

Supporting
Guidelines to
the Code of
Conduct

(Merchandise Suppliers)

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These Guidelines support the Code of Conduct, which describes what C&A expects from suppliers and business partners regarding legal compliance, human rights and labour practices, environmental performance, animal welfare and anti-corruption.

All requirements in these Guidelines are based on our commitment to the international human rights and environmental standards, including the UN Guiding Principles and the OECD Due Diligence Guidance on Responsible Supply Chains in the Garment and Footwear Sector, and the specific conventions, recommendations and guidelines referred to in each Section of the Code of Conduct. The Guidelines serve to reaffirm C&A's commitments to human rights and equity as expressed in our Human Rights & Equity Policy.

The Supporting Guidelines specify mandatory requirements of the Code of Conduct unless it is explicitly stated that a provision has only recommendatory character. C&A may share further advanced guidelines with suppliers to elaborate what we consider as best practices and what we would like to see the suppliers we work with aspire to. Such advanced guidelines that go beyond mandatory requirements will be integrated into the Supporting Guidelines document.

General principles

What does our Code of Conduct say?

The Code of Conduct describes what C&A¹ expects from suppliers and business partners regarding legal compliance, human rights and labour practices, environmental performance, animal welfare and anti-corruption.

Expectations related to other matters, such as quality standards, product standards and delivery instructions, are addressed in our Terms & Conditions and other policies and guidelines. Adhering to the Code of Conduct is just as important as meeting our quality standards and delivery terms.

Our commitments to international human rights, labour rights and environmental protection are specified in our C&A Europe Human Rights and Equity Policy. Our Code of Ethics² details our expectations to our employees regarding legal compliance and ethical standards in business and professional conduct. C&A is committed to identifying, preventing, mitigating and remedying negative impacts on workers and communities in our entire supply chain and the environment, including by cooperating with external stakeholders such as workers and their representatives and communities. With a view to avoid negative impacts to suppliers, C&A is committed to reflecting on our sourcing and purchasing practices, making adaptations as required.

The requirements in the Code of Conduct are further explained in Supporting Guidelines to the Code of Conduct. Supporting Guidelines include further guidance on how adherence to the requirements of the Code of Conduct shall be ensured by suppliers, business partners or what C&A considers as advanced practices. C&A reserves the right to add requirements, further guidance for ensuring adherence or indications of advanced practices to the Supporting Guidelines and to develop Supporting Guidelines for specific types of suppliers or business partners. Any updates will be shared in a timely manner with the respective suppliers and business partners.

The requirements apply to all suppliers and business partners of C&A. For contract partners in the supply of merchandise³ (supplier⁴), the Code of Conduct applies to all production units used to manufacture, finish, or process C&A merchandise or components thereof, regardless of whether these production units are operated by

1 "C&A" means entities of (i) a group of companies, directly or indirectly controlled by C&A AG, Baar as well as the independent legal entities of (ii) C&A Modas S.A. (C&A Brazil) and (iii) C&A Mexico, S. de R.L. (C&A Mexico). C&A Brazil and C&A Mexico reserve the right to limit the scope of this Code of Conduct in light of mandatory legal requirements applicable in their respective jurisdictions. References in this Code of Conduct to C&A policies, commitments or other documents only apply to C&A Europe.

2 For C&A Europe the Code of Ethics is rolled out to the sourcing organization in Asia.

3 Merchandise shall include any final product sold by C&A under its own name or brand or at its retail or online sales points.

4 Throughout the Code of Conduct and its Supporting Guidelines, the word "suppliers" must be read as "suppliers and their production units".

entities that are fully or partly owned by the suppliers, including subsidiaries (majority stakes) and affiliates (minority stakes), or contracted by agents/importers or are subcontracted entities or persons. The manufacturing, finishing or processing of C&A merchandise or components thereof can include any process of cutting, sewing, embroidery, trims, accessories, printing, laundry/washing, dry processing, garment dyeing, panel knitting, linking and final assembly/packing. For business partners, this means that the Code of Conduct applies to all companies with whom C&A enters into a contractual relationship for the supply of a non-merchandise product or service, e.g. vendors and project collaborators.

Suppliers and business partners must explicitly provide a contractual assurance to C&A to implement and adhere to the Code of Conduct. In addition, suppliers must obtain approval from C&A for all production units, whether owned or subcontracted, prior to the start of production. The use of any unauthorised production unit is strictly prohibited. Suppliers are responsible for ensuring compliance with the entire Code of Conduct at any subcontracted production unit. Details for the use of subcontracted production are regulated in C&A's Unauthorised Production Rules.

C&A expects suppliers and business partners, regardless of their position in the value chain, including fabric, fibre and raw material suppliers, to follow the same standards. To that end, C&A requires its suppliers and business partners to communicate the requirements of this Code of Conduct to their own suppliers and business partners and ensure adherence by adequate means. C&A expects its suppliers and business partners to know their own supply chains and address non-compliances without delay, whenever they receive concrete indications thereof. Where C&A nominates business entities producing fabric, fibre or raw materials in its deeper supply chain for the production of C&A merchandise, C&A requires them to sign and adhere to this Code of Conduct. In addition, C&A may choose to encourage business entities producing fabric, fibre or raw materials in its deeper supply chain to voluntarily sign this Code of Conduct so that C&A and said entities may work together for improved human rights and environmental performance.

C&A wants to work with suppliers and business partners who subscribe to the core objectives of the Code of Conduct, namely to protect people and the environment and adhere to high ethical standards in business practices. Applying lower standards for other customers is not compatible with a shared commitment to these objectives. It is important to note that the provisions in the Code of Conduct constitute minimum, not maximum, standards. C&A expects suppliers and business partners to aim for the continuous improvement of human rights, specifically working conditions and environmental performance. C&A will consider suppliers and business partners that prove active engagement for such continuous improvement for building long-term business relationships. C&A will support suppliers who are open, honest and genuinely committed to continuous improvement of working conditions and environmental performance to overcome the difficulties they may face in achieving compliance with the requirements of this Code of Conduct.

C&A expects suppliers and business partners to adopt management systems that seek to prevent risks of non-compliance with the Code of Conduct and to take required remedial measures to ensure continued adherence. In this context, suppliers and business partners are expected to engage with relevant stakeholders, including workers and their representatives, where appropriate.

