



**BRC Global Standard for
Ethical Trade & Responsible Sourcing
Consultation Draft
December 2018**



Introduction to this document and the consultation process

The information included in this consultation document has been developed and reviewed by an international working group made up of Ethical Trade and Responsible Sourcing stakeholders representing manufacturers, wholesalers, retailers, brand owners, certification bodies and independent technical experts. The next step in the development of the BRC Global Standard for Ethical Trade and Responsible Sourcing (including Definitions) and Audit Protocol is an extensive Public Consultation to understand stakeholders' requirements and views on the draft proposals.

This document contains the draft proposals and is structured as follows:

- Flow charts explaining the Audit Protocol, together with a short commentary
- Full requirements of the new Global Standard for Ethical Trade and Responsible Sourcing

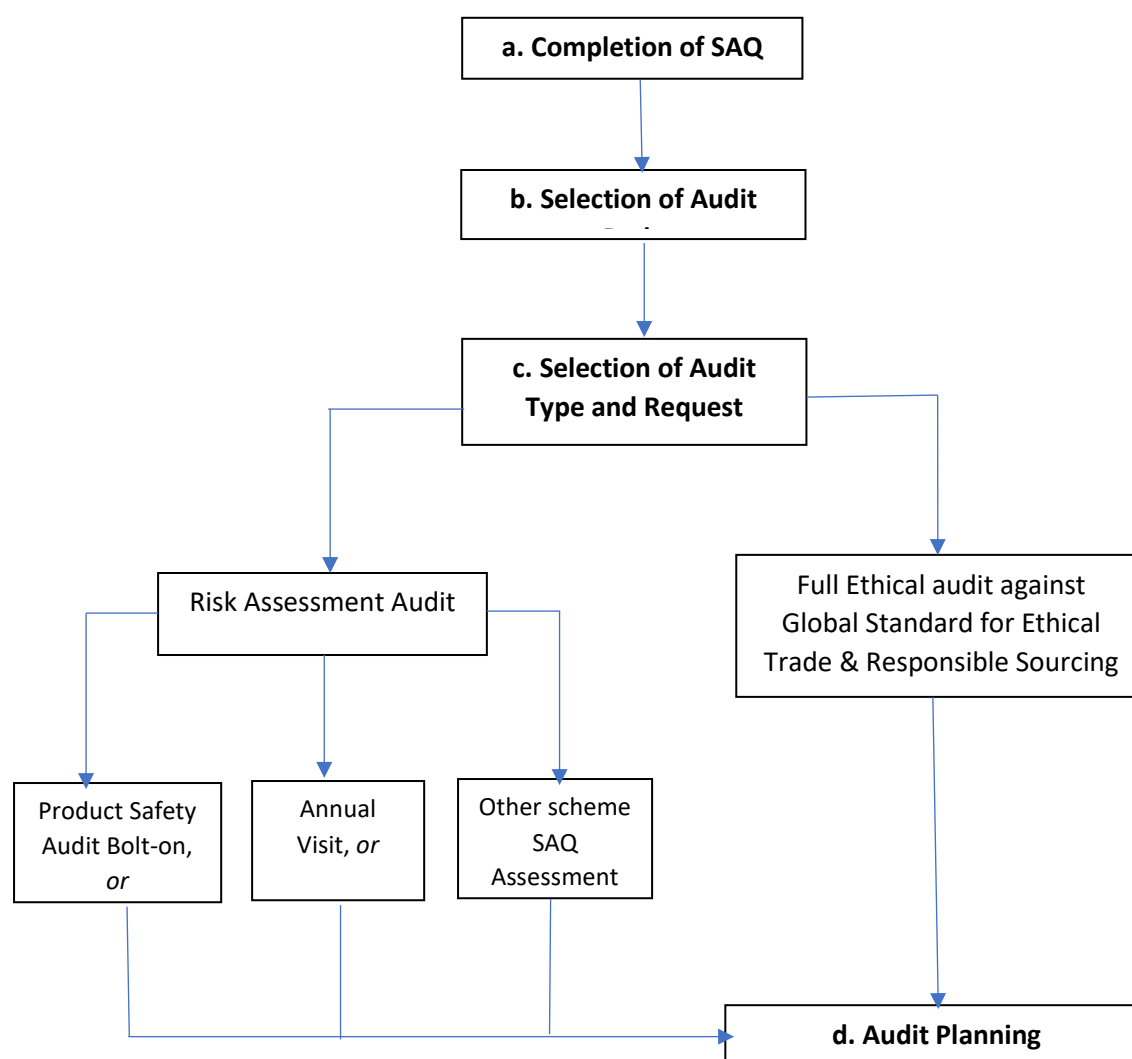
Stakeholders are encouraged to consider the details in this document and provide feedback on both the proposed requirements of the Global Standard and Audit Protocol. Feedback may be sent by email to enquiries@brcglobalstandards.com using the Feedback Form provided. The closing date for the submission of feedback is **10 February 2019**.

This draft is for the purposes of consultation only and are subject to change.

BRC Global Standard for Ethical Trade and Responsible Sourcing

Summary of the Proposed Audit Protocol

1. Selection of Audit Option



a. **Completion of Self-Assessment Questionnaire**

The Site completes a Self-Assessment Questionnaire (SAQ), including a Site Profile. The SAQ will be available on BRC Directory at www.brcdirectory.co.uk.

b. **Selection of Audit Body**

The Site selects an Audit Body that is approved by BRC Global Standards from the list of approved Audit Bodies on the BRC Directory.

c. **Selection of Audit Type and Request**

The Site requests an audit and discusses the type with their Audit Body, as follows:

- **Risk Assessment Audit:** a short audit focussing on technical / documentation issues. The Risk Assessment audit can be used as:
 - A bolt-on to a Product Safety audit, providing an overview of a Site's ethical performance.



- An annual visit to monitor Sites who have been through the Full Ethical Audit against the Global Standard.
 - A mechanism to assess the claims made on a SAQ relating to another Ethical Trade scheme such as SEDEX SMETA.
- **Full Ethical audit against Global Standard for Ethical Trade & Responsible Sourcing:** an audit against the complete requirements of the Global Standard.

Ideally, the Risk Assessment and Full Ethical audits shall be conducted by the same Audit Body. However, when it is not possible the site has the facility to share the risk assessment report via the BRC Directory.

d. Audit Planning

i. Audit Body Contractual Arrangements and Site Fee

A contract is established between the Site and their selected Audit Body, detailing the audit fees, the scope of the audit and the reporting requirements.

ii. Site Preparation

The Site agrees a mutually convenient date for the audit with its Audit Body and the required background information.

iii. Auditor / Audit Team Selection

The Audit Body selects an auditor and/or audit team that is suitable for the audit selected. The category of auditor will include:

- Risk Assessment Auditor: a Product Safety category specialist who has satisfied the BRC Global Standards' Auditor Competencies required to deliver Risk Assessment audits
- Lead and Associate Auditors: experienced and qualified Social Compliance Auditors who have satisfied BRC Global Standards' Auditor Competency requirements to deliver the Full Ethical audit.

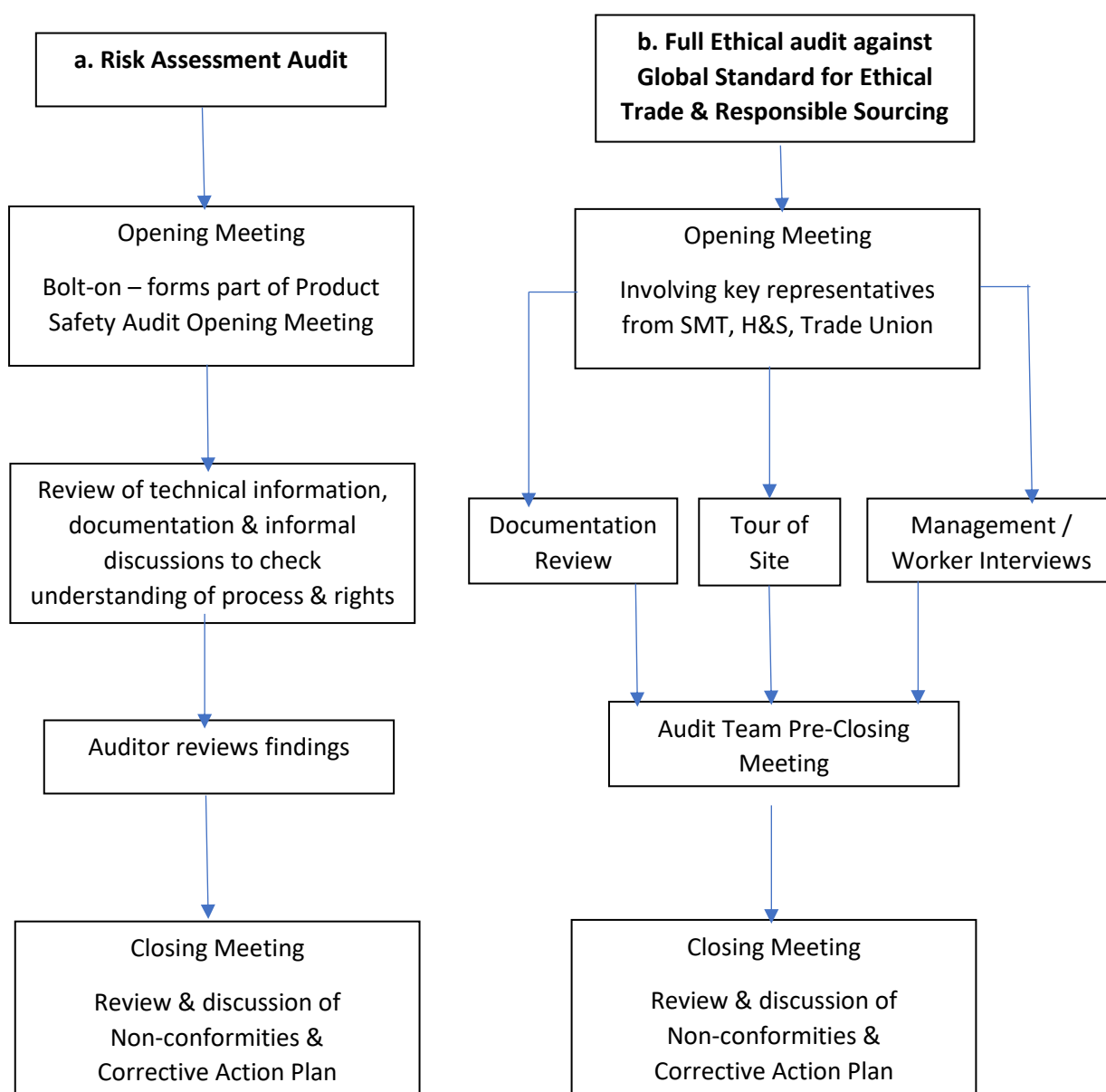
iv. Auditor / Audit Team Preparation

The Auditor / Audit Team uses the information provided by the Site to prepare for the audit. For the Full Ethical audit, the Audit Team also researches the external conditions, challenges and issues affecting the Site, such as the socio-political context and key stakeholders including trade unions or non-governmental organisations.

v. Communication with the Site

The Auditor / Audit Team liaises with the Site to ensure that all relevant pre-audit information is received no later than 15 working days before the audit.

