

I. PREAMBLE

Thompson Rivers University (“TRU” or “the University”) is committed to sourcing in an ethical, legally compliant, and socially responsible manner.

This Supplier Code of Conduct (“SCoC”) is intended to support that commitment, and reinforce TRU’s procurement and purchasing practices, policies, procedures and contracts.

II. DEFINITIONS

For the purposes of this Supplier Code of Conduct:

“**TRU**” or “**the University**” means Thompson Rivers University.

“**Supplier**” means all persons or entities, including contractors, consultants, distributors and manufacturers contracted to supply goods and/or services to TRU.

“**Supplier Code of Conduct**” or “**SCoC**” means this document in its entirety.

III. SCOPE

The SCoC applies to all Suppliers, as well as their subcontractors.

If a Supplier engages a subcontractor to deliver products and/or services to TRU, it is the Supplier’s responsibility to ensure the subcontractor’s compliance with TRU’s SCoC.

The SCoC establishes the minimum ethical, social, and environmental standards expected of TRU’s Suppliers. While compliance is required, TRU encourages the Suppliers to exceed these provisions where possible.

IV. STANDARDS

1. Legal responsibilities

The Supplier shall comply with local, national and international laws as applicable and relevant to the location of work and manufacture (“Applicable Laws”). In cases where both Applicable Laws and the SCoC address the same issue, the more stringent provision shall apply.

2. Human rights and the rights of Indigenous peoples

The Supplier shall:

- a) Respect the principles set forth in the Universal Declaration of Human Rights (UDHR) and in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

- b) Respect the right of Indigenous peoples, without discrimination, to improve their economic and social conditions (Art. 21 of the UNDRIP).

3. Forced Labour

The Supplier shall:

- a) Ensure that all work is voluntary, and its workers are free to leave upon reasonable notice.
- b) Not use forced labour, including prison, indentured, bonded, or other forms of forced labour.
- c) Not retain employees' identity papers or passports.

4. Child Labour

The Supplier shall comply with the International Labour Organization (ILO) Conventions as follows:

- a) Convention No. 138 - The minimum working age for children must not be lower than the age at which a child completes mandatory schooling, or, in general, 15 years of age.
- b) Convention No. 182 - No children under the age of 18 shall perform hazardous work that may jeopardize their health or safety, even with their consent.

5. Employee Treatment, Harassment, and Abuse

The Supplier shall:

- a) Treat its workers with respect and dignity.
- b) Ensure that no person is subject to discrimination in employment - including hiring, compensation, advancement, discipline, termination, or retirement - on the basis of race, color, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status, or marital status.
- c) Ensure its disciplinary policies and procedures are clearly defined and communicated to its workers prior to implementation.
- d) Prohibit any form of harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, corporal punishment, and the threat of any such treatment or punishment.
- e) Recognize and respect its workers' right to form or join trade unions and to bargain collectively.

6. Occupational Health and Safety

The Supplier shall:

- a) Provide a safe and healthy working environment to prevent work-related accidents and injuries.
- b) Provide adequate health and safety training to its workers.
- c) Ensure its workers can access basic amenities such as clean washroom facilities, and potable water while at work.
- d) Ensure that any living facilities provided for its workers meet basic safety and cleanliness standard.
- e) Ensure its workers are free to express their concerns about workplace conditions without fear of retribution or dismissal. The workers should have access to a formal avenue to express concerns directly to the Supplier's management or labour boards (for example WorkSafeBC) in their region.

7. Wages and Hours of Work

The Supplier **shall**:

- a) Pay all workers at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract.
- b) Pay its workers directly and provide its workers with clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.
- c) **Not** deduct wages from its workers as a form of disciplinary action.
- d) Ensure that its practices for hours of work, overtime and rest meet or exceed the Applicable Laws for each jurisdiction in which it operates.

8. Anti-Corruption Business Practices and Bribery

The Supplier shall **not**:

- a) Directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of causing the government official to improperly act or use his or her influence in obtaining or retaining any business.
- b) Share any privileged information (regarding prices, bidding strategies, terms and

conditions, technologies and/or specifications) between bidders in such a way as to adversely impact or restrict competition.

- c) Directly, or indirectly, pay, give, offer, or promise anything of value to TRU - including but not limited to TRU's Board of Governor, Senator, Chancellor, or employees - to secure any improper advantage for TRU or the Supplier.

9. Environmental Responsibility

The Supplier shall:

- a) Ensure all waste materials are disposed of properly in an environmentally responsible manner, and according to the Applicable Laws concerning the disposal of waste.
- b) Seek out leading industry practices aimed at conserving natural resources and reducing carbon emissions.
- c) Commit to packaging standards that reduce the amount of material used.
- d) Ensure compliance with third party, bona fide, local and international standards for materials and ethical conduct.

10. Animal Welfare

If the Supplier's operations or supply chain involve animals, the Supplier shall:

- a) Follow best practices in supporting animal welfare conducting its activities in respect of the internationally recognized Five Freedoms for animals:
 - 1. Freedom from hunger and thirst.
 - 2. Freedom from discomfort.
 - 3. Freedom from pain, injury or disease.
 - 4. Freedom to express normal behaviour.
 - 5. Freedom from fear and distress.
- b) Respect and comply with the most stringent provisions between the Applicable Laws and regulations and the Five Freedoms.

V. COMPLIANCE

TRU expects the Supplier to comply with the provisions of this SCoC.

TRU reserves the right to audit the Supplier and may request information from the Supplier to confirm compliance with the provisions of this SCoC. The Supplier must comply and respond to such requests in a timely manner.

The Supplier shall maintain current and sufficiently detailed records to substantiate its compliance with the SCoC and the University may ask that they are independently verified at the Supplier's expense.

TRU values cooperation and is willing to work with the Supplier to improve performance where necessary. The Supplier is expected to prepare and implement a corrective plan of action to promptly resolve any violations and non-conformities with this SCoC, and to engage with TRU in actively mitigating any negative impacts from operations and resolving findings.

TRU reserves the right to terminate business with any Supplier who (i) fails to comply with applicable laws or the SCoC; or (ii) does not address concerns regarding its non-compliance in a timely manner.

Supplier Signature

The person signing this form (i) certifies that they are a duly authorized representative of the Supplier with the authority to sign this acknowledgment; and (ii) on behalf of the Supplier and without personal liability, acknowledges and agrees that the Supplier has read and understood all the standards set out in the Supplier Code of Conduct above.

By signing this SCoC, the Supplier acknowledges and agrees that this SCoC becomes an integral part of the agreement with TRU.

Yes, we have read and understood all the above expectations.

Company Name

Name and Title of Authorized Representative

Signature

Date (MM-DD-YYYY)