

The Book Chain Project

SUPPLIER CODE OF CONDUCT

Introduction

The **Book Chain project** is a collaboration of leading publishers that have been working together to drive social and environmental responsibility in our product supply chain.

We [The publishers of the Book Chain project] now expect all our product suppliers to commit to working towards the Standards set out in this Code of Conduct.

Code Implementation

1. Publisher's Responsibility

1.1 We expect all publishers to ensure a senior member of staff with the authority to act is responsible for the implementation of our Code of Conduct.

1.2 We expect all publishers to communicate our Code of Conduct internally and externally and to provide relevant training to staff where necessary.

1.3 We expect all publishers to work together to ensure that shared suppliers will only have to undergo one social audit and one environmental audit against our Code of Conduct.

1.4 We expect all publishers to take a risk based approach to managing suppliers. This means we will only ask suppliers identified as medium or high risk to undergo a full social audit and/or a full environmental audit.

2. Direct Supplier's Responsibility

2.1 We define direct suppliers as being those that manage or own the sites where our products are being manufactured

2.2 We expect some direct suppliers to undergo an audit against our Code of Conduct. The publisher will request that a direct supplier conducts an audit when they see it is appropriate.

2.3 We expect direct suppliers to maintain, on site, any documentation that may be necessary to demonstrate compliance with our Code of Conduct.

2.4 If a site has undergone an audit within the last year, they will not be required to undergo another audit of the same kind (social or environmental) providing we are fully satisfied with the auditing process and the audit outcome.

2.5 We expect direct suppliers to ensure all staff on-site are aware of and understand our Code of Conduct. We expect direct suppliers to display a copy of our Code of Conduct translated in the main language/s of the workforce at all sites.

2.6 We expect direct suppliers to monitor and record compliance of their own supply chain to the same standards set out in our Code of Conduct, and to commit to continuous improvement.

2.7 If any non-compliance with this Code of Conduct is identified, we expect direct suppliers to develop and implement a corrective action plan that details actions and a time frame to address any areas of concern.

3. Agent's Responsibility

3.1 We define agents as being all suppliers who act as a broker between prelims publishers and our direct product manufacturers.

3.2 We expect agents to apply a risk assessment process to their suppliers and to share the results of this with us.

3.3 We expect agents to conduct audits of suppliers identified as medium to high risk. These audits should be of the same standard as our Code of Conduct. We expect agents to share the results of these audits with us.

4. Open and Transparent relationships

4.1 We are committed to working closely with all our suppliers to support them in meeting the Standards set out in our Code of Conduct. We therefore strongly encourage honest and open engagement on all the issues set out in this Code.

LABOUR STANDARDS

1. Management Systems

- Our suppliers will have a policy to ensure labour standards are upheld.
- Our suppliers will ensure that this policy is communicated to all staff and suppliers.
- Our suppliers will have a designated person responsible for implementing this policy.

2. Child Labour

- Our suppliers will only employ people who (whichever is highest out of the three below options):
 - Meet the minimum legal age for employment (if this is the highest)
 - Meet the minimum legal age for leaving compulsory education (if this is the highest)
 - Are 15 years of age or higher (if this is the highest)
- The only **exception** to this will be in developing countries listed under ILO Convention 138 where the minimum age may be 14 years.
- If child labour is found, our suppliers will remove the child from work and put in place an appropriate **remediation** procedure to ensure the welfare of the child and their gradual transition into school. Our suppliers will provide on-going financial support for the child (at a level equivalent to their salary or the minimum wage, whichever is higher), and will fund any other needs such as accommodation and training during this transition period.
- Our suppliers should **verify the ages** of all new employees by checking original identity documents and cross checking them with the employee's photograph. Our suppliers should also keep a register of the ages of all employees.
- Our suppliers will only allow **hazardous or overnight work** to be carried out by those over the age of 18. We define 'hazardous' work as being any task that will negatively impact on the health and safety of a young person or that will harm their physical, mental or social development.
- Our suppliers will provide **health checks** for workers under the age of 18, at least annually.