2. Audit Execution



a. Risk Assessment Audit

- *Opening meeting:* the auditor confirms the agenda and the types of documentation / technical information required. If a Risk Assessment audit is bolted onto a Product Safety Audit, the agenda is a part of the Opening meeting.
- *Review of technical information / documentation / informal worker interviews to establish an understanding of process and rights:* the auditor conducts a technical and documentation review against the requirements of the Risk Assessment audit checklist with informal discussions with management and workers to establish their understanding of processes, procedures and their rights.
- *Review of findings:* the auditor prepares for the closing meeting.

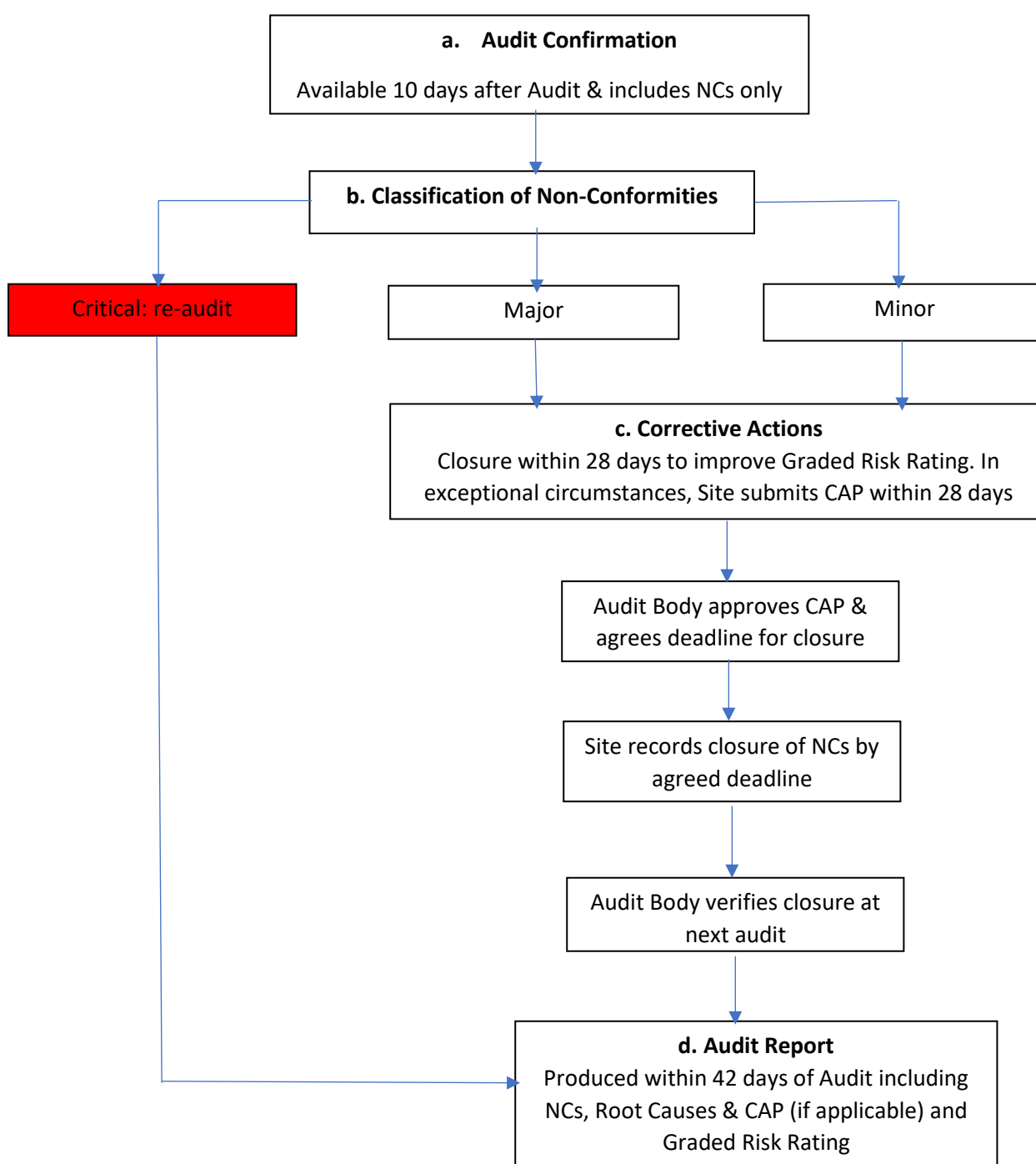


- *Closing meeting:* the auditor reviews the audit findings with the Site, discussing the non-conformities that have arisen and the Corrective Action Plan

b. Full Ethical Audit against BRC Global Standard for Ethical Trade & Responsible Sourcing

- *Opening meeting:* the Auditor / Audit Team outlines the purpose of the audit and the requirements against which the Site is being audited. The meeting is attended by senior management, health and safety, worker and/or trade union representatives. The audit then begins and is a mix of the following activities:
 - *Document review:* the Audit Team reviews relevant documentation, such as payroll and working hours' records.
 - *Tour of the Site:* the Audit Team observes the physical conditions and current practices on the Site.
 - *Management and worker interviews:* the Audit Team conducts formal interviews with both management and workers about the Global Standard requirements.
- *Pre-closing meeting:* The Audit Team meets before the closing meeting to discuss the findings of the audit, the non-conformities found, observations and good examples, as well as drafting Corrective Action Plan (CAP).
- *Closing meeting:* The Audit Team confirms the findings of the audit with the Site's management, as well as the non-conformities found, their classification and discuss the CAP.

3. Handling Non-Conformities & Corrective Actions



a. Audit Confirmation

Following audit, confirmation of completion is available on the BRC Directory within 10 calendar days. Details shall include the date of the audit and the NCs found. No Graded Risk Rating will be included at this stage.

b. Classification of Non-Conformities

The level of non-conformity assigned by an Auditor or Audit Team against a requirement of the Global Standard is an objective judgement with respect to severity/risk and is based on



evidence collected and observations made during the audit. For both audit types, Non-Conformities (NCs) are classified as

- *Critical*: where there is a critical failure either because of
 - identification of an illegal and/or mortally dangerous activity or
 - failure to comply with the ETI Base Code or ILO Conventions on issues such as child labourFor both audit types, if a Critical non-conformity is raised, the Site does not achieve a graded risk rating and will require a reaudit.
- *Major*: where a substantial failure to meet a “Statement of Intent” requirement or clause of the Standard, or a situation is identified that would, based on available objective evidence, raise significant doubt as to the conformity of a policy or procedure included in the Site’s Ethical Trade and Responsible Sourcing Management System.
- *Minor*: where a clause has not been fully met but based on objective evidence, the conformity of the ETRS Management System is not in doubt
- *Observations*: not a NC but an opportunity for change. For example, the Site is either advised to monitor the issue or the auditor makes a recommendation for improvement.

c. Corrective Actions

Following the audit, the Site undertakes corrective actions to remedy and close NCs, undertaking analyses of underlying or root cause to prevent reoccurrence. The process for closing NCs will be dependent upon the classification and the number of NCs identified.

- Major NCs - for both audit types, the Site is required to close Major NCs within 28 days of the audit. In exceptional circumstances where Major NCs require more time and resources to resolve, the Site may submit Corrective Action Plan within 28 days of the audit. The Audit Body confirms if the proposed CAP is suitable and proportional to the NC(s) and agrees a deadline for their closure. The Site monitors and records its progress against the actions in the CAP and the Audit Body verifies their progress within the agreed timescales at their next onsite audit.
- Minor NCs – for both audit types, the Site resolves them within 28 days. Only under very exceptional circumstances shall a Site submit a CAP.

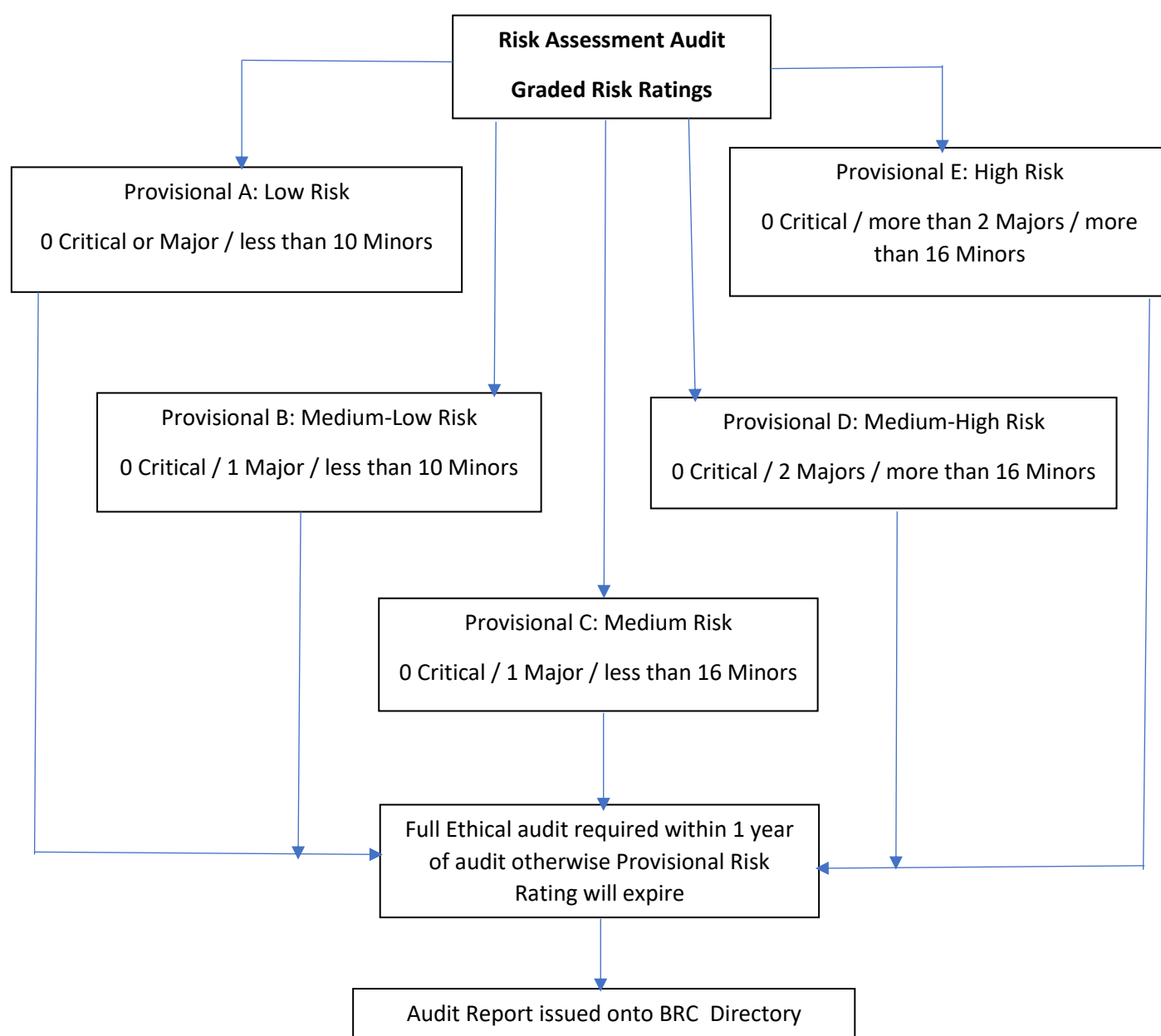
For both audit types, if a Site closes its NCs satisfactorily within the 28 days of their audit, they may improve their Graded Risk Rating. However, if a Site fails to address their NCs and/or submit a CAP within 28 days of the audit, they will require a reaudit.

d. Audit Report

For both audits, an audit report is produced within 42 days of the audit that includes the NCs, Root Causes & CAP (if applicable), together with the Graded Risk Rating.

