

The Book Chain Project

SUPPLIER CODE OF CONDUCT

Introduction

The Book Chain Project is a collaboration of leading publishers that work together to drive social and environmental responsibility in our product supply chains. We are committed to continuous improvement on sustainability throughout our own operations and supply chains.

This Code of Conduct “Code” sets out Usborne Publishing Ltd expectations for our suppliers, their subsidiaries and supply chains. We expect our suppliers to uphold the standards raised in this Code and maintain any documentation that may be necessary to demonstrate conformance through a management system consistent with industry standards and appropriate for their size, complexity and risk exposure. We recognise that some issues are difficult to resolve and encourage suppliers to share any challenges with us in an open and honest way.

All suppliers must comply with all applicable laws and regulations. Where this Code goes beyond the requirements of local law, we expect suppliers to meet our standards. If any serious non-conformance with this code is identified, the relevant parties must inform the Book Chain Project publisher(s) they are working with in a timely manner, at least within 48 hours.

Taking part in the Book Chain Project

The Book Chain Project (and specifically the Labour & Environment workstream) requires suppliers taking part to regularly share data on their processes and activities. We expect all suppliers to ensure their data is entered correctly on the system and remains up-to-date. Data shared may include but not be limited to:

- Supplier site information;
- Environmental and labour standards questionnaires;
- Social audits, including corrective action plans, follow-up reports and certifications; and
- Any additional assessments, including on-site visits from publishers or the Book Chain Project admin team (on-site visits by the Book Chain Project team will only be conducted with approval of the supplier).

Publishers must request to add a supplier to their supplier list, and the supplier must approve that request before the publisher can see any data shared by that supplier. Suppliers are in control of which suppliers can access their data at all times.

The Principles

The Book Chain Project Code of Conduct is summarised into 13 key Principles, shown below. These Principles are founded on a number of internationally recognised codes of labour practice, including but not limited to the [UN Guiding Principles on Business and Human Rights](#), the [International Labour Organisation's Declaration on Fundamental Principles and Rights at Work](#), the [UN Convention of the Rights of the Child](#) and the [Ethical Trading Initiative's Base Code](#).

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Principle 1: Business is conducted with transparency and integrity
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Principle 2: Vulnerable workers are protected
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Principle 3: Employment relationships are clearly documented
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Principle 4: Child labour is prohibited
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Principle 5: Employment is freely chosen
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Principle 6: The workplace is free from discrimination, harassment and abuse
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Principle 1: Business is conducted with transparency and integrity

- 1.1. Our suppliers must recognise their responsibility to protect human rights as set out in the [UN Guiding Principles on Business and Human Rights](#), the [International Labour Organisation's Declaration on Fundamental Principles and Rights at Work](#), the [UN Convention of the Rights of the Child](#) and the [Universal Declaration of Human Rights](#).
 - 1.1.1. Suppliers should identify, prevent, mitigate and account for how they address actual or potential adverse human rights impacts through their own operations or that of their value chain.
- 1.2. Our suppliers will grant full access to production sites, employer-provided housing and any records relating to this Code to the Book Chain Project publishers and/or admin team upon request.
- 1.3. Our suppliers will provide an anonymous complaint mechanism for employees including indirectly employed workers to report workplace grievances and no ill effects will arise as a result to the employee(s) in question.
 - 1.3.1. Our suppliers will allow workers to access any multi-stakeholder grievance mechanisms provided by the Book Chain Project and facilitate remediating grievances when they are raised.
- 1.4. Our suppliers will adhere to the practice of Free and Prior informed consent for land rights. Our suppliers will conform to relevant international, national and local standards of land tenure when working in communities. We expect our suppliers to have a due diligence process in place to understand the established rights to land and property in the communities where they work.