C&A's terms and conditions for contracts with suppliers and business partners will specify whether and which additional requirements apply regarding

- the monitoring of compliance with the Code of Conduct, be it in the form of self-assessments, verified self-assessment, audit/visits by C&A staff or designated third parties and respective corrective action plans,
- transparency and accuracy of records,
- and the disclosure of names and locations of production units, including those of pre-suppliers.

C&A maintains a whistleblowing and grievance channel (Fairness Channel) accessible by any person or organisation that may raise a concern about unethical and unlawful behaviour, violations of the Code of Conduct, or other concerns about potential or actual human rights violations or environmental damage in relation with C&A's supply chain or other business to confidentially and independently acting persons in charge for such cases.

What do we mean by that?

Signing the Code of Conduct

- C&A expects suppliers to sign the Code of Conduct before any production for C&A can start. By signing the Code of Conduct and C&A's Terms and Conditions for the Supply of Merchandise, suppliers give contractual assurance to C&A that they will adhere to the Code of Conduct.
- Suppliers are also expected to sign the Supporting Guidelines to the Code of Conduct.
- C&A will also require business entities that it nominates as suppliers of fabric, fibre, or raw materials for C&A merchandise production to sign the Code of Conduct.
- C&A may ask, upon its own initiative and in its sole discretion, further suppliers in its deeper supply chain to sign the Code of Conduct in order to work with them on the continuous improvement of working and environmental conditions.

Subcontracting

- Prior to the start of production, suppliers must seek and have obtained approval from C&A for any production unit, whether owned or subcontracted. Suppliers remain responsible for ensuring compliance with the entire Code of Conduct at any production unit used for the production of C&A merchandise, including subcontracted production units.
- The use of unauthorised production for any purchase order is strictly prohibited.
- Details on how C&A deals with cases of undisclosed production are specified in C&A's [Undisclosed Production Rules](#).

Changes to the Supporting Guidelines and C&A Codes

- C&A reserves the right to add further content to the Supporting Guidelines or adopt further supporting documents. C&A expects that such updates will relate to clarifications and interpretations of the Code of Conduct or will contain guidance on best practices.
- Suppliers and production units used for the production of C&A merchandise will be informed timely by email about any update of the Supporting Guidelines and other relevant documents referred to in the Terms & Conditions for the Supply of Merchandise as C&A Codes. C&A will ensure that such documents, including an explanation of the respective changes, are available through an online platform. Where necessary, C&A will provide training on the updates.
- Information on changes will be made available before C&A expects implementation.

Requirements for ensuring adherence

Management systems

- Suppliers must have an effective management system to proactively manage adherence to the Code of Conduct, aimed at understanding and continuously improving the production unit's social and environmental performance and impact, and assign responsibility for compliance to a senior management representative. Such a management system should include a systematic identification of risks to people and the environment caused by, contributed by, or linked to its business activities, the adoption of adequate measures to prevent, mitigate or remedy these risks and monitor their effectiveness, adequate documentation and, if possible, communication to the public of identified risks, including the monitoring thereof.
- Further details on how management systems shall address specific issues are highlighted in the respective thematic Sections of the Supporting Guidelines.

- Suppliers must make workers aware of the requirements of the Code of Conduct and train managers and supervisors on how to ensure compliance with those requirements.
- Suppliers must conduct internal assessments on a regular basis to ensure conformity to legal and regulatory requirements and the C&A Code of Conduct.
- Based on its own prioritisation of risks to human rights and the environment, C&A will support suppliers by providing training on the requirements of the Code of Conduct and the content of the Supporting Guidelines and, where appropriate, offering guidance on best practices for management systems.
- Suppliers with strong management systems will have mechanisms that alert them immediately about issues that need to be addressed. They will have preventive measures in place to ensure that issues do not reoccur. Engagement with stakeholders, including workers and their representatives, and effective grievance mechanisms, as required by the Code of Conduct, are essential elements for strong management systems. C&A seeks to work with suppliers that take ownership and accountability for their compliance programmes.

Suppliers' own suppliers and business partners

- Suppliers must communicate the requirements of this Code of Conduct to their own suppliers and business partners. This requires that suppliers know their suppliers and business partners. They need to share with their suppliers and business partners either this Code of Conduct or a document requiring an equivalent level of protection.
- Adherence to the requirements of the Code of Conduct or equivalent document shall be a contractual condition with these suppliers and business partners whenever possible.
- Suppliers are expected to devise a management system to monitor adherence to this Code of Conduct or equivalent document by their own suppliers and business partners. Whenever they receive concrete indications of non-compliance with the agreed requirements, they shall address such violations by agreeing on corrective action plans or through other remedial and preventive measures. Such measures shall be taken without delay but may focus first on those violations or risks of violations that are particularly severe and/or likely

Monitoring & transparency

- C&A will monitor adherence to the Code of Conduct and the Supporting Guidelines in accordance with its respective monitoring frameworks used for social and environmental compliance of suppliers.
- Suppliers must allow C&A and/or its representatives and/or third parties designated by C&A to perform assessments, verify self-assessments or conduct other visits, whether announced or unannounced. On such occasions, suppliers must be cooperative, transparent and provide unrestricted access to workers, records, work areas and dormitories, if applicable. Suppliers must allow worker interviews to take place in a private and confidential setting and must not coach workers on how to respond to questions or retaliate in any form whatsoever against workers providing information in worker interviews.
- Suppliers must maintain complete and accurate records for at least 12 months so that compliance can be effectively assessed or verified. Suppliers must not manipulate information or misrepresent any aspects of their operations.
- Suppliers must allow C&A to disclose the names and locations of suppliers and production units, as well as information on their performance under the Code of Conduct, to third parties.
- Upon request, suppliers must provide C&A with respective information on their own suppliers and business partners and their adherence to the Code of Conduct or equivalent document, as requested by C&A.
- Suppliers must support C&A and/or its representatives and/or third parties designated by C&A to perform assessments, verify self-assessments or conduct other visits at their own suppliers and subcontractors, as requested by C&A.