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4. Graded Risk Rating

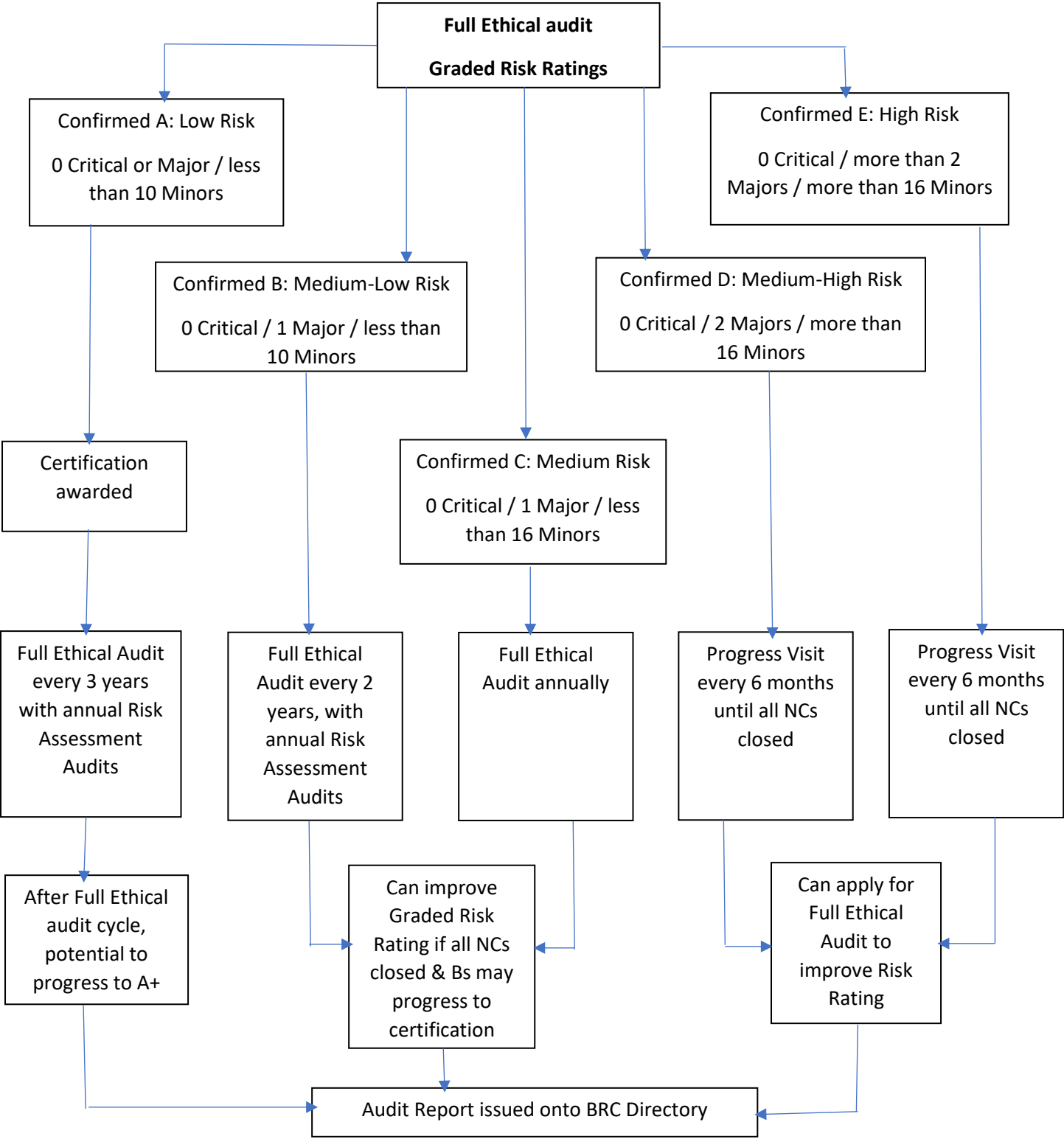


Once the audit report is released a Graded Risk Rating is provided and the next steps depend on the grade and the type of audit.

a. **Risk Assessment Audit**

The Site will be required to close off all NCs within 28 days or within the Corrective Action Plan deadline agreed with their Audit Body. Depending on the type of NC, follow-up audits may be required. For all levels, a Full Ethical audit must be completed within a year of the Risk Assessment Audit. To achieve a confirmed Graded Risk Rating (and certification at A grade only), a Site must complete a Full Ethical audit and close off all Major or Minor non-conformities. Finally, the audit report is issued onto the BRC Directory and available to both suppliers and their customers for review.

Graded Risk Rating (continued)



b. Full Ethical Audit

- **A: Low Risk.** The Site shall require a Full Ethical audit every 3 years, supplemented with annual Risk Assessment audits. Only A grades can achieve certification against the Global Standard and if their Graded Risk Rating declines, certification will be suspended.
- **B: Medium-Low Risk.** The Site will require a Full Ethical audit every 2 years, supplemented with annual Risk Assessment audits. To progress to an A grade and achieve certification, they may either close their non-conformities within 28 days of the Full Ethical audit or if they agree a CAP beyond this deadline, they may apply for a further Full Ethical audit. If they do not close all NCs by the agreed deadline, their Graded Risk Rating will decline.
- **C: Medium Risk.** The Site requires an annual Full Ethical audit and if they close off their NCs within 28 days of the audit, they may improve their Graded Risk Rating. If they do not close all NCs, their Graded Risk Rating will decline.
- **D: Medium-High Risk.** The Site will require Progress Visits every 6 months until all NCs are closed. To improve their Risk Rating, they may then apply for a Full Ethical audit. If they do not close their NCs, their Graded Risk Rating will decline.
- **E: High Risk.** The Site requires Progress Visits every 6 months until all NCs are closed. To improve their Graded Risk Rating, they may then apply for a Full Ethical audit.

The audit report is the issued onto the BRC Directory. In addition, certifications will be publicly available and Sites may publish their Graded Risk Ratings.

BRC Global Standard for Ethical Trade & Responsible Sourcing
Version 1, Draft

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| 1 | Senior management commitment |
| 1.1 | Senior management commitment and continual improvement |
| | <p>★ FUNDAMENTAL</p> |
| SOI | <p>The Site's senior management shall demonstrate they are fully committed to the implementation of the requirements of the Global Standard for Responsible Sourcing and to policies, processes and procedures which facilitate continual improvement of Responsible Sourcing, working and workplace conditions.</p> |
| 1.1.1 | <p>There shall be written policies that are signed-off by senior management, showing the Site's commitment to</p> <ul style="list-style-type: none"> • the elimination of all child labour (including no new recruitment of children) and the protection of the rights of young workers • the elimination and prevention of all discrimination within its operation • ensuring the health, safety and welfare of its workers • respecting, protecting and avoiding the infringement of the human rights of others • anti-bribery, corruption and fraud prevention • information security <p>All written policies shall form the basis of the Site's Ethical Trade and Responsible Sourcing Management System, referring to its intention to meet its obligation to comply with local, national and international laws, all relevant regulation, the principles of Responsible Sourcing, the protection of basic human rights and its responsibility to its workers.</p> |
| 1.1.2 | <p>The Site shall ensure that it has adequate and effective procedures in place to implement and adhere to the requirements of its Ethical Trade and Responsible Sourcing Management System.</p> |
| 1.1.3 | <p>The Site's Ethical Trade and Responsible Sourcing Management System shall have clear objectives that are defined by senior management and related to the delivery of the commitments outlined in the written policies, to maintain and improve labour standards, human rights, health and safety, legal compliance, quality and reputation, in accordance with this Standard.</p> |

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| 1.1.4 | The Site's senior management shall have a system in place to ensure that changes in legislation, Responsible Sourcing, Health and Safety and industry codes of practice are monitored so that new requirements are reflected in its policies and Ethical Trade and Responsible Sourcing Management System. |
| 1.1.5 | The Site shall have an original hard copy or electronic version of the current Standard available and be aware of any changes to the Standard or Audit Protocol that are published on the BRC Global Standards website. |
| 1.1.6 | The Site shall identify its Key Stakeholders and ensure that it communicates its Responsible Sourcing, Human Rights and Labour Standards policy requirements to them. |
| 1.1.7 | Where the Site is audited against this Standard it shall ensure that announced, semi-announced or unannounced audits occur on or before the audit due date indicated. |
| 1.1.8 | The Site shall ensure that the appointed senior management representative, the most senior production or operations manager, health & safety manager and trade union or worker representative(s) on site shall participate in the opening and closing meetings of the audit for Global Standard for Ethical Trade and Responsible Sourcing. Relevant departmental managers, or their deputies and trade union or worker representative(s) shall be available as required during the audit. |
| 1.2 | Allocation of Adequate Resource |
| SOI | The Site must provide adequate (capacity) and appropriate (capability) resource to enable the effective fulfilment of its Ethical Trade and Responsible Sourcing Management System obligations. |
| 1.2.1 | The Site's senior management shall provide the human and financial resources required to operate safely and in compliance with the requirements of this Standard. |
| 1.2.2 | The Site shall appoint a member of senior management to have overall responsibility for compliance with the Standard and the Site's Ethical Trade and Responsible Sourcing Management System obligations. The appointment shall be in writing and reflected in the individual's job description. |
| 1.2.3 | The Site shall ensure that the senior manager appointed has the necessary knowledge and understanding of the requirements of this Standard and the |