(ILO Conventions 138, 182, UN Convention on the Rights of the Child, Article 32)

3. Discipline

- Our suppliers will not tolerate an intimidating workplace. This includes not threatening to execute or executing any form of physical, psychological, sexual, or verbal abuse against employees.
- Our suppliers will establish a fair **disciplinary procedure** for tackling intimidating practices where identified. Our suppliers will communicate this procedure to workers in a clear and understandable way.

(UNDHR Articles 3 & 5, ICCPR Articles 6, 7, 9)

4. Forced Labour

- Our suppliers will not use **forced, bonded** (also sometimes referred to as debt bondage), **indentured, compulsory** or **involuntary prison labour**.
- Our suppliers will not withhold payments of wages to workers.
- Our suppliers will not directly or indirectly engage in or support **human trafficking**. This includes recruiting, transferring, harbouring or receiving a worker using violence, threats of violence, force, deception or non-violent coercion such as threats to expose the worker to authorities.
- Our suppliers will not require employees to lodge financial **deposits** or **identity documents** to secure or retain employment.
- Our suppliers will not prevent **free movement** of employees to and from the site or to and from their accommodation unless this will compromise their safety or the safety of other workers. Employee's movements will not be controlled by security guards e.g. being followed during breaks.
- Our suppliers shall ensure all overtime is voluntary.

(ILO Conventions 29, 105)

5. Discrimination

- Our suppliers will treat employees fairly and based on their ability to perform their jobs, not based on any personal characteristics or beliefs of any kind, including race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. Our suppliers will treat employees fairly across all employment processes including recruitment, job allocation, payment, access to training, compensation, promotion and termination.
- Our suppliers will not test potential recruits for **pregnancy** except where required by national laws or regulations because the nature of the work is unsuitable if pregnant.

(ILO Conventions 100, 111, 183)

6. Wages

- Our suppliers will pay wages in line with **local minimum wage** laws or local industry benchmarks, whichever is higher.
- Our suppliers will also strive to pay wages that **meet ‘basic’ needs**, where legal or industry standards do not do so.
- Our suppliers will meet local legal requirements for **overtime** or local industry benchmarks, whichever is higher. Where local law does not stipulate a rate for overtime, our suppliers will pay a premium rate or the local industry benchmark rate, whichever are higher.
- Our suppliers will provide all employees with **written terms of payment** as well as pay slips covering each pay period.

Our suppliers will provide mandated **benefits** to all employees as required by local law, including annual leave, sick and maternity leave, social security and child care.

- Our suppliers will only make **deductions** from wages if:
 - they are required to do so by national laws i.e. for social security contributions;
- OR
- the employee has been informed about the deduction being made in advance, including why it is being made and how much is being deducted.

AND

The employee has consented to the deduction in writing

AND

The deduction is in accordance with local laws

AND

The deduction is fair and reasonable, meaning that it does not compromise the employee’s ability to ensure a decent living income for themselves and their family or bring their total remuneration below the minimum wage level.

(ILO Convention 95)

7. Hours

- Our suppliers will comply with (whichever gives the employee the greatest protection)
 - local laws on **working hours**
 - a standard 48 hour working week
- Our suppliers will comply with (whichever gives the employee the greatest protection)
 - local laws on **overtime**
 - no more than a total of 60 hours a week
- Our suppliers will comply with (whichever gives the employee the greatest protection)
 - Local laws on **days off**
 - at least one **day off** after every 6 consecutive days of work

(ILO Conventions 1, 14, UNDHR Article 24 and ICESCR Article 7d)

8. Freedom of Association/Collective Bargaining

- Our suppliers will not interfere in the employee's right to form or join a **worker representation group, including trade unions.**
- Our suppliers will create an open environment for worker representation group activities and will not discriminate against group members.
- Our suppliers shall develop management systems and processes for communicating and consulting with trade unions.
- Where local law does not allow for free association or collective bargaining, our suppliers will actively facilitate, and not hinder, **parallel means** of association and bargaining.