Consequences of non-compliance

- C&A evaluates the compliance of production units by a methodology that considers the severity and urgency of non-compliances found. Each evaluation leads to a rating that has clearly defined business implications, which are communicated to suppliers and production units in mandatory trainings. C&A will provide feedback to suppliers on the evaluation of the performance.
- In case of violations of the Code of Conduct detected in an assessment, verification of a self-assessment, a visit of C&A staff or designated third party, through C&A's whistleblowing and grievance system ([Fairness Channel](#)) or through other channels, the supplier shall develop a corrective action plan or remedy, with C&A's support if necessary, and implement it within a reasonable time frame, depending on the nature of the violation. C&A reserves the right to review content and time frames of corrective action plans or remedies with a view to ensure effective risk prevention and remediation. C&A expects adequate evidence of the implementation of the corrective action plan and/or remediation.
- C&A reserves the right to temporarily suspend the business relationship with a supplier that fails to implement the agreed corrective action plans or remediation within agreed time frames.
- In case of serious violations or continued non-compliance despite agreed corrective actions, C&A reserves the right to terminate the business relationship with the supplier, in line with its own [commitments to a responsible exit](#). C&A maintains and will communicate in a timely manner any update of a list of zero-tolerance issues that are typically considered as serious violations. Typical cases of serious violations in which C&A may revert to ending the business relationship are highlighted in subsequent Sections.
- In accordance with respectively applicable Terms & Conditions, C&A will hold suppliers liable for any damages and expenses incurred by C&A that may result from violations of the Code of Conduct by suppliers, including their subcontractor(s). In case the supplier provides sufficient evidence that the violation of the Code of Conduct has been caused or contributed by C&A, C&A will, in its sole discretion, disregard holding the supplier liable.
- If a supplier reasonably believes that C&A has caused or contributed to a violation of the Code of Conduct by not adhering to its [commitments to responsible purchasing](#) practices or that remediation requires C&A's participation, C&A is willing to review any evidence provided by the supplier in support of this claim. In such cases, C&A may, at its sole discretion and in line with its prioritisation of human rights risks, decide to support the preparation and implementation of corrective action plans or remediation through adequate means to the extent of its own contribution.

Requirements

C&A expects suppliers and business partners to conduct their operations in a responsible manner and make every effort to protect people and the environment. This includes identifying, preventing, mitigating and remediating risks in their operation and supply chains.

The expectations set out below reflect our commitment to promoting adherence to internationally agreed human rights standards throughout our supply chain and business relations, in line with the United Nations (UN) Guiding Principles on Business and Human Rights, the International Bill of Human Rights and the International Labour Organisation (ILO)'s Declaration on Fundamental Principles and Rights at Work.

We base our specific expectations of the respective human rights on those international conventions and recommendations that we refer to in each Section of this Code of Conduct. In addition, expectations of our own and our suppliers' and business partners' responsible business conduct are based on the recommendations of the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector.

1.0 Legal compliance

1.1 What does our Code of Conduct say?

- Suppliers and business partners must comply with national and other applicable law at all times, including on topics not covered in this Code of Conduct. Suppliers and business partners must obtain and maintain all the necessary permits and/or licences, in particular on any field related to environmental protection.
- Where the provisions of law and the Code of Conduct address the same subject, suppliers and business partners must apply that provision which affords the greater protection of workers or the environment. If expectations expressed in this Code of Conduct put suppliers and business partners into conflict with domestic laws, they are expected to seek ways to honour the human rights principles and values behind international standards, translated and expressed in this Code of Conduct to the extent possible, without violating domestic law.
- Suppliers and business partners must ensure that intellectual property rights are respected and that unlawful copies are neither offered nor produced.

1.2 What do we mean by that?

- Adherence to legal requirements is fundamental to the business relationship between suppliers and C&A.
- In addition, adherence means that suppliers respect internationally recognized human rights and environment standards and take serious efforts to ensure their workers and communities potentially affected by their business activities can enjoy these rights.

1.3 Requirements for ensuring adherence

- At a minimum, suppliers must comply with the laws and regulations of the country in which they operate. As such, they are required to have respective procedures in place, and to appoint personnel to obtain/maintain current information on local labour, health and safety, and local and national environmental laws, including assigning responsibility for implementing changes to a senior management representative.
- To ensure continued compliance with the law, necessary changes must be made in a timely manner and communicated to workers

1.4 Consequences of non-compliance

- C&A reserves the right to treat the lack of a valid business licence as a zero-tolerance issue.

2.0 Labour & human rights

C&A expects suppliers and business partners to respect the human rights of workers and to adhere to the requirements in this Section. Where needed, C&A will work closely with suppliers and business partners to help them achieve adherence.

2.1 Child labour

2.1.1 What do we base our expectations on?

ILO Minimum Age Convention, 1973 (No. 138)

ILO Worst Forms of Child Labour Convention, 1999 (No. 182)

ILO Worst Forms of Child Labour Recommendation, 1999 (No. 190)

UN Convention on the Rights of the Child

2.1.2 What does our Code of Conduct say?

- Workers must be at least 16 years of age, or older if required by local law, including regulations on compulsory schooling.
- Suppliers and business partners must comply with all special protections for young workers under 18, as required in applicable law.
- Workers performing hazardous work or working during the night must be at least 18 years of age.

2.1.3 What do we mean by that?

Minimum age

- In line with international standards, a “child” is defined as any person under the age of 18.
- Suppliers must adhere to the minimum age of 16, unless local law stipulates a higher age for work or mandatory schooling, in which case the higher age will apply.
- Suppliers must make sure that no children younger than permitted above are allowed in the area in which production or other operations take place, even if they are not working.

Young workers

- Suppliers who employ young workers, defined as between 16 and 18 years of age, must take measures to ensure that these workers are protected from working conditions likely to endanger their health, safety or their moral integrity, and/or which harm their physical, mental, spiritual, moral or social development.
- This duty implies that young workers must not do hazardous work as defined by ILO Recommendation No. 190 or work during night shifts.
- Young workers must not work longer than they are permitted by the law and receive annual medical check-ups.

2.1.4 Requirements for ensuring adherence

Policies and documentation

- Suppliers shall have written policies and procedures to prevent child labour. These policies and procedures must be effective and updated regularly to comply with new laws and regulations. Suppliers must communicate the policy to all workers and subcontractors and ensure subcontractors comply.
- Personnel files for all workers, including resigned or terminated workers, should be properly maintained for at least 12 months.
- Suppliers must have a robust age verification process, including stringent checks on the validity of the documentation. In countries where a national identity card is not available, suppliers must require two forms of age verification documents (for example a driver's licence, right to vote card, etc.) and one of them should include a photo ID.
- Proof of age documentation, and thereby compliance with legal age limitations, must be available for all workers in the form of a copy of the national identity card (or two forms of age verification documents) kept in workers' personnel files.
- Suppliers must ensure that young workers carry out the related occupational health and safety education, training and physical examination, at least where required by law. Suppliers shall maintain documentation thereof to demonstrate compliance.