Principle 2: Vulnerable workers are protected

- 1.5. Our suppliers will comply with local laws relating to the use of temporary workers and/or workers employed via agency labour providers. Our suppliers will not use these employment arrangements to avoid legal obligations to regularly employed workers.
- 1.6. Our suppliers will have a clear written contract with any labour provider or agency and will conduct due diligence to ensure that the clauses in this Code of Conduct are being applied to all workers that they employ via those agency labour providers.
- 1.7. Prior permission must be granted if suppliers use a subcontractor (on- or off-site) for our products or services. Suppliers will keep on file the name, location and any other relevant documentation to prove that subcontractors are held to the standards set out in this Code.

Principle 3: Employment relationships are clearly documented

- 1.1. Our suppliers will ensure that their job offers are transparent and that all potential recruits and employees understand the nature of work and terms and conditions at all stages of recruitment and employment.
- 1.2. Our suppliers will ensure that all workers are employed under a formal and lawfully recognised contract appropriate to their working arrangements. Our suppliers will offer

their workers regular work based on the parameters defined in said contracts. If the worker is a migrant worker being hired from overseas, they must receive their employment contract prior to departing their country of origin.

- 1.3. Our suppliers will ensure that all contracts are provided in the workers' native language. If the worker is a migrant worker from overseas, their contracts must not be changed in any form on arrival to their destination of employment, unless these changes are made to meet local law and/or provide equal or better terms.
- 1.4. Our suppliers will handle the termination of workers' employment responsibly. This includes not unreasonably restricting workers from taking up employment opportunities and ensuring that workers receive all outstanding pay and benefits they are entitled to.

Principle 4: Child labour is prohibited

- 1.5. Our suppliers will verify and record the ages of all new employees by checking original identity documents. Our suppliers will only employ people who (whichever is highest out of the three below options):
 - 1.5.1. Meet the minimum legal age for employment;
 - 1.5.2. Meet the minimum legal age for leaving compulsory education;
 - 1.5.3. Are 15 years of age or higher.
- 1.6. If child labour, as defined by clause 1.5, 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 ongoing financial support to the child or its family, as appropriate, 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.

Principle 5: Employment is freely chosen

- 1.7. Our suppliers will not use forced, bonded (also sometimes referred to as debt bondage), indentured or compulsory labour, or involuntary prison labour. All employment must be voluntary.
- 1.8. Our suppliers will not require employees to pay recruitment costs or fees, or lodge financial deposits or identity documents to secure or retain employment. Recruitment fees include:
 - 1.8.1. Payments for recruitment services offered by labour recruiters;
 - 1.8.2. Payments made in the case of recruitment of workers for third-parties;
 - 1.8.3. Payments made in case of direct recruitment by the employer;
 - 1.8.4. Related costs of recruitment, referral and placement within or across national borders, such as but not limited to: medical costs, insurance costs, costs for skills and qualification tests, costs for training and orientation, equipment costs, travel and lodging costs, and administrative costs.

- 1.9. Our suppliers will not recover recruitment costs from employees, such as foreign worker levies, even where this is allowed by local laws. If any such activity is discovered, our suppliers will immediately reimburse the employee.
- 1.10. Our suppliers will only work with agents and sub-agents that do not require workers to pay any form of recruitment fees as defined in clause 1.8. Our suppliers will ensure they are conducting due diligence on their recruitment agents. If any fees are found to have been paid by workers, our suppliers will immediately reimburse all workers involved.
- 1.11. Our suppliers will not prevent free movement of workers to and from the site, within the site, or to and from their accommodation unless this will compromise their safety or the safety of other workers.

Principle 6: The workplace is free from discrimination, harassment and abuse

- 1.12. Our suppliers will not tolerate an intimidating workplace. This includes threatening to execute or executing any form of physical, psychological, sexual or verbal abuse, or any other form of intimidation against employees. If intimidating practices are identified, these will be tackled through a fair and transparent disciplinary procedure.
- 1.13. Our suppliers will treat employees and potential recruits 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 and potential recruits fairly across all employment processes including recruitment, job allocation, payment, access to training, compensation, promotion and termination.
- 1.14. Our suppliers will not subject employees or potential recruits to mandatory health tests, such as for HIV/AIDS or pregnancy, that have no relevance for the job function and/or are not required by national laws or regulations.

