, with the Supplier to tackle root causes of exploitation, share lessons learnt, raise awareness within the supply chain and protect workers from exploitation and abuse.

2. Investigate reports of Modern Slavery and Child Labour abuse

When a report, or evidence, of Modern Slavery or Child Labour abuse in the supply chain occurs:

2.1 The Supplier will take decisive, timely action following any information which suggests Modern Slavery or Child Labour standards abuses within the supply chain.

2.2 The Relevant Authority will work with the Supplier, with the Supplier to lead, to investigate fully any reports or evidence of Modern Slavery within the supply chain.

2.3 A dedicated team ("the Team") will be identified to pursue any reports of Modern Slavery or Child Labour and ensure actions are delivered.

2.3.1 The Team will comprise:

- the Supplier's dedicated point of contact, who will be responsible for investigating and taking action against concerns raised.
- The Buyer's dedicated point of contact.
- CCS's dedicated point of contact.

2.3.2 Individuals who take on this role must have sufficient seniority to be responsible for the exchange of information and an understanding of how sensitive information should be handled.

3. Remedy

The Supplier will:

3.1 Investigate each case and confirm the facts.

3.2 Be transparent and accountable (to the Team) in reporting progress.

3.3 Where slavery or child labour is identified work with the Team, victims, victim's representatives and, where relevant, statutory authorities to:

- 3.3.1 Agree a victim centric corrective action plan to tackle root causes and support identified victims.
- 3.3.2 Agree timescales for remedial measures.
- 3.3.3 Monitor delivery of the plan.
- 3.3.4 Take further action where plans are not delivered, or where delivery is not effective or timely to ensure that delivery happens within the initially agreed or revised timescales.

3.4 Where appropriate remedial measures require it:

- 3.4.1 Create partnerships with suppliers and victims and consult locally on any remedial measures.
- 3.4.2 Share responsibility and costs for investigation and remedial action, such as repaying victims for their labour or reimbursing costs such as illegally charged recruitment fees, appropriately across the supply chain.
- 3.4.3 Allow some flexibility for smaller businesses (e.g. longer time frames)

3.5 All remedial measures shall put the victim's welfare first. Specifically the Supplier shall:

Joint Schedule 5 (Corporate Social Responsibility)

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- 3.5.1 Prioritise the safety and security of the victims of slavery, particularly children.
- 3.5.2 Work with victims to identify remedial solutions that works for them and improves their situation in a time frame that is appropriate to the victims.
- 3.5.3 Address child labour and modern slavery as part of a wider approach to improve working conditions, aiming for year on year continuous improvement.
- 3.5.4 Phase out child labour in a responsible fashion to time lines appropriate to the victims.

4 Enforce

4.1 If the Supplier:

- 4.1.1 Does not cooperate with investigations, including concealing information or unreasonably delay sharing information.
- 4.1.2 Does not put the victims first, ie the Supplier:
 - 4.1.2.1 Continues to employ child labour illegally, or in hazardous conditions
 - 4.1.2.2 Is irresponsible in phasing out child labour
 - 4.1.2.3 Continues to employ people in Modern Slavery
 - 4.1.2.4 Does not implement remedial measures or refuses to improve its practice

4.2 the Relevant Authority will:

- 4.2.1 Review the actions available to it under the terms of the contract and generally at law, in light of the best outcome for victims, including:
 - 4.2.1.1 suspension,
 - 4.2.1.2 termination,
 - 4.2.1.3 exclusion from public procurement (for example in line with PPN 01/19) and
 - 4.2.1.4 sharing information with other public sector procurement bodies as part of a Past Performance Certificate in accordance with [PPN 04/15](#).

4.3 Where it does not provide a perverse outcome for victims the Relevant Authority will terminate, as a breach of law if:

- 4.3.1 the Supplier continues to employ child labour illegally, or in hazardous conditions, and refuses to improve its practice.
- 4.3.2 the Supplier is found to have committed criminal offences under the Modern Slavery Act.

4.4 If the Supplier:

- 4.4.1 Did not commit a criminal offence under the Modern Slavery Act; and
- 4.4.2 Acts in accordance with the principles set out in points 1 to 3.

4.5 The Relevant Authority will:

- 4.5.1 Have a presumption against taking contractual action even where the Supplier's supply chain is found to have committed criminal offences under the Modern Slavery Act.
- 4.5.2 Work with the Supplier to remedy any identified instances of Modern Slavery or Child Labour abuses.

This flowchart is based on the principles set out in Save the Children's "Big Business Small Hands Responsible Approaches to Child Labour" ISBN 1 841870307

