



Supplier Sustainability Agreement

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1 Introduction

1.1 Aim of the Agreement.

The vision of sustainable health and care:

'A sustainable health and care system works within the available environmental and social resources protecting and improving health now and for future generations. This means working to reduce carbon emissions, minimizing waste & pollution, making the best use of scarce resources, building resilience to a changing climate and nurturing community strengths and assets.'

The Sustainable Development Strategy for the Health, Public Health and Social Care System 2014-2020 (gateway No 01011) was launched in January 2014. It describes the vision for a sustainable health and care system by reducing carbon emissions, protecting natural resources, preparing communities for extreme weather events and promoting healthy lifestyles and environments.

The aim of this Agreement is to ensure that all of our Suppliers understand that activity undertaken within the East of England Ambulance NHS Trust will take into consideration economic, social and environmental impacts. This will assist in / enable our organisation to:

- Ensure that the trust contributes and delivers sustainable healthcare.
- Ensure our suppliers meet modern ethical standards and are working in a sustainable way.
- Stimulate innovation to help deliver developments which are sustainable in our supply chain.
- Meet stakeholder expectations and support commissioner CCG's own Sustainability Strategies, Policies and Principles.
- Provide a consistent framework of policies and practises for achieving sustainable development throughout East of England Ambulance Trust

All tenders will be evaluated based on long-term value for money, using whole-life costing evaluations and sustainability will be a factor in each OJEU tender ensuring sustainability considerations are factored into all our major buying decisions. All suppliers will be asked to conform to the standards within the Supplier Sustainability Agreement,

1.2 Scope

This pack covers East of England Ambulance NHS Trust's aims and encompasses five key areas of Supplier activity;

- Labour
- Health and safety
- Environment
- Ethics
- Management Systems

The initial four sections relate to standards and the fifth outlines the elements of an acceptable system to manage conformity to the Agreement.

The Trust will:

- Comply with relevant environmental legislation, regulations, Agreements of Practice and relevant industry standards.
- Comply with Health and Social Care Act 2015
- Adopt and try to deliver Government targets on sustainable development.
- Ensure that consideration is being given to the sustainability aspects of significant purchasing decisions.
- Implement the relevant policies and procedures via our procurement process.
- Assess the sustainability impacts associated with the purchase and supply of products and services via the procurement process.
- Provide internal information sharing on our sustainable development agenda.
- Participate in discussions with stakeholders to improve performance.
- Complete the Good Corporate Citizen assessment annually to publicise sustainability performance.

1.3 Version History

V3 02/11/2017

1.4 Delivery and Measurement

Delivery against the action plans is reviewed by the East of England Ambulance Trust Environment Sustainability Group (formerly SSG/IEG)

2 Contents

2.1 Labour

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. The recognised standards were used as references in preparing the Agreement and may be a useful source of additional information. (See references)

The labour standards are:

2.1.1 Freely Chosen Employment

Forced, bonded (including debt bondage) or indentured labour, involuntary prison labour, slavery or trafficking of persons shall not be used. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labour or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law. Workers shall not be required to pay employers or agent's recruitment fees or other aggregate fees in excess of one month's salary. All fees charged to workers must be disclosed and fees in excess of one month's salary must be returned to the worker. Suppliers will adhere to the principles of the Modern Slavery Act 2015, the United Nations Global Compact, UN declaration of Human Rights as well as the 1998 International Labour Organisation's "declaration on Fundamental Principles and Rights at Work".

2.1.2 Young Workers

Child labour is not to be used in any stage of manufacturing. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize the health or safety of young workers, including night shifts and overtime. Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

2.1.3 Working Hours

Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks are not to exceed the maximum set by local law. Suppliers must comply with the Working Time Regulations 1998 and the Working Time Amendment Regulations 2007. Suppliers should not actively seek to encourage ‘opting out’ of the regulations by staff.

2.1.4 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labour will be within the limits of the local law. This means workers should get at least the minimum wage.

2.1.5 Humane Treatment

There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

2.1.6 Non-Discrimination

Suppliers should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin,

disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way. Suppliers must comply with the Equality Act 2010.

2.1.7 Freedom of Association

In conformance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Additionally workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices, both without fear of discrimination, reprisal, intimidation or harassment.

2.2 Health and safety

Suppliers recognise that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Suppliers also recognise that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace. Recognised management systems such as OHSAS 18001 and ILO Guidelines on Occupational Safety and Health were used as references in preparing the Agreement and may be a useful source of additional information.

The health and safety standards are:

2.2.1 Occupational Safety

Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Workers shall be encouraged to raise safety concerns and where raised attempts will be made in a timely manner to resolve them.

2.2.2 Emergency Preparedness- BCP

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life,

the environment and property. The Supplier must have business continuity plans in place, available for review by the Trust that covers continuity of supply. If the Trust has identified that your supply is 'critical' to ensure ongoing care to patients, the supplier BCP plan must include maintenance of adequate stock by the supplier to cover three months' supply to the Trust.