Principle 7: Work is fairly compensated

- 1.15. Our suppliers will pay wages at a minimum in line with local laws and regulations, including those relating to minimum wages, piece rates and other elements of compensation. Where local industry benchmarks are higher, our suppliers will align the wages paid to the local industry benchmark.
- 1.16. Our suppliers will also strive to pay wages that meet 'basic' needs, where legal or industry standards do not do so. 'Basic' needs include food and housing expenses, as well as some discretionary income.
- 1.17. 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 of at least 125% of the normal hourly rate, or the local industry benchmark rate, whichever is higher.
- 1.18. Our suppliers will ensure wages, including overtime payments, are paid in full directly to the worker, at least on a monthly basis.

- 1.19. Our suppliers will provide all employees with understandable written terms of payment ahead of employment as well as payslips covering each pay period. Our suppliers will provide mandated benefits to all employees as required by local law and terms of employment.
- 1.20. Our suppliers will ensure that deductions from wages are never made as a disciplinary measure or as a recruitment fee, as defined in clause 1.8 above.
- 1.21. Our suppliers will only make deductions from wages if:
 - 1.21.1. 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
 - 1.21.2. The employee has consented to the deduction in writing, AND
 - 1.21.3. The deduction is in accordance with local laws, AND
 - 1.21.4. 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.

Principle 8: Working hours are reasonable

- 1.22. Our suppliers will ensure that working hours do not exceed the applicable contractual limits, and comply with (whichever gives the employee the greatest protection):
 - 1.22.1. Local laws on working hours; or
 - 1.22.2. A standard 48-hour working week.
- 1.23. Our suppliers will ensure that all overtime is worked solely on a voluntary basis, and comply with (whichever gives the employee the greatest protection):
 - 1.23.1. Local laws on overtime;
 - 1.23.2. No more than a total of a 60-hour working week.
- 1.24. Our suppliers will ensure that all workers receive the paid holiday to which they are contractually entitled without detriment, and comply with (whichever gives the employee the greatest protection):
 - 1.24.1. Local laws on days off;
 - 1.24.2. At least one day off after every 6 consecutive days of work.
- 1.25. Our suppliers will keep:
 - 1.25.1. A transparent, accurate and reliable system to record working hours, overtime and leave.
 - 1.25.2. Time attendance records for each employee for at least 12 months, or longer if required by law.

Principle 9: Freedom of association and the right to collective bargaining are respected

- 1.26. Our suppliers will not interfere in the employee's right to form or join a worker representation group and to bargain collectively.
- 1.27. Our suppliers will create an open environment for worker representation group activities (including trade unions) and will not discriminate against group members. Our suppliers will allow worker representatives to access the workplace to carry out their representative functions.
- 1.28. Our suppliers will develop management systems and processes for communicating and consulting with worker representation groups.
- 1.29. 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.

Principle 10: The workplace is safe and hygienic

- 1.30. Our suppliers will 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. Responsibility for health and safety must be assigned to a senior management representative.
- 1.31. Adequate measures will be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising (as far as is reasonably practical) the causes of hazards inherent in the working environment. This includes appropriate management of hazardous substances.
- 1.32. Our suppliers will maintain a clean, safe and healthy workplace that complies with all local legislation and includes access to toilets, drinking water facilities, sanitary facilities for food preparation and storage where applicable, and all basic provisions. Our suppliers will provide adequate safeguards against fire, and must ensure the safety, strength and stability of buildings and equipment. Our suppliers will extend the same standards to both on- and off-site accommodation provided for their workforce.
- 1.33. Our suppliers will provide, where necessary, protective clothing and equipment to prevent accidents and exposure of employees to hazards, at no cost to employees.
- 1.34. Our suppliers will ensure that, where provided, housing and childcare services meet the basic needs of workers, including reasonable personal space, secure storage for personal belongings and adequate water, sanitation and hygiene standards.
- 1.35. Our suppliers will only allow hazardous or overnight work to be carried out by those over the age of 18.
- 1.36. Our suppliers will provide relevant information, instruction, and regular 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, equipment and hazardous substances. This training must be conducted in a language that workers understand.
- 1.37. 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.

