



Saskatchewan Polytechnic Supplier Code of Conduct (SCoC)

Purpose

The 2020-2025 Strategic Plan defines Saskatchewan Polytechnic's purpose as being "the driving force that empowers and strengthens our province in everything we do. We encourage an economically and socially stronger, more informed, and better-prepared Saskatchewan. We realize opportunities for employees and the collective – Saskatchewan at large. And through our leadership position in Saskatchewan, we establish our reputation nationally and around the world.

Our Strategic Plan confirms that Sask Polytech is "passionate about creating an environment where lifelong learners gain knowledge, skills and abilities to achieve and succeed at work, in their communities and in life. We know that by empowering learners to realize their aspirations throughout their learning journey, we are building a better Saskatchewan and a better world."

This SCoC is intended to support that commitment and aligns with procurement goals identified in Sask Polytech's Strategic Plan.

The SCoC also aligns with the International Labour Organization's *Declarations on Fundamental Principles and Rights of Work*, the United Nation's Sustainable Development Goals, and the *United Nations Convention on the Rights of the Child*.

Scope

The SCoC applies to all Suppliers who provide goods or services to Sask Polytech, as well as their Subcontractors. It establishes the minimum ethical, social, and environmental standards expected of Sask Polytech Suppliers. Additional requirements may be described in individual contracts executed with Sask Polytech.

Sask Polytech expects Suppliers to strive to exceed both international and industry best practices. Sask Polytech also expects that its Suppliers encourage and work with their own suppliers and Subcontractors to ensure that they also strive to meet the principles of this SCoC.

Sask Polytech recognizes that reaching some of the standards established in this SCoC is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly. Sask Polytech believes in cooperation and is willing to work with its Suppliers to improve practices where necessary.

A Supplier's failure to adhere to the provisions of this SCoC may be a breach of contract and could result in termination of the contract.

It is preferred, but not mandatory, that Suppliers exceed these SCoC provisions.



Definitions

For the purposes of this SCoC:

“Conflict of Interest” means that the Supplier or its representative, in the performance of the agreement with Sask Polytech and outside the terms of such agreement, has an actual or apparent opportunity to improperly further their private interests or those of their relatives or friends or to improperly further another person’s private interests;

“Subcontractor” means contractors and service providers contracted to supply goods or services to Sask Polytech Suppliers;

“Supplier” means all persons or entities, including contractors, consultants, and business associates, contracted to supply goods or services to Sask Polytech and includes Subcontractors;

“Supplier Code of Conduct” or “SCoC” means this document in its entirety; and

“Sask Polytech” means Saskatchewan Polytechnic.

Supplier Code of Conduct

1. Law

- a. Suppliers will comply with international, national, provincial and municipal laws relevant to the location of work.
- b. Where the provisions of applicable laws and this SCoC address the same issue, the provisions that are most stringent shall apply.

2. Child Labour

- a. Suppliers will not employ people under the age of 15 (or 14 where the International Labour Organization exemption for developing countries applies).
- b. If a child must be displaced to comply with laws and this SCoC, then suppliers will offer adult family members of that child a position to maintain family earnings.

3. Forced Labour

- a. Suppliers will not use forced, illegal, or prison labour, including indentured or bonded labour, or any form of compulsory labour to manufacture products.
- b. Suppliers and their subcontractors shall ensure that their recruitment of employees, whether done directly or indirectly, complies with applicable laws and regulations. Employees shall not pay any fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed on to the employees.
- c. Suppliers and their subcontractors shall not retain an employee’s identity papers or passports.



4. Disciplinary Practices

- a. Suppliers will treat workers with respect and dignity. No employee of the Supplier shall be subject to any form of physical, sexual, psychological, or verbal harassment or abuse in their employment.
- b. Suppliers will ensure workers are free to express their concerns about workplace conditions without fear of retribution. Workers should have access to a formal avenue to express concerns directly to the Supplier representatives.

5. Freedom of Association

- a. Suppliers will recognize and respect that workers have the right to form or join trade unions of their own choosing and to bargain collectively.
- b. Suppliers will comply with local successorship labour laws when transitioning to or between contracted service providers.