Remediation

- Suppliers must develop or participate in and contribute to policies and programmes defined by C&A that provide for the transition of any child under the age of 16 found to be performing work to enable her or him to attend and remain in education until turning 16 years old. In this context, suppliers are expected to cooperate fully with national authorities and/or other local stakeholders supporting such a transition.
- If child labour is used or identified, suppliers must provide minimum wage payment to the child from the moment of detection until she/he turns 16 years old. Payment should be made on a monthly basis, not in one lump sum. A health screen prior to departure is also required, as well as compensation for transportation and accommodation for a child's relatives to take her/him back home. If the child is willing to attend lessons, suppliers must bear the school fees until completion of school year after the child becomes 16 years old, at which point the former child worker should be given the opportunity to be re-employed.
- Where young workers have been employed in hazardous forms of work and/or at a hazardous workplace, suppliers must check their health and offer them employment in non-hazardous work and/or at a non-hazardous workplace.

2.1.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.
- C&A reserves the right to treat any violation of the Code of Conduct on child labour or of the requirements in this Section as a zero-tolerance issue.

2.2 Equity, inclusion and freedom from discrimination

2.2.1 What do we base our expectations on?

ILO Equal Remuneration Convention, 1951 (No. 100)
 ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
 ILO Vocational Rehabilitation and Employment (Disabled Persons) Convention, 1983 (No. 159)
 ILO Equal Remuneration Recommendation, 1951 (No. 90)
 ILO Discrimination (Employment and Occupation) Recommendation, 1958 (No. 111)
 ILO Vocational Rehabilitation and Employment (Disabled Persons) Recommendation, 1983 (No. 168)
 ILO Maternity Protection Convention, 2000 (No. 183)
 ILO Maternity Protection Recommendation, 2000 (No. 191)
 International Covenant on Economic Social and Cultural Rights

2.2.2 What does our Code of Conduct say?

- Suppliers and business partners must recruit, hire, place, train, compensate and advance people only based on their performance, skills, experience and the position requirements.
- Suppliers and business partners must not engage in, support or tolerate any forms of direct or indirect discrimination in employment, including recruitment, hiring, placing, training, working conditions, job assignments, compensation, promotions, discipline, termination and retirement, on the basis of age, disability, gender identity, sexual orientation, ethnicity, race, nationality, religion, socio-economic background, caste, marital or family status, pregnancy, union membership, political opinion or any other dimension of identity and its intersections. A commitment to non-discrimination should be explicitly included in the supplier's or business partner's human rights policy, workforce standards or equivalent.
- We expect our suppliers and business partners to commit to equity and inclusion and take appropriate measures to ensure the implementation of the commitments. We give preference to suppliers and business partners who are showing their commitment with advanced practices and suppliers and business partners run by women and under-represented groups.
- Suppliers and business partners must provide pregnant and nursing women with paid maternity leave and special protections against safety and health risks for pregnant and nursing women, in line with applicable legal requirements.
- Where legally required, suppliers and business partners must offer professional child care facilities for workers and employees. Beyond legal requirements, C&A encourages them to offer child care facilities and parental leave where feasible.

2.2.3 What do we mean by that?

Recruitment, promotion and dismissal

- Suppliers must have a policy that includes an equal employment opportunity clause to confirm a worker's right to be hired, promoted and dismissed based on objective criteria for performance, skills, experience and position requirements.
- Suppliers must not use medical examinations of workers or potential future workers, unless this is for health and safety reasons required by law. In any case, workers who become ill or injured must not be dismissed.
- Suppliers must make sure that hiring notices or job ads do not specify discriminatory factors mentioned in the Code of Conduct or other dimensions of identity and its intersections.

Compensation

- Suppliers must have a commitment to equal pay for equal work between people of all genders and across all identities.

Maternity protection

- Suppliers must not question prospective workers about their pregnancy status and pregnancy tests must not be requested before hiring as a precondition to employment or at any time during the employment, unless legally required with a view to protect the health or life of a pregnant worker and her child. Requiring contraceptives or other forms of birth control is prohibited. Suppliers must not terminate the employment of a pregnant or nursing worker, except for reasons unrelated to the pregnancy or birth of the child.
- Suppliers must provide maternity leave for a duration as specified by applicable local law. The period of maternity leave must be counted as continued service and be paid at least in accordance with local law. Suppliers must provide the woman an equivalent position at the end of her maternity leave. A reduction in wages or pay for workers who return after maternity leave is prohibited.

Other forms of discrimination

- Suppliers must not prohibit religious observance, prayer breaks and religious holidays.
- We expect suppliers to ensure a hate-free, safe working environment for lesbian, gay, bi, trans and intersex people and prevent discrimination in the treatment of harassment or other abuses against LGBTI+ people.

2.2.4 Requirements for ensuring adherence

Policies and documentation

- Suppliers must have a non-discrimination policy, which must be communicated to all workers. The policy must be effectively implemented, with a transparent administrative system and evidence of compliance to show the policy is actively enforced.

Training

- Suppliers must provide training on diversity and awareness of equal employment opportunities to supervisors, senior management and all staff involved in recruitment, promotion and other employment decisions.

Progressing beyond compliance

- Suppliers are encouraged to offer professional child care facilities to workers, even if not required by applicable law or regulations.

2.2.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.

2.3 Forced labour

2.3.1 What do we base our expectations on?

ILO Forced Labour Convention, 1930 (No. 29)

Protocol 11 of 2014 to the ILO Forced Labour Convention, 1930 (No. 29)

ILO Abolition of Forced Labour Convention, 1957 (No. 105)

2.3.2 What does our Code of Conduct say?

- Workers must do their work on a voluntary basis, which means that all forms of forced labour, including bonded, indentured and prison labour or other situations of labour done under threat of any penalty, sanction or political coercion, are prohibited.
- Suppliers and business partners must not infringe upon the free choice of employment. In any case, they must not require deposits, retaining identity documents or withholding wages. Recruitment fees must be borne by the supplier or business partner.
- Where third parties are used for the employment of workers, suppliers and business partners must ensure that these third parties adhere to the requirements stipulated in C&A's Code of Conduct as well as C&A policy on forced labour and the guidance on migrant labour contained in the Supporting Guidelines to the Code of Conduct.
- Freedom of movement must be respected, including regarding accommodation provided by the employer.
- Suppliers and business partners must allow workers to terminate their employment contract after reasonable notice.