(ILO Conventions 87, 98)

9. Indirectly employed workers

- Our suppliers will comply with **local laws** relating to the use of indirectly employed workers.
- Our suppliers will have a **clear written agreement with their labour provider** and will conduct due diligence to ensure the welfare of all indirectly employed workers is safeguarded and that the clauses in this Code of Conduct are upheld.

(ILO Convention 181)

10 Worker Protection

- Our suppliers shall provide an anonymous complaint mechanism for employees to report **workplace grievances**.
- Our suppliers shall ensure any workplace grievances raised by employees remain **confidential**, that employees' rights to raise grievances are protected and that no ill effects will arise as a result of whistleblowing to the employee in question.

(ILO Conventions 168, 173)

HEALTH AND SAFETY

1 Management systems

- Our suppliers will appoint a **senior manager** to oversee the implementation of health and safety requirements at each facility.
- Our suppliers shall complete a health and safety risk assessment of their facilities, equipment and production processes and establish written policies and procedures based on this risk assessment.
- Our suppliers will put reasonable **measures** in place to **prevent fire, accidents, injuries, and causes of hazards** in a working environment
- Our suppliers will provide **measures** to deal with **emergencies and accidents**, including first-aid arrangements.
- Our suppliers will **investigate and report on** the root causes of all accidents and emergencies accidents and on any necessary corrective actions.
- Our suppliers will conduct **regular occupational health checks** for all staff exposed to potentially harmful processes or substances.

2 Workplace

- Our suppliers will maintain a **clean, safe and healthy work place** that complies with all local legislation and includes access to toilets, drinking water facilities and all basic provisions. Our suppliers will extend the same standards to both on and offsite **accommodation** provided for their workforce.
- Our suppliers will provide, where necessary, **protective clothing and equipment** to prevent accidents and exposure of employees to hazards.
- Our suppliers will designate a safe **assembly point** for emergency situations.

3 Training

- Our suppliers will provide relevant **information, instruction, and training** for all employees, to ensure health and safety onsite and to raise awareness of potential risks, including training in the safe use of machinery and equipment.
- Our suppliers will run regular **evacuation drills**.
- Our suppliers will communicate **emergency and evacuation procedures** to workers in a language that the workers understand.

(ILO Convention 155)

ENVIRONMENT

1. Management Systems

- Our suppliers will comply with all **local environmental laws and regulations**.
- Our suppliers shall complete a supply chain environmental **risk assessment** to understand the potential impact of their operations on the environment and establish written policies and procedures based on this risk assessment.
- Our suppliers will have a **written plan** for managing environmental impacts, including **targets**.
- Our suppliers will **measure and track** their environmental impacts.
- Our suppliers will ensure at least one senior manager has responsibility for environmental management.
- Our suppliers will take **practical steps** to reduce their environmental impacts.
- Our suppliers will acquire and file all **permits and waste receipts** required by local and national law.
- Our suppliers will ensure that **trained personnel** are in place to manage environmental impacts.

2. Energy

We are committed to reducing energy consumption throughout our supply chain so that we can reduce our contribution to rising greenhouse gas emissions.

- Our suppliers will continuously **measure, record and track the consumption** of electricity, gas, fuel and renewable energy onsite from all sources. This includes for all forms of transportation.
- Our suppliers will **set targets to reduce consumption** of energy and start a programme to achieve the reduction.
- Our suppliers will **carry out projects** to reduce energy consumption onsite.

3. Water

We are committed to reducing water consumption throughout our supply chain so that we can reduce our contribution to water scarcity.

- Our suppliers will continuously **measure, record and track the consumption** of water onsite. This includes water used for both domestic and industrial processes, and from all sources including municipal mains, groundwater (boreholes and wells), and surface water (rivers, lakes).
- Our suppliers will **set targets to reduce their consumption** of water and start a programme to achieve this reduction.
- Our suppliers will **carry out projects** to reduce water consumption onsite.

4. Wastewater

We are committed to minimising pollution from wastewater in our supply chain.