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| | Site's Ethical Trade and Responsible Sourcing Management System obligations to effectively fulfil their responsibilities. |
| 1.2.4 | The Site will ensure that management and workers at all levels (particularly those in stakeholder facing roles) receive training to support compliance with the Standard and understand the requirements of the policies, objectives and procedures of the Ethical Trade and Responsible Sourcing Management System and how the policies protect their human rights. |
| 1.3 | Management Review and Performance Monitoring |
| SOI | The Site's senior management shall monitor and review performance to ensure compliance with the requirements of this Standard, correcting non-conformities when detected and identify areas of improvement. |
| 1.3.1 | The Site's senior management shall put in place a process that shall require them to hold regular Management Review meetings (annually as a minimum), to assess the performance of the Ethical Trade and Responsible Sourcing Management System (as required in 1.1.2) and its compliance with the Standard. |
| 1.3.2 | The Site's senior management shall ensure that the Management Review process includes the evaluation of its performance against its objectives, targets, Key Performance Indicators, Corrective Action or Improvement Plans and the effectiveness of the Ethical Trade and Responsible Sourcing Management System. |
| 1.3.3 | The Site will ensure that records of the meeting shall be documented and used to revise the objectives, targets, Key Performance Indicators, any Corrective Action or Improvement Plans. |
| 1.3.4 | The Site shall effectively communicate decisions and actions agreed during the Management Review process to all levels of management and staff, with responsibilities allocated and actions implemented within agreed timescales. |
| 1.4 | Worker Awareness |
| SOI | The Site must ensure that workers are aware of their rights and responsibilities in the workplace, so they can support the principles of Ethical Trade and Responsible Sourcing (including customer requirements and codes), ensuring they are effectively implemented and upheld. |

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| 1.4.1 | The Site shall ensure that workers are made aware of labour standards and basic human rights and understand how the policies and procedures of the Ethical Trade and Responsible Sourcing Management System protect these rights and support customer requirements and codes. These policies are communicated to them in a language that they understand and a copy is made available to them. |
| 1.4.2 | The Site shall have a worker meeting programme where meetings are held at least quarterly which enables labour standards, health and safety, human rights, legality, quality and reputational issues to be brought to the attention of senior management and allow for the resolution of issues requiring immediate action. |
| 1.5 | Grievance Mechanisms |
| 1.5.1 | Internal Grievance Mechanism |
| SOI | The Site shall ensure that workers have access to a working, effective and confidential grievance mechanism to raise concerns about management practices, labour standards, human rights and Health and Safety issues. |
| 1.5.1.1 | The Site shall have a confidential reporting system to enable management and workers to report concerns without fear of reprisal that is clearly communicated to them. |
| 1.5.1.2 | The Site shall have a Grievance Procedure that governs the investigation and resolution of grievances that is communicated to management and workers. |
| 1.5.1.3 | In cases where grievances have been raised, the Grievance Procedure shall ensure that senior management, whilst respecting confidentiality and anonymity, acts on and seeks mutually agreed solutions to such grievances within an agreed timeframe and that all actions shall be documented. |
| 1.5.1.4 | The Site shall ensure that there are effective measures in place to safeguard workers that raise grievances from victimization and/or retaliation. |

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| 1.5.2 | External Complaints |
| SOI | The Site shall handle external complaints effectively, understanding and managing the expectations of stakeholders and using information accrued from investigations to reduce recurring complaint levels. |
| 1.5.2.1 | The Site shall have a procedure to manage external complaints, ensuring they are fully investigated and remediating actions recorded. |
| 1.5.2.2 | The Site shall implement recommendations arising from investigations, ensuring that remediating actions are recorded, appropriate to the seriousness and frequency of the complaint and completed promptly by appropriately trained staff. |
| 1.5.2.3 | The Site shall communicate the outcome of an investigation into an external complaint and any remediating actions to the relevant staff and stakeholders. |
| 1.5.2.4 | The Site shall analyse external complaint data for trends and where a significant increase of a complaint is identified, root cause analysis shall be used to define the remediating actions and ongoing improvements to avoid recurrence. This analysis shall be made available to relevant staff. |

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| 2 | Ethical Trade and Responsible Sourcing Management System |
| 2.1 | Ethical Trade and Responsible Sourcing Manual |
| SOI | The Site's processes and procedures to meet the requirements of this Standard shall be documented to allow consistent application, facilitate training, and support due diligence in all aspects related to Ethical Trade and Responsible Sourcing. |
| 2.1.1 | The Site's documented procedures, working methods and practices shall be available and accessible to all management and workers. |
| 2.1.2 | The Site shall ensure that all procedures and work instructions are clearly legible, unambiguous, using appropriate communication methods and sufficiently detailed to enable their correct application by appropriate staff. |

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| 2.2 | Documentation control |
| SOI | The Site shall operate an effective document control system to ensure that only the correct versions of documents, including recording forms, are available and in use. |
| 2.2.1 | <p>The Site shall have a procedure to manage and control documents which form part of the Ethical Trade and Responsible Sourcing Management System which should include:</p> <ul style="list-style-type: none"> • a list of all controlled documents indicating the latest version number • the method for the identification and authorisation of controlled documents • a record of the reason for any changes or amendments to documents • the system for the replacement of existing documents when they are updated. <p>Where documents are stored in electronic form they shall also be:</p> <ul style="list-style-type: none"> • stored securely (with authorised access, control of amendments or password protected) • backed up to prevent loss. |
| 2.3 | Record completion and maintenance |
| SOI | The Site shall maintain genuine paper and/or electronic records to demonstrate the effective implementation and control of activities related to ensuring that its Ethical Trade and Responsible Sourcing policies, working practices and procedures are adhered to. |
| 2.3.1 | <p>The Site shall ensure records (either paper or electronic) are legible, maintained in good condition, accessible and retrievable. Any alterations to records shall be authorised and justification for alteration shall be recorded. When records are in electronic form, they shall also be:</p> <ul style="list-style-type: none"> • stored securely (with authorised access, control of amendments or password protected) • backed up to prevent loss. |
| 2.3.2 | The Site shall retain paper and/or electronic records for a minimum of 5 years and in line with legal and customer requirements. |

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| 2.4 | Internal audits |
| | <p>★FUNDAMENTAL</p> |
| SOI | <p>The Site shall be able to demonstrate it verifies the effective application of the Ethical Trade and Responsible Sourcing Management System and its compliance with the requirements of the Standard.</p> |
| 2.4.1 | <p>The Site shall instigate an Internal Audit Programme that assesses the effectiveness of the Ethical Trade and Responsible Sourcing Management System and procedures implemented to achieve compliance with the Standard and must include a review of all identified risks and previous audit performance.</p> |
| 2.4.2 | <p>The Site shall ensure that internal audits shall be carried out by appropriately trained, independent, competent internal auditors.</p> |
| 2.4.3 | <p>The Site shall ensure that internal audit reports identify compliance as well as non-compliance and shall be communicated to the responsible manager, who will then inform the personnel involved with the audited activity. Corrective actions and timescales for their implementation shall be agreed and completion of the actions verified.</p> |
| 2.4.4 | <p>In addition to the programme of internal audits, the Site shall carry out other documented reviews inspections to ensure that all documentation remains compliant with the requirements of the Standard and legal requirements. The frequency of these inspections shall be based on risk.</p> |
| 2.5 | Corrective and preventive actions |
| | <p>★FUNDAMENTAL</p> |
| SOI | <p>The Site shall be able to demonstrate that it uses the information from identified non-conformities in the Ethical Trade and Responsible Sourcing Management System to make necessary corrective actions that include Root Cause Analysis and prevent recurrence.</p> |
| 2.5.1 | <p>Where a non-conformity compromises labour standards, human rights, health and safety, legality, quality and/or reputation, the Site shall have a procedure to investigate and record the actions taken, including:</p> <ul style="list-style-type: none"> • clear documentation of the non-conformity |

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| | <ul style="list-style-type: none"> • assessment of consequences by a suitably competent and authorised person • the action to address the immediate issue • an appropriate timescale for correction • the person responsible for correction • verification that the correction has been implemented and is effective. |
| 2.5.2 | <p>The site shall have a procedure for the completion of root cause analysis. As a minimum, root cause analysis shall be used to implement ongoing improvements and to prevent recurrence of non-conformities when:</p> <ul style="list-style-type: none"> • analysis of non-conformities for trends shows there has been a significant increase in a type of non-conformity • a non-conformity compromises labour standards, human rights, health and/or safety, legality, quality or reputation. |
| 2.5.3 | <p>Where cases of forced, bonded or child labour or human trafficking are discovered - either within the Site's own operations or within their supply chain, the Site shall ensure that adequate and documented measures are taken to safeguard the vulnerable individuals affected and remediate the situation.</p> |
| 2.6 | Management of Ethical Trade and Responsible Sourcing Incidents |
| SOI | <p>The Site shall have a plan and system in place to manage Ethical Trade and Responsible Sourcing incidents and crises effectively.</p> |
| 2.6.1 | <p>The Site shall have a documented Ethical Trade and Responsible Sourcing and Crisis Management Procedure and contingency plan that is capable of being actioned at any time, allowing them to report and effectively manage incidents and situations that may have a negative impact on the people affected, as well as the Site's brand or reputation.</p> |
| 2.6.2 | <p>The Site shall test the procedure and contingency plan annually and ensure the results are recorded.</p> |
| 2.7 | Relationship with Local Community |
| 2.7.1 | Community Engagement |
| SOI | <p>The Site shall foster positive relationships with its local community, including individuals or groups.</p> |

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| 2.7.1.1 | The Site shall have a Community Engagement Strategy that fosters positive relationships with the local community, helping to identify and respond to concerns about its operations. |
| 2.8 | Outsourced Processes |
| SOI | The Site shall ensure that where a process step is outsourced to another site or company and / or undertaken at another site (including Home Workers), it does not compromise the labour standards, health and safety or basic human rights of the workers involved. |
| 2.8.1 | The Site shall have a Supplier Approval Process for all outsourced processors that it uses, which must be completed before work is undertaken. |
| 2.8.2 | The Site shall ensure that they enter into formal delivery contracts with all outsourced processors that clearly define their business arrangements and explains the requirements of their Ethical Trade and Responsible Sourcing policies. |
| 2.8.3 | As a part of the Supplier Approval Process, the Site shall monitor approved outsourced processors to ensure they maintain legal compliance and the ongoing compliance with the requirements of the Site's Ethical Trade and Responsible Sourcing policies. |
| 3 | Labour standards |
| 3.1 | Regular Employment |
| 3.1.1 | Recruitment |
| SOI | The Site shall have a full understanding of its entire recruitment process, including its legal and / or ethical responsibilities. Where labour recruiters, employment agencies or other intermediaries are used, the Site shall ensure these entities maintain compliance with national legislation and the Site's Ethical Trade and Responsible Sourcing policies. |
| 3.1.1.1 | The Site shall have a fair and consistent Recruitment Procedure for the hiring of workers that it recruits and directly employs. |