2.2.3 Occupational Injury and Illness

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work. The Supplier must inform the Trust of RIDDOR reportable incidents.

2.2.4 Industrial Hygiene

Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs. The Supplier must have suitable Safe systems of work in place to manage industrial hygiene and the Control of Substances Hazardous to Health (COSHH)

2.2.5 Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

2.2.6 Machine Safeguarding

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

2.2.7 Sanitation, Food, and Housing

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Supplier or a labour agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.

2.2.8 Health and Safety Communication

Supplier shall provide workers with appropriate workplace health and safety training in their primary language. Health and safety related information shall be clearly posted in the facility.

2.3 Environmental

The NHS Sustainable Development Strategy for the Health and Social Care System 2014-2020 has given the NHS a mandate to reduce its carbon footprint and to become more sustainable. Cutting carbon emissions is a legal requirement with the UK Government committed to a 34% reduction in emissions by 2020 and an 80% reduction by 2050. The Carbon Reduction Strategy reinforces the need to integrate environmental awareness into commissioning services.

East of England Ambulance NHS Trust suppliers and contractors must actively seek to reduce their organisational carbon emissions and carbon footprint, to the benefit of the carbon footprint of East of England Ambulance NHS Trust. Suppliers and contractors must undertake to provide on request data and information showing annual carbon reductions and to what extent these apply to the relevant Trust.

Initiatives undertaken to promote this could include, but not be limited to, the following:

- Review of delivery fleet vehicles to maximise fuel efficiency.
- Driver training to increase fuel efficiency.
- Consolidation of deliveries
- Changes to manufacturing processes
- Changes to materials used
- Enhanced waste management practices
- Reductions in use of energy/water
- Reductions in packaging materials used
- Increased recycling/reductions in landfill

Suppliers recognise that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment

and natural resources are to be minimized while safeguarding the health and safety of the public. Recognised management systems such as ISO 14001 and the Eco Management and Audit System (EMAS) were used as references in preparing the Agreement and may be a useful source of additional information.

The environmental standards are:

2.3.1 Environmental Permits and Reporting

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

2.3.2 Pollution Prevention and Resource Reduction

The use of resources and generation of waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

2.3.3 Hazardous Substances

Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

2.3.4 Wastewater and Solid Waste

Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Wastewater generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal. In addition, measures should be implemented to reduce generation of wastewater. Supplier shall conduct routine monitoring of the performance of its wastewater treatment systems.

2.3.5 Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. Supplier shall conduct routine monitoring of the performance of its air emission control systems.

2.3.6 Materials Restrictions

Suppliers are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labelling for recycling and disposal.

2.3.7 Storm Water Management

Supplier shall implement a systematic approach to prevent contamination of storm water runoff. Supplier shall prevent illegal discharges and spills from entering storm drains.

2.3.8 Energy Consumption and Greenhouse Gas Emissions

Energy consumption and greenhouse gas emissions are to be tracked and documented, at the facility and/or corporate level. Suppliers are to look for cost-effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

2.3.9 Supplier Packaging

East of England Ambulance NHS Trust expects suppliers and contractors to engage with our staff in order to actively reduce and eliminate unnecessary packaging by using reusable or recyclable packaging.

- All non-recyclable packaging such as polystyrene or foam chips should be replaced with a reusable or recyclable equivalent.
- Suppliers and contractors must work with East of England Ambulance NHS Trust to identify and quantify reductions in packaging and non-recyclable packaging in terms of carbon footprint and cost.
- Where reusable packaging is introduced/made available suppliers should make provision for the collection and reuse of the packaging as well as supporting East of England Ambulance NHS Trust and other Ambulance member Trusts to help minimise waste, associated costs and develop potential recycling income on Trust sites.
- Suppliers and contractors must work with East of England Ambulance NHS Trust to accept returned unused stock or recycle unused stock where possible to minimise wastage and disposal costs.
- Suppliers and contractors must also support East of England Ambulance NHS Trust and their member Trust staff in increasing education and awareness of reuse and recycling opportunities of unused stock including that which may be past its useful life or expiry date.

2.4 Ethics

To meet social responsibilities and to achieve success in the marketplace, Suppliers and their agents are to uphold the highest standards of ethics including:

2.4.1 Business Integrity

The highest standards of integrity are to be upheld in all business interactions. Suppliers shall have a zero tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement. All business dealings should be transparently performed and accurately reflected on Supplier's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws. Suppliers must comply with international anti-bribery standards as stated in the UK Bribery act 2010, the United Nations Global Compact and local anti-corruption and bribery laws.

2.4.2 No Improper Advantage

2.4.3 Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted to east of England Ambulance staff or their relatives in order to influence the employee's conduct in representing their Trust. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Suppliers must not act in a way that Contravenes the Trust Anti-Fraud and Bribery Policy. Disclosure of Information

Information regarding Supplier labour, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

2.4.4 Intellectual Property

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer information is to be safeguarded.