- Our suppliers will **reduce the volume and impact of wastewater**. This will be achieved by replacing potentially hazardous substances used in processing, and reducing the volume of wastewater that needs to be treated by separating liquids (e.g. separating storm water from process waste water).
- Our suppliers will **treat wastewater** in a fully functioning effluent treatment plant (ETP) before discharging. Treatment should be completed either on-site or in a shared ETP off-site before discharge.
- Our suppliers will **measure, record and track wastewater** volume and quality by collecting samples from the final discharge points.
- Our suppliers will ensure that **wastewater** leaving the site **meets the IFC Effluent Guidelines** for Printing and all applicable local and national laws. (see Annex A)
- If discharging to a central ETP, our suppliers will have **valid permits** to do so, and test reports that show compliance with the central ETP's requirements. Both permits and reports should be kept on file.

5. Hazardous Substances

We are committed to reducing the release of hazardous substances into the environment and where possible, replacing substances that pose a concern with safer alternatives.

- Our suppliers will continuously **measure, record and track the use** of hazardous substances.
- Our suppliers will keep an **inventory** of hazardous substances used, handled, transported and stored onsite, including their quantities and where they have been bought from.
- Our suppliers will have **Material Safety Data Sheets (MSDSs)** available in the local language for all hazardous substances used onsite.
- Our suppliers will ensure there are **measures to prevent the exposure of workers** to hazardous substances via inhalation or dermal contact, and measures to **prevent the contamination of the environment**. These should include:
 1. **Training** for workers who handle hazardous chemicals on how to do so safely.
 2. **Personal protective equipment (PPE)** for workers.
 3. **Clear labelling** of all hazardous chemical containers.
 4. **Secure storage** of hazardous chemicals in areas with spill prevention/ secondary containment controls.
- Our suppliers will **communicate emergency procedures** to the workers in the main languages of the workers, and will follow these procedures in the event of a spill or release.
- Our suppliers will make sure that all chemicals used in the manufacturing of our products **comply with our publishers' Restricted Substances Lists** and applicable global legislation.
- Our suppliers will take steps to reduce the use of hazardous substances and, where possible, **replace them** with safer alternatives e.g. water based adhesives and inks instead of solvent-based.

6. Air Emissions

We are committed to minimising local air pollution from factories in our supply chain.

- Our suppliers will continuously **measure, record and track emissions** generated by any onsite combustion.

- Our suppliers will **keep records** of annual **solvent consumption**.
- Our suppliers will continuously **measure, record and track process emissions** and ensure emissions of volatile organic compounds (VOCs), Particulates, nitrogen oxides (NOx) and Isocyanates meet the Air Emissions Levels for the Printing Industry, stipulated by the IFC (see Annex B).
- Our suppliers will conduct **periodic air quality testing** to capture air quality on the factory floor.
- Our suppliers will **minimise**, and where appropriate **treat**, all **emissions to air** before they are released if they have the potential to adversely affect human health and/or the environment.
- Our suppliers will develop a **solvent management plan**. This plan should set targets to reduce emissions to air and state options for achieving these targets.
- Our suppliers will **select materials or processes** with no or low demand for VOC-containing products.
- Our suppliers will **avoid or minimize VOC losses** through process modifications and solvent vapour recovers.
- Our suppliers will implement **secondary controls** to address residual emissions if necessary.
- Our suppliers will keep a **list of all air emissions points** within the factory and which substances are emitted at each point.
- Our suppliers will **install air extraction devices** in areas of the factory where fumes or particulates (including dust) are generated and can be inhaled by workers.

7. Raw Materials

We are committed to a long-term goal of tracing the raw materials in our products back to source.

- Our suppliers will **maximise efficiency** of non-renewable material use to avoid unnecessary consumption of resources.
- Our suppliers will **use renewable materials** where possible.
- Our suppliers will **trace raw materials**, including paper sources and chemicals, back to the mill or factory where they were produced. Our suppliers will be able to provide the brand name of the paper, chemical or other raw material that the mill or factory uses.

8. Solid Waste

We are committed to minimising wastage in our supply chain, across all material types.