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| 3.1.1.2 | The Site shall have an Approval Process for all labour recruiters, employment agencies and other intermediaries that it uses to source workers that it does not directly recruit and / or employ. |
| 3.1.1.3 | As a part of the Approval Process, the Site shall monitor approved labour recruiters, employment agencies and other intermediaries to ensure they maintain legal compliance (including operating licences or certifications where applicable) and the ongoing compliance with the requirements of the Site's Ethical Trade and Responsible Sourcing policies. |
| 3.1.1.4 | The Site shall have a list of approved labour recruiters, employment agencies and other intermediaries it uses. |
| 3.1.1.5 | The Site shall ensure that approved labour recruiters, employment agencies or other intermediaries do not subcontract to third parties without the prior and written consent of the Site. |
| 3.1.2 | Terms and Conditions |
| SOI | The Site shall ensure that, to every extent possible, work is performed based on a recognized employment relationship and that obligations to workers under labour or social laws are not avoided through the repeated use of fixed term or rolling contracts, labour-only contracting, subcontracting, homeworking arrangements or apprenticeship schemes where there is no real intention to impart knowledge or develop skills. |
| 3.1.2.1 | The Site shall ensure that any person who is a direct employee of the business shall be recognized as an employee and not self-employed. |
| 3.1.2.2 | The Site shall explain the terms and conditions of employment to its employees prior to their appointment in a language they understand, to ensure they can make an informed decision to accept or decline the job. |
| 3.1.2.3 | <p>The Site shall establish a formal agreement for each direct employee that defines the employment relationship that was discussed and agreed during the recruitment process, defining the terms and conditions of employment. As a minimum, the following information should be included in the agreement:</p> <ul style="list-style-type: none"> • employer's name • employee's name, job title, place of work and start date • hours of ordinary work • how much and how often the worker will be paid |

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| | <ul style="list-style-type: none"> • holiday entitlement • other benefits • notice period • information on the Grievance and Disciplinary Procedures |
| 3.1.2.4 | The Site shall provide the formal agreement for all employees in a language and / or format that they understand. |
| 3.1.2.5 | As a part of its Supplier Approval Process, the Site shall monitor its approved labour recruiters, employment agencies or other intermediaries to ensure all agency or subcontracted workers are provided with terms and conditions of employment that meet legal requirements and the requirements of the Standard. |
| 3.2 | Freely Chosen Employment |
| SOI | The Site shall recognize, respect and uphold the rights of prospective employees to choose to accept an offer of employment without incurring debt or any other penalty, burden or encumbrance. |
| 3.2.1 | The Site shall not require employees to pay a fee, incur any personal cost or be indebted in any way to the Site to secure work. |
| 3.2.2 | The Site shall ensure that where loans or advances are provided to workers, they shall conform to local legislation and be governed by a written agreement. |
| 3.3 | Entitlement to Work |
| SOI | The Site shall ensure that only workers with a legal right to work shall be employed. |
| 3.3.1 | Where individuals are employed either as permanent or non-permanent workers, the Site shall verify their entitlement to work before they commence employment. |
| 3.3.2 | The Site shall require approved labour recruiters, employment agencies or other intermediaries to provide evidence that they have validated that the workers they supply are legally entitled to work. |

| 3.4 | Freedom of Association and the Right to Collective Bargaining |
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| SOI | The Site shall recognize, respect and uphold the workers' right to freely associate and bargain collectively and shall not interfere with or discriminate against workers or their representatives. |
| 3.4.1 | The Site shall facilitate the workers' right to join (or decline to join) or form trade unions of their own choosing and to bargain collectively. |
| 3.4.2 | The Site shall not discriminate against worker representatives and shall allow them access to carry out their representative functions in the workplace. |
| 3.4.3 | The Site shall allow the selection of worker representatives that are freely chosen by workers through an election process, without the involvement or interference of management. The Site shall record the results of any election process. |
| 3.4.4 | The Site shall ensure that details of elected representatives are displayed and easily accessible to workers. |
| 3.4.5 | The Site will ensure that management takes reasonable measures to inform workers about their rights regarding Freedom of Association and collective bargaining. |
| 3.4.6 | Where the right to Freedom of Association and collective bargaining is restricted under law, the Site shall facilitate and not hinder the development of parallel means for independent, free association and bargaining. |
| 3.4.7 | Management shall meet regularly to consult with the trade union or worker representative(s) on issues related to collective bargaining and grievance. |
| 3.5 | Child Labour |
| | ★ FUNDAMENTAL |
| SOI | The Site shall not recruit or employ children and shall effectively safeguard individuals and remedy situations if child labour is discovered, both within its own operations and within its supply chain. |
| 3.5.1 | The Site shall not undertake any new recruitment of child labour and shall not employ people under the age of 15, under the minimum age for work or under the minimum age for completion of compulsory education, whichever affords the greatest protection. |

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| 3.5.2 | Where labour providers, employment agencies, other intermediaries or subcontractors are used, the Site shall ensure that its own child labour policy labour extends to the personnel employed by these third parties. |
| 3.5.3 | The Site shall have a robust system to help determine the age and suitability of applicants applying to work for the Site and shall inform if employment is declined because an applicant is below the minimum age for work or the Basic Minimum Age of 15. |
| 3.5.4 | Where children are resident in workplace family accommodation with their parents, the Site shall prohibit them from participating in any form of work relating to its operation. |
| 3.5.5 | If child labour is discovered, the Site shall identify the root cause to ensure it does not reoccur and support the child or children to ensure they are safeguarded and able to attend and remain in education, have access to play, leisure and cultural activities and be housed in accommodation that meets their physical and social needs until they are no longer a child- |
| 3.5.6 | The Site shall develop or participate in and contribute to policies and programmes that provide for the transition of any child found to be performing child labour until they are no longer a child. |
| 3.6 | Young or Vulnerable Workers |
| SOI | The Site shall ensure that the working conditions of young or vulnerable workers are in line with local law or relevant ILO Conventions, whichever affords the higher protection. As a minimum, young or vulnerable workers should not work at night, or in conditions that expose them to physical, emotional or moral harm and should not undertake work that interferes with their education or training. |
| 3.6.1 | The Site shall ensure that young workers between the ages of 15 and 18 have terms and conditions of employment that comply with national legal requirements. |
| 3.6.2 | The Site shall ensure that young workers terms and conditions of employment are accepted and authorised by their parents or legal guardians. |
| 3.6.3 | The Site shall ensure that young or vulnerable workers have access to effective grievance mechanisms. |

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| 3.6.4 | The Site shall ensure that young or vulnerable workers are trained on relevant Health and Safety issues that are related to their status. |
| 3.7 | Wages |
| | ★ FUNDAMENTAL |
| SOI | The Site shall ensure that workers receive a fair wage for their services which, as a minimum, meets the legal minimum wage rate where such legislation exists or as established through a collective agreement between management & workers. |
| 3.7.1 | The Site shall ensure that wages - including quota or piece rate payments - and benefits paid for a standard working week shall meet the legal minimum wage rate (where available) or industry benchmark standards, whichever is higher. In any event, wages shall always be enough to meet basic needs and to provide some discretionary income. |
| 3.7.2 | Where applicable, the Site shall pay workers in accordance with established Collective Bargaining Agreements or their equivalent. |
| 3.7.3 | The Site shall pay overtime at a premium and in accordance with local law or a recognized Collective Bargaining Agreement. Such overtime payment shall include work on Public Holidays. |
| 3.7.4 | The Site shall pay wages regularly, on time and in accordance with the terms and conditions of employment established between the employer and the worker prior to commencement of employment. |
| 3.7.5 | The Site shall pay wages to workers that correspond to their pay period for all amounts due, including the hours worked, overtime payments, piece rate amount where applicable and deductions. |
| 3.7.6 | <p>The Site shall ensure that for each pay period workers receive written pay slips that comply with legal requirements and summarise their wages and deductions, providing enough information for the worker to know they have received the correct pay. As a minimum, the pay slip shall contain:</p> <ul style="list-style-type: none"> • information required by law • employee's name • pay period and hourly pay rate • hours worked |

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| 3.7.7 | The Site shall take reasonable measures to ensure that workers understand their pay slips. |
| 3.7.8 | The Site shall ensure that any deductions (statutory & non-statutory) shall conform to the requirements of applicable legislation. |
| 3.7.9 | If the Site provides accommodation, any deduction made from workers' wages shall be done in accordance with local legislation. In places where no legislation exists, the deduction shall be reasonable. |
| 3.7.10 | Where access to purchases and provisions is provided by the Site, there shall be no obligation - direct or implied - placed on the worker to make use of them. Where deductions are made for purchases and provisions, they shall be supported with evidence of Proof of Purchase. |
| 3.7.11 | The Site shall ensure that workers are entitled to and shall receive all leave allowances outlined in their Terms and Conditions of Employment including those provided by law (statutory and non-statutory). |
| 3.8 | Working Hours |
| SOI | The Site shall ensure that workers do not work excessive hours and that all working hours are accurately recorded and monitored. Where workers are asked to work overtime, this shall be voluntary, compensated at a premium and shall not be regular. |
| 3.8.1 | The Site shall ensure that there are effective systems in place to accurately record the number of hours worked by each worker. |
| 3.8.2 | The Site shall ensure that working hours - including the provision of rest breaks - must comply with national laws, collective agreements, and the provision of 3.9.3-3.9.7 below (based on International Labour Site standards), whichever affords the greater protection for workers. |
| 3.8.3 | The Site shall define ordinary working hours, excluding overtime and ensure they do not exceed 48 hours per week. |
| 3.8.4 | The Site shall ensure that all overtime shall be voluntary and used responsibly, considering the extent, frequency and hours worked by individual workers and the workforce. Overtime shall not be used regularly or to replace regular employment. Overtime shall always be compensated at a premium rate, which |