- 1.38. 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.
- 1.39. Our suppliers will have Material Safety Data Sheets (MSDSs) available in the local language for all hazardous substances used onsite.
- 1.40. Our suppliers will take steps to reduce the use of hazardous substances and, where possible, replace them with safer alternatives.
- 1.41. Our suppliers will conduct periodic noise level testing and where appropriate, employ noise prevention and control strategies.

Principle 11: Impacts on the environment are actively minimised

- 1.42. Our suppliers will 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. Any necessary environmental permits must be maintained.
- 1.43. Our suppliers will ensure at least one senior management representative has responsibility for environmental management.
- 1.44. Our suppliers will measure, record and track their environmental impacts, taking practical steps to reduce those impacts and facilitating continuous improvement. In particular, we expect our suppliers to continuously measure, record and track their:
 - Energy
 - Emissions
 - Water
 - Wastewater
 - Use of hazardous substances
 - Raw materials; and
 - Solid waste.
- 1.45. Our suppliers should set targets to reduce their environmental impacts and regularly share data with us on progress through the Book Chain Project (e.g. the Environmental Questionnaire). Where relevant and reasonable, suppliers are encouraged to disclose targets and their performance against those targets publicly.
- 1.46. Our suppliers will understand the connections, impacts and risks that the business may have on nature, biodiversity and ecosystems.
- 1.47. Our suppliers will protect and restore natural habitats where possible to build resilience and protect threatened and endangered species.

Principle 12: The workplace maximises opportunities for circularity

- 1.48. Our suppliers will commit to a longer-term goal of tracing all raw materials in our products back to source. Raw materials, including paper and chemicals must be traceable

back to the forest or factory where they were produced. Suppliers will keep a record of the actors in their upstream supply chain.

- 1.49. Our suppliers will maximise efficiency of non-renewable material use to avoid unnecessary consumption of resources.
- 1.50. Our suppliers will promote and improve circularity within their business, operations and the design of products. This may include preferencing more sustainable materials, designing products with disassembly and end-of-life in mind and creating closed loops for recycled materials.

Principle 13: Animal welfare is prioritised

- 1.51. Our suppliers will comply with all applicable animal health and welfare laws and regulations. Where there is no local law, suppliers should follow the standards set out by the Animal Welfare Committee, including their five freedoms.
- 1.52. Our suppliers will improve and monitor animal welfare and promote compliance with the latest and most advanced scientific standards and best practices along the supply chain.

Definitions

'Agents' are all suppliers who act as a broker between publishers and product manufacturers.

'Code' is this Code of Conduct.

'Hazardous work' is any task where there is a significant risk of negative impacts on the health and safety of the worker (particularly those under 18).

'Serious non-conformances' are with the Code include child, bonded or forced labour, as well as severe health and safety issues that cause risk to life, limb or function.

'Subcontracting' is the use of an outside organisation 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.

'Suppliers' are any person or entity engaged in the production or provision of materials or services acquired by the publishers taking part in the Book Chain Project. It includes indirect suppliers and agencies.

'Temporary workers' (also referred to as contract labour) are those employed on short-term contracts. Sometimes those temporary workers are employed via agency labour providers.

'Value chain' includes both the upstream and downstream supply chain partners.

'Workers' are those who get a basic remuneration, not directly dependent on the revenue of the employer, through paid employment jobs where the incumbents hold explicit (written or oral) employment contracts which give them a basic remuneration, which may include wages and salaries, commission from sales, piece-rates, bonuses or in-kind payments (ILO ICSE-93).