2.4.5 Fair Business, Advertising and Competition

Standards of fair business, advertising and competition are to be upheld. Appropriate means to safeguard customer information must be available.

2.4.6 Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity and protection of supplier and employee whistle-blower's* are to be maintained, unless prohibited by law. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

* Whistle-blower definition: Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.

2.4.7 Responsible Sourcing of Minerals

Suppliers shall have a policy to reasonably assure that the tantalum, tin, tungsten gold and other metals in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to the Trust upon customer request.

2.4.8 Privacy

Suppliers are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Suppliers are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

2.5 Management System

Suppliers shall adopt or establish a management system such as BS EN ISO 14001 whose scope is related to the content of this Agreement. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products; (b) conformance with this Agreement; and (c) identification and mitigation of operational risks related to this Agreement. It should also facilitate continual improvement against the current baseline.

The management system should contain the following elements:

2.5.1 Company Commitment

A corporate social and environmental responsibility policy statements affirming Supplier's commitment to compliance and continual improvement, endorsed by executive management and posted in the facility in the local language.

2.5.2 Management Accountability and Responsibility

The Supplier clearly identifies senior executive and company representative[s] responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management system on a regular basis.

2.5.3 Legal and Customer Requirements

A process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Agreement.

2.5.4 Risk Assessment and Risk Management

A process to identify the legal compliance, environmental, health and safety and labour practice and ethics risks associated with Supplier's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

Areas to be included in a risk assessment for environmental health and safety are production areas, warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing/dormitories.

2.5.5 Improvement Objectives

Written performance objectives, targets and implementation plans to improve the Supplier's social and environmental performance, including a periodic assessment of Supplier's performance in achieving those objectives.

2.5.6 Training

Programs for training managers and workers to implement Supplier's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

2.5.7 Communication

A process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to workers, suppliers and customers.

2.5.8 Worker Feedback and Participation

Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Agreement and to foster continuous, improvement.

2.5.9 Audits and Assessments

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Agreement and customer contractual requirements related to social and

environmental responsibility. The trust reserves the right to inspect premises to assess adherence to the Agreement without notice to the Supplier.

2.5.10 Corrective Action Process

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

2.5.11 Documentation and Records

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

2.5.12 Supplier Responsibility

A process to communicate Agreement requirements to suppliers and to monitor supplier compliance to the Agreement.

2.5.13 Duty to Report

In signing the Agreement the Supplier agrees to discuss and highlight to the Trust any products or services under supply that may be against the spirit of this Agreement. This will include;

- High carbon energy use equipment or consumables or where delivery of the service will require high energy input. E.g. excess mileage.
- High resource use (e.g. water, chemicals, oils and lubricants, cartridges) equipment or consumables or where delivery of the service requires significant amounts of materials to be used or generates excessive quantities of waste.
- Products or consumables that may impact or threaten bio diversity
- Products or consumables or where delivery of the service may create any type of pollution
- Products or consumables or where delivery of the service may impact on Public Health or generate social issues
- Products or consumables or where delivery of the service may impact on animal welfare.

3 Supplier Agreement.

3.1 Supplier Sustainability Agreement

This page should be signed by an appropriate authorised officer on behalf of the contracting organisation/company to accept and confirm adherence with the sustainability expectations of East of England Ambulance Trust Procurement team as outlined within this document, and returned to East of England Ambulance Trust Procurement at the following address:

East of England Ambulance Trust Procurement Team

Bedford Office
Hammond Road
Bedford
MK41 0RG

Supplier signature:

Date of acceptance :

References

The following standards were used in preparing this Agreement and may be a useful source of additional information. The following standards may or may not be endorsed by each Supplier.

Eco Management & Audit System www.quality.co.uk/emas.htm

Ethical Trading Initiative www.ethicaltrade.org

ILO Agreement of Practice in Safety and Health
www.ilo.org/public/english/protection/safework/cops/english/download/e000013.pdf

ILO International Labour Standards
www.ilo.org/public/english/standards/norm/whatare/fundam/index.htm

ISO 14001 www.iso.org

National Fire Protection Agency
www.nfpa.org/catalog/home/AboutNFPA/index.asp

OECD Due Diligence Guidance
http://www.oecd.org/document/36/0,3746,en_2649_34889_44307940_1_1_1_1,00.html

OECD Guidelines for Multinational Enterprises www.oecd.org

OHSAS 18001 www.bsi-global.com/index.xalter

Universal Declaration of Human Rights www.un.org/Overview/rights.html

United Nations Convention Against Corruption
www.unodc.org/unodc/en/crime_convention_corruption.html

United Nations Global Compact www.unglobalcompact.org

SA 8000 www.cepaa.org

SAI www.sa-intl.org