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| | is recommended to be not less than 125% of regular rate of pay or in line with local legislation. |
| 3.8.5 | The Site shall ensure that the total hours worked in any 7-day period shall not exceed 60 hours, except where covered by clause 3.9.6 and 3.9.7 below. |
| 3.8.6 | The Site shall ensure that working hours may only exceed 60 hours in any 7-day period in exceptional circumstances where it is allowed by national law, or by collective agreement freely negotiated with a workers' Site representing a significant portion of the workforce, appropriate safeguards are taken to protect workers' health and safety and the employer can demonstrate that exceptional circumstances apply such as unexpected product peaks, accidents or emergencies. |
| 3.8.7 | The Site shall ensure that workers have at least one day off in every 7-day period or, where allowed by national law, 2 days in every 14-day period. |
| 3.9 | Discrimination |
| SOI | The Site shall ensure that there is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. |
| 3.9.1 | The Site shall extend the Discrimination Policy (required in Clause 1.1.1) to all workers including permanent, non-permanent and migrant workers, to ensure that the entire workforce is treated fairly and equally across all aspects of their employment terms and conditions. |
| 3.10 | Worker Records |
| SOI | The Site shall ensure that all workers, have accurate and up-to-date personnel records that are confidential to ensure that the worker's data is protected. |
| 3.10.1 | The Site shall maintain accurate and up-to-date records for each worker to establish a history of who has been employed in the past as well as the duration of their employment. |
| 3.10.2 | The Site shall ensure that all worker records are stored in a secure place where the data is protected in accordance with legal requirements so that their privacy is safeguarded and can only be accessed by authorised personnel. |

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| 3.10.3 | The Site shall ensure that non-permanent workers that leave and return to the same place of work within 12 months shall accrue all leave and other benefits due to them by local law. |
| 3.11 | Fair Discipline |
| SOI | The Site shall ensure that discipline is applied fairly and consistently and that there is no physical or verbal abuse (or any threat thereof) and that all forms of intimidation are prohibited. |
| 3.11.1 | The Site shall establish a documented Disciplinary Procedure explaining the steps taken should disciplinary action be taken against a worker. |
| 3.11.2 | The Site shall inform all workers so that they understand and have access to the Disciplinary Procedure in a language or format that they understand. |
| 3.11.3 | The Site shall ensure that all managers with people management responsibility receive training on the fair application of the Disciplinary Procedure. |
| 3.11.4 | The Site shall maintain accurate and up-to-date records of all disciplinary processes and of any hearings, findings and disciplinary actions that have been taken. |
| 3.11.5 | The Site shall ensure that disciplinary actions do not include fines or other deductions, or the threat or mention thereof. |
| 3.11.6 | The Site shall ensure that no threats or intimidation in any form, including bullying, physical abuse and sexual or other harassment, shall be tolerated. |

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| 4 | Health and Safety |
| 4.1 | A Healthy and Safe Working Environment |
| SOI | The Site shall ensure that a healthy and safe workplace is provided and shall take adequate steps to prevent accidents and injury arising out of, associated with or occurring during work by minimising, as far as is reasonably practicable, hazards in the working environment |

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| 4.1.1 | The Site shall regularly monitor its performance regarding Health, Safety and Welfare in the workplace and shall establish documented SMART objectives that are appropriate and specific to the OHS Management System. |
| 4.2 | Health and Safety Risk Assessments |
| SOI | The Site shall undertake risk assessments to identify hazards and understand risks in the working environment. The risk assessments shall be completed by appropriately qualified and competent personnel, reviewed regularly, the results documented and communicated to management and workers. |
| 4.2.1 | The Site shall ensure that risk assessments to identify hazards and understand risks in the working environment are conducted by appropriate qualified and competent personnel. |
| 4.2.2 | The Site shall undertake risk assessments to identify potential hazards and risks in its operation and shall establish systems to detect, minimise, avoid or mitigate to potential threats to the overall health, safety and welfare of all workers. |
| 4.2.2 | The Site shall use the risk assessments to develop an action plan applicable to all workers, demonstrating that it has put in place effective measures to protect workers, prevent accidents and injuries in the workplace. |
| 4.3 | Effective Management of Risk |
| SOI | The Site shall operate an effective risk management system assigning overall responsibility for health and safety to a member of senior management. In addition, the Site shall make available the financial, human and other resources necessary to maintain an effective system. |
| 4.3.1 | The Site shall formally appoint a senior management representative responsible for the overall health and safety of workers and they will be accountable for the implementation and management of health and safety measures required by this Standard. |
| 4.3.2 | The Site shall ensure that a worker is nominated by the workforce and formally appointed to act as the Health and Safety representative on their behalf, to support legal compliance regarding health and safety issues. |

| 4.4 | Worker Training |
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| SOI | The Site shall ensure that workers receive periodic and documented Health & Safety training and supporting information. Such training shall be repeated regularly for existing workers, as well as delivered to new or reassigned workers. In all cases, workers shall be paid to attend training during regular working hours and at no cost to them. |
| 4.4.1 | The Site shall deliver a basic health & safety induction to workers when they start work or when they are reassigned, covering all the significant risks identified in the risk assessments. The training shall be documented. |
| 4.4.2 | The Site shall repeat the delivery of health & safety training to existing workers periodically, to refresh their understanding of how health and safety relates to their jobs. The training shall be documented. |
| 4.4.3 | The Site shall make information about health and safety issues available to workers in suitable formats that promote understanding. |
| 4.4.4 | The Site shall ensure that the appointed Health and Safety representatives shall receive training that explains how to perform their legal duties and what they are. |
| 4.5 | Personal Protective Equipment (PPE) |
| SOI | The Site shall ensure that workers who require Personal Protective Equipment identified through risk assessment are provided with the correct equipment that will minimise the risk and allow them to fulfil their jobs without harm or injury. |
| 4.5.1 | The Site shall provide workers with Personal Protective Equipment that is at no cost to the worker, fit for purpose, maintained and in a good state of repair. |
| 4.5.2 | The Site shall ensure that workers required to use Personal Protective Equipment are trained to use the equipment correctly. |
| 4.5.3 | The Site shall conduct regular and documented checks of workers required to use Personal Protective Equipment, to ensure they are using the equipment provided for them. |
| 4.5.4 | The Site shall provide facilities for washing and storage of Personal Protective Equipment. |

| 4.6 | Medical Surveillance and Assistance |
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| SOI | Where identified through risk assessment, the Site shall provide medical screening and assistance to workers who are exposed to substances hazardous to health in line with legal requirements, to ensure that the risk of serious injury or the development of long-term health conditions or injury is minimised. |
| 4.6.1 | The Site shall provide medical screening and assistance to workers who are regularly exposed to occupational hazards where continuous exposure increases the risk of injury or disease in line with legal requirements, as identified through risk assessment. |
| 4.6.2 | The Site shall provide precautionary screening for all workers that come into regular contact with hazardous substances and materials, as identified through risk assessments. |
| 4.7 | Control of Substances Hazardous to Health |
| SOI | The Site shall ensure that workers that handle substances that are hazardous to health have access to procedures and information designed to protect their health, safety and well-being, in line with legal requirements. |
| 4.7.1 | The Site shall have health and safety procedures informed by the risk assessments that explain how chemicals, hazardous substances and materials should be handled, stored and disposed of, to ensure that workers exposure to risk is minimised and to meet legal requirements. |
| 4.7.2 | The Site shall have periodic and documented health and safety training for workers that handle chemicals, hazardous substances and materials to ensure that their exposure to risk is minimised. |
| 4.7.3 | The Site shall ensure that all substances hazardous to health are stored safely and with the relevant and up-to-date Materials Safety Data Sheets or equivalent and available in areas of storage and use, according to local Health and Safety law or regulations where these exist. |
| 4.7.4 | The Site shall ensure that a documented inventory is kept of all substances and materials hazardous to health stored and used onsite which is regularly updated in line with legal requirements. |

| 4.8 | Accident and Emergency Preparedness |
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| SOI | The Site shall ensure that there are appropriate procedures as well as all necessary equipment and facilities to deal with accident and emergencies in the workplace, such as chemical spills. |
| 4.8.1 | The Site shall have an Accident and Emergency Procedure which should be displayed in relevant areas that is readily accessible to workers, together with the contact details for the relevant personnel. |
| 4.8.2 | The Site shall train all relevant workers on the Accident and Emergency Procedure to make sure they understand what to do in the event of an accident or emergency. |
| 4.8.3 | The Site shall ensure that all accidents and emergencies are recorded and in all cases where more than basic first aid is required, a written incident report is completed and the cause investigated. |
| 4.8.4 | The Site shall ensure that appropriate signs are displayed in areas where hazards have been identified. |
| 4.8.5 | The Site shall ensure that all emergency lighting, fire exits, escape routes, firefighting equipment, fire and smoke alarms and carbon monoxide detectors are clearly labelled according to industry standards and legal requirements. |
| 4.8.6 | The Site shall provide appropriate warning systems such as smoke or carbon monoxide detectors, alarms and fire-fighting equipment in the workplace. |
| 4.8.7 | Based on risk assessment recommendations and the building type, the Site shall regularly test its warning systems and fire-fighting equipment to ensure it is in good working order. |
| 4.8.8 | The Site shall ensure that fire exits are kept clear always to allow for swift and efficient escape in case of an emergency. |
| 4.8.9 | The Site shall ensure that all workers know that they are free to remove themselves from any situation that exposes them to imminent danger without seeking permission and without fear of repercussions for doing so and that they know what to do in the event of an emergency. |

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| 4.9 | First Aid and Access to Medical Care |
| SOI | The Site shall ensure that the provision of First Aid facilities, equipment and supplies as well as access to medical care meets the minimum legal requirements. |
| 4.9.1 | The Site shall provide well-stocked, maintained first aid supplies in the workplace that meets minimum legal requirements. |
| 4.8.2 | The Site shall ensure there are an appropriate number of trained first aiders in the workplace. |
| 4.9.3 | The Site shall ensure there are trained members of staff onsite should medical care be required in line with legal requirements. |
| 4.10 | Facilities |
| 4.10.1 | Buildings and Equipment |
| SOI | The Site shall ensure that all facilities, including buildings and equipment provided in the workplace are in a good state of repair, regularly maintained and pose no threat to the physical health and safety of workers. |
| 4.10.1.1 | The Site shall ensure it can provide evidence that machinery and equipment is maintained and in a good state of repair. |
| 4.10.1.2 | The Site shall maintain buildings so that they are in a good state of repair. |
| 4.10.1.3 | The Site shall provide adequate lighting in the workplace. |
| 4.10.1.4 | The Site shall ensure that any regulated equipment is maintained and regularly serviced by an approved contractor. |
| 4.10.1.5 | The Site shall make sure that where transport for workers is provided, it shall meet minimum safety standards prescribed by legislation. |