2.2.3 What do we mean by that?

Freedom of employment

- C&A does not permit the use of prison and/or detained labour in any form.
- Suppliers must not adopt any recruitment or employment practices that use bonded labour, including wage deductions as a repayment of a bond or payment to a third party.
- Suppliers must not force workers to work against their will, ability or in a manner outside the provisions of the labour contract. This includes working overtime when there is a clear pressure to do so, such as withholding wages, paying base salary under minimum wage or forms of direct or indirect penalties or disciplinary measures.
- Suppliers must ensure that employment contracts are lawful, in workers' native languages and do not contain provisions that prevent workers from terminating his/her employment, subject to a reasonable notice period stipulated by local law or as per industry best practice.
- Suppliers must pay all wages fully and promptly and not employ tactics to prevent workers from leaving at will, such as withholding salary as a "year-end bonus" or charging a penalty when workers terminate their contract.
- Suppliers and their labour brokers must not restrict the freedom of employment of workers by controlling original identity papers (passports, work permits, etc.), imposing financial coercion that might deprive workers of their financial freedom (recruitment fees, unfair employee loans, credit, etc.) and lodging monetary deposits (training fees, personal protective equipment fees, uniform fees, working tools fees, etc.). As a matter of clarity, recruitment fees must never be borne by the worker but must always be paid by the employer.
- Where suppliers have written consent from a worker to hold their documents, they must return the documents immediately to the worker upon request. Otherwise, suppliers must only maintain photocopies of workers' IDs for employment records.

Freedom of movement

- Suppliers must allow workers to have free access to toilets, water and breaks without any disadvantage, disciplinary action, discrimination or termination.
- Suppliers must allow workers to leave the workplace either at the end of their shift or under extenuating circumstances, such as personal or family emergencies or illness, without fear of disciplinary action, discrimination or termination.
- Suppliers must not set production targets that practically require workers to do overtime to reach the respective minimum or agreed wage, whichever is applicable.
- Where suppliers provide transportation, it must be available at the end of the normal work day or shift so that workers who choose not to perform overtime can leave the facility.

2.3.4 Requirements for ensuring adherence

- Suppliers must have a written policy that prohibits forced, bonded, indentured and prison labour.
- An effective policy against forced labour addresses specific issues such as recruitment fees, wage advances and employee loans, the withholding of wages, freedom of movement and possibility to leave the premises freely (e.g. if a curfew is in use), site and dormitory security, overtime, the right to terminate employment and document retention. The policy must be effectively communicated and implemented.

2.3.5 Consequences of non-compliance

- C&A pursues a zero-tolerance policy towards forced labour, slavery and human trafficking. C&A will not tolerate, support, engage in or condone any form of forced labour, migrant forced labour, modern slavery or human trafficking throughout any production stage within C&A's supply chain. C&A reserves the right to apply strict sanctions, including the disengagement from any business relationship and existing orders with all suppliers and supply chain partners that are culpably involved in any forced labour practice, regardless of whether forced labour has been used for production for C&A or other customers. A detailed list of consequences is specified in C&A's [Forced Labour Policy](#).

2.4 Freedom of association

2.4.1 What do we base our expectations on?

ILO Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)

ILO Right to Organise and Collective Bargaining Convention, 1949 (No. 98)

ILO Workers' Representatives Convention, 1971 (No. 135)

ILO Workers' Representatives Recommendation, 1971 (No. 143)

ILO Collective Bargaining Convention, 1981 (No. 154)

2.4.2 What does our Code of Conduct say?

- Suppliers and business partners must adopt an open and collaborative attitude towards worker representation and allow workers to form or join trade unions of their own choosing.
- Suppliers and business partners must give worker representatives access to the workplace to carry out their representative functions.
- Suppliers and business partners must not discriminate against workers who join a trade union or participate in trade union activities, and they must not threaten, discipline, punish or fire workers exercising this right, or offer them remuneration for not exercising this right.
- Suppliers and business partners must abstain from any direct employer involvement in worker representation. Employer-dominated worker representation will not be accepted.
- Where the right to freedom of association and collective bargaining is restricted by law, suppliers and business partners must facilitate, not hinder, workers to establish alternative forms of workers representation and negotiation.
- Suppliers and business partners must implement effective grievance mechanisms to resolve internal collective grievances. Individual grievances must be handled by effective operational-level grievance mechanisms as described in Section 6 below.
- Workers have the right to collective bargaining, and suppliers and business partners shall negotiate in good faith. If a collective bargaining agreement exists, suppliers must comply with all contractual provisions.
- Suppliers and business partners must respect all locally applicable regulations on industrial relations.
- Suppliers and business partners must ensure that security personnel employed to protect the premises of the production unit or business, either directly or as third party, does not interfere with the rights of workers and trade unions under this Section.

2.4.3 What do we mean by that?

- Workers have the right to be collectively represented by workers' representatives elected or selected by themselves, or when appropriate, elected by their trade union.
- Suppliers must not discriminate against worker representatives and must provide them with regular access to company management in order to address grievances and other issues.
- Suppliers must not prohibit trade union representatives from interacting with workers.
- Suppliers should always seek to maintain a mature social dialogue by which working conditions are openly and honestly discussed between management and the workers.

2.4.4 Requirements for ensuring adherence

- Suppliers must have a policy and procedures on freedom of association and ensure workers are well educated and understand their rights on freedom of association.
- Suppliers must train managers and supervisors on respect for freedom of association and the rights to collective bargaining.
- There is a forum for dialogue between management and workers' representatives.
- For merchandise suppliers in specific countries, C&A may communicate more specific expectations, resulting from engagement of C&A with Global Union Federations.

2.4.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.