- Our suppliers will continuously **measure, record and track** the types and amount of **solid waste** produced by the factory for all solid waste streams. This includes paper and board, plastics, metal, glass, wood, chemicals, plates, inks, toner cartridges, lacquers, glues, adhesives, general (domestic), sewage sludge if there is onsite wastewater treatment, and any other hazardous waste.
- Our suppliers will have **systems** in place to ensure the **safe handling, movement, storage, recycling, reuse, or disposal** of waste.
- Our suppliers will set **targets** to reduce solid waste production and start a programme to achieve the reduction.
- Our suppliers will attempt to **reduce, re-use and recycle** for each waste stream (hazardous and non-hazardous).
- Our suppliers will **track the disposal route** for each waste stream.
- Our suppliers will ensure **safe and legal disposal** of hazardous waste using licensed waste contractors only.

9. Noise

- Our suppliers will conduct **periodic noise level testing** and where appropriate, employ noise prevention and control strategies and provide appropriate PPE for workers.
- Our suppliers will ensure they meet the Noise Level Guidelines stipulated by the IFC (see Annex C).

SUBCONTRACTING

We define subcontracting as the **use of an outside organization** to do work that our suppliers cannot do themselves, **regardless of the volume or duration of that work**. This may be due to a temporary shortage of resources, lack of appropriate equipment, a temporary lack of capacity, or a lack of expertise.

- Our suppliers will **gain prior permission and written approval** from us before subcontracting.
- Our suppliers will have a **clear written agreement with their subcontractors** and will conduct due diligence to ensure the welfare of all subcontractor workers is safeguarded and that the clauses in this Code of Conduct are upheld.
- Our suppliers will keep on file **the name, location and audit reports of all approved subcontractors**.
- Our suppliers **will monitor and record compliance of their subcontractors** to the same standards set out in our Code of Conduct.

ANNEXES

A: IFC Effluent Guidelines

Pollutants	Units	Guideline Value
pH	--	6-9
COD	mg/L	150
BODs	mg/L	30
Total Phosphorus	mg/L	2
Total Suspended Solids	mg/L	50
Oil and Grease	mg/L	10
Aluminum	mg/L	3
Cadmium	mg/L	0.1
Chromium Hexavalent Total	mg/L	0.1 0.5
Copper	mg/L	0.5
Iron	mg/L	3
Lead	mg/L	1
Silver	mg/L	0.5
Zinc	mg/L	0.5
Cyanide	mg/L	0.2
Adsorbable Organically-bonded Halogens (AOX)	mg/L	1
Toxicity	To be determined on a case specific basis	
Temperature increase	°C	<3 ^a

^a At the edge of a scientifically established mixing zone which takes into account ambient water quality, receiving water use, potential receptors and assimilative capacity

B: IFC Aim Emissions Guidelines

Pollutants	Units	Guideline Value
VOCs	mg/Nm ³	100 ^{a,b}
		20 ^{a,c}
		75 ^{a,d}
		100 ^{a,e}
Particulates	mg/Nm ³	50 ^f
NOx	mg/Nm ³	100 - 500 ^g
Isocyanates	mg/Nm ³	0.1 ^h

NOTES:
^a Calculated as total carbon
^b Heatset web offset printing with 15-25 tonnes / year solvent consumption
^c Heatset web offset printing with >25 tonnes / year solvent consumption
^d Publication rotogravure with >25 tonnes / year solvent consumption
^e Other rotogravure, flexography, rotary screen printing, laminating, or varnishing units (> 15 tonnes / year solvent consumption) rotary, screen printing on textile/card-board (> 30 tonnes / year solvent consumption)
^f As 30 minute mean for contained sources. From all processes / activities.
^g As 30 minute mean for contained sources. From turbines, reciprocating engines or boilers used as VOC abatement equipment.
^h As 30 minute mean for contained sources, excluding particulates, and expressed as NCO. From all processes / activities using isocyanates.

C: IFC Noise Level Guidelines

Receptor	One Hour L _{Aeq} (dBA)	
	Daytime 07:00 - 22:00	Nighttime 22:00 - 07:00
Residential; institutional; educational ⁵⁵	55	45
Industrial; commercial	70	70