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| 4.10.1.6 | The Site shall ensure that electrical installations are locked so that only authorized personnel have access and that appropriate warning signs are displayed. |
| 4.10.2 | Worker Accommodation |
| SOI | The Site shall ensure that all accommodation provided for workers meets their basic needs. |
| 4.10.2.1 | The Site shall provide warning systems and other regulated equipment in worker accommodation that are regularly serviced by an approved contractor. |
| 4.10.2.2 | The Site shall ensure there are sufficient and unobstructed fire exits in all accommodation provided. |
| 4.10.2.3 | The Site shall provide adequate lighting in worker accommodation. |
| 4.10.2.4 | The Site shall maintain accommodation buildings so that they are in a good state of repair. |
| 4.10.2.5 | The Site shall ensure that all electrical equipment provided in worker accommodation is maintained and regularly serviced. |
| 4.10.2.6 | The Site shall ensure that the accommodation meets the requirements of the relevant regulations (where applicable) and shall be clearly and distinctly separated from any buildings used for production and/or storage. |
| 4.10.2.7 | The Site shall ensure that worker accommodation is clean, safe and meet the basic needs of its workers. |
| 4.11 | Worker Welfare |
| SOI | The Site shall ensure that workers are provided with the necessary facilities to enable them to perform their duties in an environment that affords them dignity and respect. |
| 4.11.1 | The Site shall ensure that without exception, workers shall have access to toilet and changing facilities in or near their place of work. |

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| 4.11.2 | The Site shall ensure access to clean and sufficient drinking water in or near workers' place of work. Drinking water shall conform to the national standards established by the relevant authorities and if applicable, there should be sanitary facilities for food preparation, storage and rest areas. |
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| 5 | Respect for Human Rights |
| 5.1 | UN Guiding Principles on Business & Human Rights |
| | ★FUNDAMENTAL |
| SOI | The Site shall respect and avoid infringing the human rights of others, either directly within their own operations or indirectly through entities with whom they do business and should seek to remediate and wherever possible, eliminate adverse human rights impacts where they are identified. |
| 5.1.1 | The Site shall appoint a senior management representative responsible for overseeing human rights issues in all aspects of its operation. |
| 5.1.2 | The Site shall undertake a Human Rights Impact Assessment to identify areas where there may be direct, indirect or the potential for adverse human rights impacts in their operations. |
| 5.1.3 | The Site shall monitor the effectiveness of its Human Rights Policy (as required in 1.1.1) through periodically reviewing the Impact Assessment and measuring the positive and negative impact on stakeholders. |
| 5.1.4 | Where the Site identifies or is made aware of direct, indirect or the potential for adverse human rights impacts, either caused by its operations or where its operations are a contributing factor, they shall provide for or contribute to the management, remediation, minimisation or elimination of those impacts through legitimate processes. |
| 5.1.5 | In all instances where the Site has identified the direct, indirect or the potential for adverse human rights impacts – caused in part or in full by the Site's operations – they shall take adequate accountability measures that are documented into an Accountability Report that is communicated externally, to show how the Site has responded to mitigate and/or minimise these impacts. |
| 5.1.6 | The Site shall cascade its Ethical Trade and Responsible Sourcing policies and (required in 1.1.1) and risk assessment practices to its Direct and Indirect Suppliers through their supply chains and work with them to identify, manage and mitigate identified risks. |

| 5.2 | Forced & Bonded Labour |
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| | ★FUNDAMENTAL |
| SOI | The Site shall ensure that workers without exception shall have the right to work without subjugation, without any form of financial or other penalty and shall be free to terminate their employment without penalty. |
| 5.2.1 | The Site shall not permit forced, bonded or involuntary prison labour. |
| 5.2.2 | The Site shall establish effective recruitment procedures that ensure workers' rights in this regard are respected and upheld. |
| 5.2.3 | The Site shall not require workers to lodge deposits or their identity papers with anyone and are free to leave their employment after an agreed notice period. |
| 5.2.4 | Where the Site provides facilities for the safekeeping of personal belongings, there shall be evidence that the use of such facilities is made at the request of the owner of the belongings and that access shall be granted to the owner upon request. |
| 5.2.5 | The Site shall not restrict workers from moving freely or leaving the workplace at the end of their shift / outside of working hours nor shall they be obligated to stay at the workplace or in any other accommodation owned or provided by the workplace. |
| 5.3 | Human Trafficking |
| | ★FUNDAMENTAL |
| SOI | The Site shall ensure that there are adequate procedures to effectively identify, quantify and where necessary, to address the risk of human trafficking during the recruitment process, particularly where this involves the displacement of people from their normal place or country of residence in line with relevant legislation. |
| 5.3.1 | The Site shall not tolerate human trafficking. However, if cases are identified then the Site shall have a procedure to ensure the safeguarding of the individual(s) involved and it is reported to the relevant country / national authorities in line with relevant legislation. |

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| 5.4 | Land Use Rights |
| SOI | The Site shall avoid the encroachment of its operations on the lives of the community in which it operates, not displacing people or communities and demonstrating that it has the legal permissions and licences to operate. |
| 5.4.1 | The Site shall demonstrate that they are legally entitled to occupy the land and are in possession of the necessary permits, deeds and other statutory documentation associated with operating a business. |

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| 6 | Corporate Governance |
| 6.1 | Business Ethics and Integrity |
| | ★ FUNDAMENTAL |
| SOI | The Site shall commit to the highest standards of ethical conduct and integrity within its operations, ensuring that all workers acting on its behalf conduct their activities with honesty, transparency and professionalism, in compliance with legal requirements. |
| 6.1.1 | The Site shall ensure that it meets the requirements of local and national legislation related to bribery, corruption and fraudulent business practices. |
| 6.1.2 | The Site shall formally appoint a senior management representative who is responsible for overseeing the implementation of the Anti-Bribery, Corruption and Fraud Prevention Policy required in 1.1.1 across all aspects of its operation. |
| 6.1.3 | The Site shall conduct a risk assessment of its operations to identify areas where it may be vulnerable to incidents of bribery, corruption and fraudulent business practice. |
| 6.1.4 | The Site shall put in place an Anti-Bribery, Corruption and Fraud Prevention Procedures to prevent and minimise incidents of bribery, corruption and fraudulent business practices across its operations. |
| 6.1.5 | The Site shall ensure that all relevant management and workers, particularly those in job roles carrying a higher risk of bribery, corruption and fraud (as |

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| | identified in the Human Rights Impact Assessment) receive training on its Procedures to raise their understanding of the issues and deter incidents. |
| 6.1.6 | The Site shall report any incidents of bribery, corruption or fraud to the certification body and the relevant authorities, cooperating with them to act against individuals or organisations committing the offence. |
| 6.1.7 | The Site shall document any incidents of bribery, corruption or fraud in its operations, recording details of the action taken to remediate any damage caused by the incident. |
| 6.1.9 | The Site shall ensure that all new contracts its Direct Suppliers, Labour Recruiters, Employment Agencies or Other Intermediaries it uses includes requirements relating to anti-bribery, corruption and fraud prevention. |
| 6.1.10 | The Site shall regularly review the effectiveness of its Anti-Bribery, Corruption and Fraud Prevention Procedures and make documented changes where required. |
| 6.2 | Information Security |
| | ☆FUNDAMENTAL |
| SOI | The Site shall be committed to the highest standards of information security to protect the confidentiality and integrity of all business-related data in compliance with legal requirements. |
| 6.2.1 | The Site shall ensure that it meets the requirements of local and national legislation related to data protection. |
| 6.2.2 | The Site shall formally appoint a senior management representative who is responsible for overseeing the implementation of the Information Security Policy required in 1.1.1 across all aspects of its operation. |
| 6.2.3 | The Site shall conduct a risk assessment of its operations to identify areas where it may be vulnerable to data breaches or digital crime. |
| 6.2.4 | The Site shall put in place information management procedures to ensure that all information relating to its operations is secure and that it has taken steps to minimise data breaches or digital crime. |

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| 6.2.5 | The Site shall ensure that all staff receive training on its Information Security Procedures to raise their understanding of the issues and deter data breaches or digital crime. |
| 6.2.6 | The Site shall report any data breaches or digital crime to the relevant authorities, cooperating with them to act against individuals or organisations committing the offence. |
| 6.2.7 | The Site shall document any data breaches or digital crime, recording details of the action taken to remediate any damage caused by the incident. |
| 6.2.8 | The Site shall ensure that all new contracts its suppliers, labour recruiters, employment agencies, other intermediaries and subcontractors it uses includes requirements relating to information security. |
| 6.2.9 | The Site shall regularly review the effectiveness of its Information Security Procedures and make documented changes where required. |



BRC Global Standard for Ethical Trade and Responsible Sourcing

Definitions

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| Accident & Emergency Procedure: | A plan of actions to be conducted in a certain order or manner, in response to an accident or emergency event. |
| Accommodation: | A room, group of rooms, or building provided by the Site, in which workers may live or stay. |
| Accountability Report: | A report that provides an update on the actions and progress made to eliminate or mitigate potential or actual human rights abuses identified in a Human Rights Impact Assessment. |
| Agency worker: | A worker who has a contract with an agency and is assigned to work for a hiring organisation for a temporary period. Whilst on an assignment, the worker is temporarily under the supervision of the hiring organisation, but they are paid by the agency, who is paid by the hiring organisation. |
| Applicable: | In relation to a requirement of the Standard, the Site will assess the need to the requirement and, where applicable, put in place systems, processes, procedures or equipment to meet the requirement. The Site shall be mindful of legal requirements, best-practice standards, industry benchmark standards or guidance and any other information relating to health and safety, labour standards and human rights. |
| Appointed Senior Management Representative: | An individual nominated from Senior Management who has overall responsibility and accountability for the implementation and performance of the Ethical Trade and Responsible Sourcing Management System and its component parts. |
| Approved Supplier: | A supplier that has been a process of evaluation to ensure they comply with legal requirements, as well as the requirements of the Site's expectations relating to health and safety, labour standards and human rights, as outlined in their Ethical Trade and Responsible Sourcing policies. |
| Audit: | A systematic examination to measure compliance of practices with a predetermined system, and whether the system is implemented effectively and is suitable to achieve objectives, carries out by certified bodies. |
| Audit Protocol: | The framework against which the Standard is audited against that outlines the Audit Process and its possible outcomes. |
| Auditor: | A person possessing the appropriate competence, skills and experience to carry out an audit. |



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| Business Ethics and Integrity: | Moral principles that guide the way a business behaves. Acting in an ethical way involves a business distinguishing between “right” and “wrong” and then making the “right” choice. |
| Child: | According to the United Nations Convention on the Rights of the Child, a Child is anyone below the age of 18 years unless under the law applicable to the child, majority is attained earlier. The age of majority is the legal threshold of adulthood as recognised in law. |
| Child Labour: | According to the International Labour Organisation, it is defined as “... work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development.” |
| Collective Bargaining Agreement: | An agreement in writing between an employer and a trade union setting forth the terms and conditions of employment or containing provisions about rates of pay, hours of work or other working conditions of workers. |
| Community Engagement Strategy: | A process of working collaboratively with local community individuals and groups to understand and address issues arising from a Site’s operations that impact their well-being. |
| Contingency Plan: | A plan that takes account of a possible future event or circumstance that is designed to manage and minimise negative consequences. |
| Corrective Action: | Action to eliminate the cause of a detected non-conformity. |
| Customer: | A business or person to whom a service or product has been provided, either as a finished product or as a component of the finished product. |
| Ethical Trade, Responsible Sourcing and Crisis Management Procedure: | This plan ensures that in the event of an Ethical Trade and Responsible Sourcing incident or crisis, the Site is well prepared to deal with the procedural elements in the crisis and be able to communicate quickly and efficiently with its key audiences and show that it took all possible measures to prevent the crisis. |
| Data Breach: | A breach of security that may lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. |
| Data Protection: | The legal control over access to and use of stored data. |
| Digital Crime: | A criminal activity conducted using computers and the Internet. It may relate to theft or non-monetary issues such as the creation and distribution of viruses or data breaches. |
| Direct suppliers: | The producers or manufacturers that the Site procures goods or services directly from, by-passing all intermediaries such as distributors, wholesalers, and retailers. |



Disciplinary Procedure: A process for dealing with perceived employee misconduct. Organisations will typically have a wide range of disciplinary procedures to invoke depending on the severity of the transgression. Disciplinary procedures vary between informal and formal processes.