6. Wages and Benefits

- a. Suppliers will pay employees at least the minimum wage required by local employment standards or law.
- b. Suppliers will provide legally mandated benefits.
- c. Suppliers pay workers directly.
- d. Suppliers provide workers with clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.

7. Hours of Work

- a. Suppliers will ensure regular working hours do not exceed applicable employment standards or law.
- b. Suppliers will ensure that overtime hours are compensated according to the applicable employment standards or law.
- c. Suppliers will provide workers with scheduled days off in conformity with applicable employment standards or law.

8. Discrimination

- a. Suppliers will consider employees for positions on the basis of their qualifications and abilities.
- b. Suppliers will ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their pregnancy.
- c. Suppliers will not discriminate through any means, including publicity, hiring practices, or any term or condition of employment, on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age, or because that person has been convicted of a criminal or summary criminal offence that is unrelated to the employment or the intended employment of that person, except for reasons of bona fide occupational requirements.



9. Health and Safety

- a. Suppliers will provide a safe and healthy working environment that meets applicable workplace safety standards, including International Labor Organization standards ratified in the country of manufacture.
- b. Suppliers will provide employees with health and safety training appropriate for their industry.
- c. Suppliers will ensure that any living facilities provided for personnel are safe, clean, and meet the basic needs of personnel.

10. Environmental Commitment

- a. Suppliers will ensure all waste materials, as a by-product of production, are treated and disposed of properly in an environmentally responsible manner.
- b. Suppliers will seek out leading industry practices aimed at conserving natural biodiversity, resources, and spaces; reducing carbon emissions and habitat loss; and increasing recycled content.
- c. Suppliers will obey land use agreements, including without limitation those preserving wild spaces and indigenous use.

11. Animal Welfare

- a. Suppliers will not willfully harm animals unless consistent with regular and acceptable research or farming practices.
- b. Suppliers will prevent undue suffering of animals during loading, transport, and slaughtering of livestock.

12. Intellectual Property, Confidentiality, and Privacy

Suppliers be aware of and compliant with all applicable laws and regulations regarding intellectual property, confidentiality, and privacy.

13. Conflict of Interest

- a. Suppliers will avoid any actual, potential, or perceived Conflicts of Interest.
- b. Suppliers will not deal directly with any Sask Polytech employee who holds a significant financial interest in the Supplier, or whose spouse, domestic partner, or other relative, holds a significant financial interest in the Supplier.
- c. Suppliers will exclude from the bidding and negotiation process any personnel employed by the Supplier who have a family member employed by Sask Polytech in a Sask Polytech department directly involved in the procurement.
- d. Suppliers will exclude from the bidding and negotiation process any personnel employed by the Supplier who have been employed by Sask Polytech in the previous 5 years in a department directly involved in the procurement.
- e. Suppliers will disclose and declare any actual, potential, or perceived Conflicts of Interest that cannot be avoided.



14. Gifts and Hospitality

Suppliers will not attempt to secure preferential treatment by Sask Polytech by offering gifts, entertainment, or benefits to Sask Polytech faculty or staff. Reasonable gifts, entertainment, or benefits common to business relationships are acceptable.

15. Representation

Suppliers will not speak on behalf of Sask Polytech or as Sask Polytech's representatives unless specifically contracted to do so.

Accountability

Sask Polytech may require that Suppliers provide details on factory and production facility locations of Suppliers and Subcontractors and may make this information publicly available.

Sask Polytech reserves the right to:

1. Investigate any Supplier who, to Sask Polytech's knowledge or belief based on information deemed reliable by Sask Polytech, has breached any of the terms of this SCoC. The Supplier will cooperate fully with such an investigation.
2. Request proof of compliance with this SCoC.
3. Use independent third parties to verify compliance where appropriate.
4. Terminate a contract with any Supplier found by Sask Polytech to be non-compliant with this SCoC.

Suppliers must notify Sask Polytech immediately if they have:

1. Been in breach of any provisions enclosed in this SCoC.
2. Been in breach of any applicable laws or regulations.

Prepared by: Saskatchewan Polytechnic Strategic Procurement

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