2.5 Respectful treatment and freedom from harassment and abuse, including gender-based violence

2.5.1 What do we base our expectations on?

ILO Violence and Harassment Convention, 2019 (No. 190)
ILO Termination of Employment Convention, 1982 (No. 158)

2.5.2 What does our Code of Conduct say?

- Suppliers and business partners must treat all workers and employees with dignity and respect. Suppliers and business partners shall not engage in or tolerate bullying, harassment, intimidation, violence, corporal punishment or abuse of any kind. As a matter of clarity, this includes a strict prohibition of any kind of gender-based violence or harassment.
- Suppliers and business partners will treat all incidents of disrespectful treatment, harassment or violence seriously and promptly investigate all allegations thereof.
- Suppliers and business partners will offer legal guidance to victims of any forms of sexual harassment or sexual violence that are criminal offences under the law.
- When regulating workplace conduct, suppliers and business partners must establish written disciplinary procedures, explain them in clear terms to their workers and keep a record of all disciplinary actions.
- Suppliers and business partners must make sure that disciplinary measures are proportionate and do not include physical or mental punishment.
- Suppliers and business partners must ensure that security personnel employed to protect the premises of the production unit or business, either directly or as third party, adhere to the same standards of the decent treatment of workers.

2.5.3 What do we mean by that?

Definitions & examples

- Workers and employees are entitled to a safe environment, free from violence and harassment. The range of unacceptable behaviours, practices, and threats thereof includes any occurrence, whether single or repeated, that aims at, results in or is likely to result in physical, psychological, sexual or economic harm. This explicitly includes violence and harassment directed at persons because of their gender or affecting persons of a particular gender disproportionately and includes sexual harassment.
- Suppliers must not engage in or tolerate any forms of unacceptable behaviour, including but not limited to:
 - Physical harassment & violence, meaning the use or threatened use of acts of directed at harming the bodily integrity of another person. Examples include slapping, pushing, shoving or any other form of physical assault.
 - Verbal harassment & violence, meaning shouting, threatening or using humiliating words towards a worker or employee and threatening explicitly or implicitly to withhold a worker's or employee's wages, benefits and access to food and opportunities for advancement and employment. Examples include threats to harm a worker physically or psychologically, bullying, spreading rumours on sexual orientation or religion, isolating a worker or employee at work and intimidation via social media.
 - Sexual harassment & violence, meaning unwelcome sexual advances, requests for sexual favours and/or other verbal or physical conduct of a sexual nature. Examples include requiring any form of sexual favour in exchange for beneficial treatment in employment or as a condition of maintaining employment, touching or gesturing towards workers or employees in any way that could be considered to have sexual implications, making inappropriate sexual comments or advances to workers or employees and sharing sexually explicit pictures or graphics.
 - Mental harassment & violence, meaning the use of words or actions to harm the self-esteem of a worker or an employee. Examples include behaviour that is reasonably understood by the worker or employee to be demeaning, be it insulting language, offensive jokes or insults about appearance, race, sexual orientation or religion.

This behaviour can potentially occur in a broad range of work-related situations beyond the direct workplace, including places where workers or employees can take a rest, sanitary places, work-related trips, work related communication facilitated by technological communication technologies, employer provided accommodation or work-related transportation.

Disciplinary action and respectful treatment

- For disciplinary purposes, suppliers must not use harsh punishment, abusive behaviour, fines or monetary deduction or the withdrawal of basic physical comforts that are provided to other workers.
- Suppliers are encouraged to use methods that fully respect workers' basic rights and dignity. A progressive course of action, beginning with verbal or written warnings, shall be used before more serious disciplinary action is taken.
- To guarantee the fairness and effectiveness of the disciplinary procedures, suppliers must set up grievance procedures. When disciplinary action is taken, suppliers must give the workers access to the details of the allegations (or infractions) and have the right to respond to and/or appeal any disciplinary decisions without any repercussions.
- Suppliers must establish and communicate policies and procedures on acceptable and unacceptable disciplinary practices.
- Suppliers should apply disciplinary measures consistently and fairly among all personnel

Reporting and grievances

- We encourage suppliers to offer counsellor support to victims, including gender-responsive support for sexual harassment.
- Managers who receive (sexual) harassment complaints are obliged to immediately report such behaviours to the appropriate grievance mechanism channel.
- Suppliers should allow workers to remove themselves from a work situation that they have reasonable justification to believe presents an imminent and serious danger to life, health or safety due to violence and harassment, without suffering retaliation.

2.5.4 Requirements for ensuring adherence

- Suppliers must adopt, in consultation with workers and their representatives, written policies and effective procedures that clearly state that any type of violence, harassment or abuse is not allowed. The policies must work to prevent acts of abuse, discipline and harassment in the workplace and must be effectively communicated to all staff and workers during orientation, including when policies are implemented or updated.
- Suppliers must document all disciplinary policies, procedures and actions, including, but not limited to, the nature and specifics of any alleged infraction, the worker's response or appeals, the opinion of the trade union or worker committee representatives, the final decision and the action (to be) taken. Disciplinary policies and procedures must be communicated to all workers and subcontractors.
- Suppliers will identify hazards, assess risks and take adequate steps to prevent any behaviour prohibited in this Section from occurring. They will provide regular training to workers, managers and supervisors on implementing the policy (how to report cases, handle complaints and ensure confidentiality) and on recognising unacceptable behaviour and the risks thereof. This training must include direction on how to enforce disciplinary rules fairly.

2.5.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.
- C&A reserves the right to treat serious cases of physical/sexual/verbal/mental abuse as a zero-tolerance issue.

2.6 Health & safety

2.6.1 What do we base our expectations on?

ILO Occupational Safety and Health Convention, 1981 (No. 155)

ILO Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187)

ILO Occupational Safety and Health Recommendation, 1981 (No. 164)

ILO Chemicals Convention, 1990 (No. 170)

2.6.2 What does our Code of Conduct say?

- Suppliers and business partners must provide a safe and hygienic place to work, with sufficient light, heating and ventilation.
- Suppliers and business partners must take precautions to prevent accidents and injury to health from occurring in the course of work. This includes ensuring safe handling and storage of chemicals, the safety of machinery and equipment, including, for instance, boilers, elevators and cargo lifts, electrical safety, the safety, strength and stability of buildings, including residential facilities where provided, and by providing adequate safeguards against fire.
- Suppliers and business partners must provide workers with regular health & safety training, including first aid training, fire safety training, training in waste management and the handling of chemicals and other dangerous materials.
- Workers must be free to refuse tasks or remove themselves from work situations that the worker believes to present an imminent and serious danger to life or health without fear of disciplinary action, discrimination or termination.
- Suppliers and business partners must provide access to clean toilet facilities, in sufficient number and separated by gender, to potable water and, if applicable, sanitary facilities for food preparation and storage.
- Where provided, living and dormitory places must meet the same requirements.