Discrimination: The unjust, unfair or prejudicial treatment of different categories of people on the grounds of age, disability, sexual orientation or gender reassignment, marriage or civil partnership, pregnancy and maternity, race or nationality, religion or belief and sex.

Documented inspections: Regular checks of documentation that are less formal than an Internal Audit. However, they must be formally documented to confirm that the inspection has taken place together with the outcome and any corrective actions arising.

Employee: A person who works under the terms and conditions of a contract of employment that includes but is not limited to terms of payment, working hours, annual leave and other benefits. The terms and conditions should be put in writing and presented to the employee before they start work.

Employment Agency: A labour provider that the Site uses to find new permanent or non-permanent employees.

Ethical Trade and Responsible Sourcing Incident: An event that has occurred that may result in a breach Health and Safety legislation, labour standards, Fire Regulations or human rights legislation or codes of practice.

Ethical Trade and Responsible Sourcing Management System: A framework of policies, processes and procedures that ensures a Site can fulfil its legal obligations and its objectives and targets relating to improving its Ethical Trade and Responsible Sourcing performance.

Ethical Trading Initiative: A leading alliance of companies, trade unions and NGOs that promote respect for workers' rights around the globe, aiming for a world where all workers are free from exploitation and discrimination, and enjoy conditions of freedom, security and equity.

External Complaint: A formal expression of dissatisfaction by a stakeholder relating to concerns about the impact of an aspect of the Site's operations on their well-being, legal or human rights.

Fixed term contract: A type of contract that lasts for a certain length of time. It should be established in advance and end when a specific task or event has taken place. Fixed-term employees must receive the same treatment as full-time permanent staff.

Fraud Prevention Policy: The policy explains the Site's commitment to identifying and preventing fraud within its operations.



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| Fundamental requirement: | A requirement of the Standard that relates to a system which must be well established, continuously maintained and monitored by the site as absence or poor adherence to the system will have serious repercussions on the protection of workers in relation to health and safety, labour standards or human rights. |
| Grievance Procedure: | An official mechanism for dealing with a complaint raised by an employee against their employer or one of their employees regarding treatment that is believed to be wrong or unfair. |
| Home Worker: | The International Labour Organisation defines Home Workers as people working from their homes or from other premises of their choosing other than the workplace for payment, which results of a product or service specified by the employer. |
| Human Rights: | As defined by the United Nations: “Human rights are rights inherent to all human beings, regardless of race, sex, nationality, ethnicity, language, religion, or any other status. Human rights include the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more.” |
| Human Rights Impact Assessment: | Due diligence exercise used to identify and assess the Site’s human rights issues, particularly in terms of the people they employ and the associated business risks, the outputs of which being used to reduce, manage or eliminate these risks. An example of a due diligence approach might be the ETI’s Human Rights Due Diligence Framework. |
| Improvement Plan: | Process used by the Site to increase its Ethical Trade and Responsible Sourcing performance, addressing both operational and cultural issues that impact on the safety, well-being and human rights of its employees and external stakeholders. problems as well as productivity. |
| Indirect suppliers: | The producers or manufacturers that the Site procures goods or services using intermediaries such as distributors, wholesalers, retailers or agencies. |
| Industry Benchmarking Standards: | A benchmark is a standard or reference that allows comparisons to be made. Industry benchmarks have been developed to help Sites assess their business performance by comparing them with others in their sector or industry. |
| Information Security: | The management and protection of data and its unauthorised use, (such as electronic data) and the measures taken to achieve it. |
| Internal Audit: | General process of audit for the activity of the Site that is conducted by or on their behalf for internal purposes. |
| Internal Audit Programme: | A formal programme that checks the efficacy of the Ethical Trade and Responsible Sourcing Management System, ensuring it remains in compliance with the requirements of the Standard as well as the Site’s legal and regulatory obligations. |



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| International Labour Organisation: | The United Nations specialised agency that seeks the promotion of social justice and internationally recognized human and labour rights. The ILO formulates international labour standards in the form of Conventions and Recommendations setting minimum standards of basic labour rights such as Freedom of Association, the abolition of forced labour and other standards regulating conditions across the entire spectrum of work-related issues. |
| Key Performance Indicator: | A quantifiable measure used to evaluate the success of the Site in meeting its performance objectives. |
| Key Stakeholder: | Also known as Primary Stakeholders, an organisation or individual that a business may be dependent on for its success, including employees, customers, suppliers, investors, shareholders and local government. |
| Labour-only contract: | A form of contract where a contractor supplies only the labour for a piece of work. |
| Labour Recruiter: | <p>An entity such as an Employment Agency or Other Intermediaries that finds employees for those seeking them. They may also be referred to as a temporary work agency, recruitment agency, staffing company or employment business. They may</p> <ul style="list-style-type: none">• Employ individuals: who have a formal employment contract with the recruiter and are sourced to work for a hiring organisation but paid by the Agency or• Supply individuals who will then become the employees of a hiring organisation, or• They may supply self-employed individuals who work for the recruiter under a contract for service as a contractor. |
| Legality (or Legal Compliance): | In compliance with the law in the location of the Site and in the countries where a product is intended for sale. |
| Management Review: | A formal, structured meeting which involves Senior Management and takes place at regular intervals throughout the year. |
| Non-conformity: | The non-fulfilment of a specific requirement of the Standard. |
| Non-Permanent Employee: | An individual that is expected to remain in a position only for a temporary period, such as a seasonal employee. |
| Other Intermediaries: | A person or business that finds workers for Sites' seeking them. They may also be referred to as a temporary work agency, recruitment agency, staffing company or employment business. |
| Outsourced Processing: | Outsourced processing is where an intermediate production process or step in the manufacture of a product is completed at another site or company. |

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Permanent Employee: An individual that is directly employed and paid by the Site and do not have a predetermined end date to this employment.

Personal Protective Equipment: Equipment that protects the user against health or safety risks at work and can include safety helmets, gloves, eye protection, high-visibility clothing, safety footwear and safety harnesses.

Preventative Action: Action to eliminate the fundamental, underlying cause (root cause) of a detected non-conformity and prevent reoccurrence.

Procedure: Agreed method of carrying out an activity or process which is implemented and documented in the form of detailed instructions or process description (for example a flowchart).

Quality: Meeting the customer's specification and expectation.

Recruitment Procedure: The method taken to attract, shortlist, select and appoint suitable candidates for jobs (either permanent or temporary).

Requirement: Those statements comprising a clause with which compliance will allow sites to be audited.

Responsible Sourcing: The process of ensuring the products are grown or manufactured and services are delivered in a responsible and sustainable way, that the people involved in making them are safe, treated fairly and that vulnerable groups are protected, ensuring that that environmental and social impacts are taken into consideration.

Risk: The likelihood of occurrence of harm from a hazard.

Risk Assessment: The identification, evaluation and estimation of the levels of risk involved in relation to an aspect of the Ethical Trade and Responsible Sourcing Management System to determine an appropriate action to control it.

Rolling contract: A contract that continues until someone decides to end it, rather than one that continues until a particular date.

Root Cause: The underlying cause(s) of a problem which, if adequately addressed, will prevent a reoccurrence of the problem.

Root Cause Analysis: A problem-solving method which is used to pinpoint the exact cause of a problem or event.

Self-employed: An individual that works for themselves either as a freelance or the owner of a business, rather than for an employer.

Senior Management: Those with strategic / high-level operational responsibility for the company and the capability to authorise the financial or human resources necessary for the implementation of the Standard.

Shall: Signifies a requirement to comply with the contents of the clause.



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| Site: | A unit of a company; the entity which is audited and which is the subject of the audit report. |
| SMART Objectives: | A set of goals that are characterized by being Specific, Measurable, Available at an acceptable cost, Relevant and Time-bound. |
| Staff: | The group of people who work for an Organization. |
| Stakeholder: | Groups or individuals outside a Site who are not directly employed or contracted by them but are affected by their business decisions, such as customers, suppliers, community, NGOs and the government. |
| Standard: | BRC Global Standard for Ethical Trade and Responsible Sourcing. Sections 3-5 are based on the requirements of the Ethical Trading Initiative's Base Code, the relevant International Labour Organisation's Conventions and the United Nations Guiding Principles on Business and Human Rights, as well as the inclusion of the requirement for an Ethical Trade and Responsible Sourcing Management System. The purpose of the Standard is to improve the performance of a Site through an audit and performance improvement process. |
| Subcontractor: | A person or company who is hired by a general contractor to perform a specific task as part of a service or product manufacture that supports the operations of the Site. The general contractor is responsible for the payment of sub-contracted individuals, as well as their terms and conditions. |
| Supplier: | The person, firm, company or other entity to which a Site's purchase order to supply is addressed. |
| Supplier Approval Process: | The process of evaluating and approving potential suppliers by quantitative assessment, with the purpose of ensuring a portfolio of best in class suppliers that are available for use. |
| Trend: | An identified pattern of results. |
| UN Guiding Principles for Business & Human Rights: | The Guiding Principles implement the United Nations "Protect, Respect and Remedy" Framework, providing an authoritative global standard for preventing and addressing the risk of adverse human rights impacts linked to business activity. |
| Vulnerable workers: | A worker is vulnerable if they are at risk of having their workplace rights denied and they are unable to enforce those rights. |
| Young workers: | A person who has reached the compulsory school leaving age, but who is under the age of 18. |
| Worker: | A person who undertakes work personally as part of a contract and they generally must carry out the work themselves but may have a limited right to sub-contract the work to someone else. Workers can include casual workers, Zero-Hours / labour only Contract workers, agency workers, freelancers and seasonal workers. |