2.6.3 What do we mean by that?

- Temperature and ventilation, lighting and noise levels must be kept in line with applicable legal requirements.
- The workplace must be kept clean and tidy. Applicable legal requirements for sanitation and waste disposal must be adhered to.
- Suppliers must ensure that workers can access clean and sanitised toilets in sufficient number and as prescribed in applicable law or regulation at any time. The toilets must be separated by gender.
- Suppliers must ensure that workers have access to potable water at any time, in line with applicable legal requirements.
- If the supplier offers facilities for food preparation and storage, these must be kept clean, tidy and accessible, in line with applicable legal requirements.
- With a view to prevent accidents or injury to health, suppliers must take reasonable, practicable and feasible measures to ensure that hazards relating to the following areas of potential risk are eliminated or, if that is not possible, controlled, meaning that at least all applicable legal requirements are adhered to:
 - a) the handling and storage of chemicals, including respective requirements on inventories, labelling and disposal,
 - b) machinery and equipment, including keeping respective permits and licences up to date, ensuring maintenance as required (in any case, sandblasting processes are prohibited, boilers and generators must be kept isolated from production areas and elevators and cargo lifts must be maintained and operated without risk to life or limb),
 - c) electrical safety, including the installation and maintenance of all electrical panels and wiring and

electrical equipment, the observance of all required protections for high voltage areas and electric emergency systems,

- d) the safety, stability and strength of buildings, including keeping building, construction and structural safety permits and certificates up to date, keeping the structure and use of the building aligned with the approved building plan, and ensuring all doors, exits, emergency exits and stairs are in line with legal requirements (as a general rule, C&A does not accept suppliers that operate in non-industrial or multi-tenancy buildings that do not meet criteria defined by C&A),
- e) fire safety, including keeping fire licences up to date and installing and maintaining all required fire fighting equipment and fire detection and alarm systems.

These measures to prevent accidents or injury to health shall include

- emergency response plans that are updated regularly,
 - all necessary general and specific trainings to workers, including training on first aid and fire safety as well as safe waste disposal and the safe storage and handling of chemicals,
 - and the provision of personal protective gear as required.
- In case of severe and imminent danger that cannot be isolated, these measures shall include the immediate evacuation of the facility until the building safe again for occupancy.
 - Any case of work-related accident or disease must be recorded and handled in accordance with applicable legal requirements.
 - Suppliers must ensure compliance with all applicable legal requirements for first aid and checking the health of workers.
 - Suppliers must respect that workers are free to remove themselves from work situations that the worker believes present an imminent and serious danger to life or health. Attaching any negative consequence to such cases is prohibited, including retaliation, discrimination, termination or threats thereof. Workers shall be encouraged to report workplace-related accidents.
 - C&A expects that suppliers apply the same standard for safety and health at living and dormitory places, if such are provided to workers.

2.6.4 Requirements for ensuring adherence

- Suppliers must establish and implement an occupational safety and health (OSH) management system that ensures compliance and continuous improvement with regard to the health and safety issues mentioned in this Code of Conduct and applicable legislation.
- The OSH management system shall include a general occupational safety and health policy and written programs and arrangements for its implementation, including specified responsibilities exercised by qualified staff under these arrangements. This information must be clearly communicated to the workers by oral, written or other suitable means, commensurate with the ability of the workers.
- Suppliers must establish occupational safety and health committees in accordance with legal requirements and shall involve them on a continuous basis to ensure cooperation between workers and management as part of the OSH management system.
- The OSH management system shall include a regular assessment of hazards and associated risks to occupational safety and health, in cooperation with safety and health committees and/or their representatives, with a view to adopt or review the effectiveness of measures to ensure that hazards mentioned in applicable legislation or this Code of Conduct are eliminated or, if that is not possible, controlled. Where necessary, the respective technical or engineering expertise shall be consulted.
- The supplier's OSH management should ensure
 - the regular surveillance of the working environment and appropriate health surveillance,
 - adequate and competent supervision of work and work practices,
 - the application and use of appropriate control measures,

- the provision of information, instruction and training to managers, supervisors, workers and worker safety and health representatives on issues relating to hazards at their workplace,
 - measures to deal with emergencies and accidents, including first-aid arrangements where necessary and
 - the investigation of occupational accidents, diseases and dangerous occurrences, in cooperation with safety and health committees and/or workers' representatives, to identify all causes and measures necessary to prevent the recurrence of similar occupational accidents, diseases and incidents.
- Whenever C&A participates in an initiative for the health and safety of workers in its supply chain, it expects the full cooperation of suppliers

2.6.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.
- C&A reserves the right to treat the following cases of non-compliance as a zero-tolerance issue:
 - the use of sandblasting processes not isolated from production areas,
 - the use of industrial generators and boilers not isolated from production areas,
 - missing, incomplete or expired building or fire licences, unless there is a valid third inspection from nominated companies,
 - structure and use of the production building not being aligned with the approved building plan, where this results in a high risk for workers, and
 - production in multi-tenancy buildings that does not meet criteria defined by C&A.

2.7 Protecting the vulnerable

2.7.1 What do we base our expectations on?

ILO Home Work Convention, 1996 (No. 177)
 ILO Migration for Employment Convention (Revised), 1949 (No. 97)
 ILO Migration for Employment Recommendation (Revised), 1949 (No. 86)
 ILO Migrant Workers (Supplementary Provisions) Convention, 1975 (No. 143)
 ILO Migrant Workers Recommendation, 1975 (No. 151)
 ILO Private Employment Agencies Convention, 1997 (No. 181)
 OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector

2.7.2 What does our Code of Conduct say?

- Suppliers and business partners must give special consideration to the rights of those most vulnerable to abusive labour practices, such as women, home workers, agency workers, temporary workers, migrant workers and indigenous people or ethnic minorities. Suppliers and business partners must regularly identify the vulnerable groups in their own operations and in their supply chain and prevent, mitigate and remediate risks for these vulnerable groups.
- We expect suppliers to adhere to the specific, additional requirements for the protection of home workers and migrant labour contained in the Supporting Guidelines. C&A reserves the right to adopt guidelines to specify expectations towards suppliers and business partners on how to protect specific vulnerable groups of workers.

2.7.3 Use of home workers (previous C&A Guidelines on the use of home workers)

Home workers are home-based subcontracted or home-based dependent workers working for an employer, intermediary or subcontractor for a piece rate.

C&A realises many fashion styles require extensive handwork (embellishments like sequences, beadings, rhinestones, fringes, hand embroideries or final trimming), and that a production unit may not have the internal capacity readily available. The issue at stake is that the conditions that have been found to exist in various very small workshops used to fulfil the fashion demand are unacceptable, with the suspected use of child labour, underpayment of wages, unrealistic piece-rate calculation, unreasonable wage deductions and unsafe working conditions.

To help minimise potential risks associated with home workers in the supply chain and promote full transparency, C&A has adopted the following guidelines. The guidelines have been based on the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector, in particular its Module on Responsible Sourcing from Homeworkers, and the ILO Home Work Convention, 1996 (No. 177). Suppliers¹ must adhere to these guidelines and arrange these activities in (an) organised and visible location(s).

We advise the following production options in order of preference:

1. Avoid the use of home workers and place the order at an actively listed production unit.
2.
 - a) Monitor the use of home workers by arranging that home-based workers work at a Dedicated Centre / Checking Centre, which must be registered with C&A and assessed by C&A's Sustainable Supply Chain team.
 - b) Cooperate fully with local civil society partners designated by C&A and enable them to have access to all documents and information necessary to fulfil their monitoring role and support function for home workers, as specified in respective project documents. C&A will decide at its sole discretion which civil society partners in which production countries it considers trustworthy, capable and sufficiently trusted by homeworkers to fulfil a monitoring and supporting role.

¹ C&A Brazil's domestic suppliers are not permitted to use home workers.

Ensuring adherence

- Suppliers must have a home worker policy. Suppliers must not employ home workers where this is not required or where suitable alternatives are available. When such activities are required, suppliers must declare the need for outsourcing the production process and provide information regarding the production process, home workers' location, the number of home workers at the location and the contractors and subcontractors involved. Respective details are required to be disclosed to C&A as soon as orders are confirmed/placed.
- Suppliers or production units seeking to rely on intermediaries/contractors for subcontracting to home workers must have a pre-qualification system in place that monitors the compliance of these intermediaries within national laws. Records of respective monitoring efforts must be made available to C&A.
- Contracts with home workers should clearly specify the terms and conditions of the relationship and be available to C&A or designated third party representatives, upon request. The terms and conditions of contracts must provide equal access to health insurance and social security benefits commensurate with workers in regular employment.
- Each home worker must sign a self-declaration/agreement in the local language that no person under the age of 16 years will do the work being outsourced. The same age-verification processes used for regular workers must be applied to each home worker.
- Home workers are usually paid by piece rate. Suppliers must have a process to demonstrate that the piece-rate payments are at least equivalent to the legal minimum wage. Where there is no minimum wage defined for home work, the rates should be equivalent to the minimum wage defined for a factory worker doing the same task. A piece-rate calculation per order, based on average productivity, needs to be defined and made available to workers and C&A.
- Individual payment records of home workers must be maintained and available. Details of deduction from payment, if any (e.g., rework needed, missed lead time), must be clearly recorded.
- Home workers shall be able to keep records of work performed, material provided, payment received and date of payment, ideally based on a log book. The information recorded by home workers must be signed/confirmed by the contractor.
- The Dedicated Centre should maintain payment records, including the payment of health insurance and social security benefits, where applicable, time cards, production records, home workers' family details, rework records and other documents, as required.
- Suppliers / the production unit as well as their contractors must respect the right to freedom of association and the collective bargaining of home workers.
- The supplier / production unit outsourcing production processes to home workers is responsible for ensuring that a safe and hygienic work environment is provided at all times at the Dedicated Centre.
- C&A strongly advises suppliers / production units to interact with other stakeholders, such as NGOs/ trade unions and voluntary & community organisations, that are active with home workers in the area, to assess risks posed for home workers. In addition, they are advised to carry out their own research before distributing work to contractors / home workers.
- The supplier / production unit shall arrange an internal working group with a senior level associate to review systems and to monitor the process during production to ensure that no work is outsourced to undisclosed contractors / home workers and that the approved contractors / home workers adhere to these guidelines.
- On-site visit reports of dedicated home workers shall be shared with C&A. Copies of such reports shall be available for review by C&A or designated third-party representatives during an audit or assessment.

2.7.4 Migrant labour (previous C&A migrant labour guideline)

This guideline defines migrant labour as follows:

- a person who is engaged in a remunerated activity in a country of which he or she is not a national,
- refugees and displaced persons in so far as they are workers employed outside their home country,
- or a person who is engaged in a remunerated activity in a federal state of a country in which he or she does not reside permanently and for that reason is in a similarly vulnerable position as international migrants (domestic migrant worker).

The reasons why domestic and foreign migrant workers usually are in a more vulnerable position are due to:

- limited local network and knowledge of or right to access to support, social protection and remediation systems, including the judicial system,
- language limitations,
- limited knowledge of their rights,
- access to jobs often depending on recruitment agencies and
- increased dependency on their employer.

Improper employment practices for migrant workers can lead to unsafe and unacceptable working conditions ranging from wage discrimination, poor working conditions, lack of access to social protection and abusive recruitment practices to bonded or forced labour and trafficking. At C&A, we believe that protecting labour rights and promoting safe and secure working environments for all workers, including migrant workers, is important for safeguarding their dignity and rights. We acknowledge that monitoring and improving employment practices and working conditions for migrant workers can be challenging. We are fully committed to co-operating with our suppliers in order to address migrant labour risks in workplaces.

This guideline outlines the responsibility of our suppliers and their production units. They shall meet fundamental principles for the employment of migrant workers as outlined in the ILO Conventions and Recommendations mentioned above and comply with local labour laws and our Code of Conduct. C&A expects its suppliers and production units to show the utmost care and attention to all associated compliance risks before, during and after a migrant worker is settled in his/her new workplace.

Process

The migrant labour employment process often starts with an employment agency that manages the employment process on behalf of a contracted company willing to employ labour from outside the home country. In this context, suppliers that employ migrant workers must ensure that migrants are not hired through fraudulent recruitment practices. In some cases, production units engage directly with potential migrant workers through individuals, e.g. an experienced senior worker.

Pre-employment

- The supplier shall only work with reputable and legally registered employment agencies.
- The supplier shall have a written contract with the employment agency explicitly pointing out that no fees shall be paid by the worker to the agency or any other person/organisation.
- The contract between the supplier and the employment agency shall explicitly outline all other details related to hiring practices and service provided.
- The employment agency must disclose any potential use of subcontractors or sub-agents.
- The supplier must share a copy of their own Code of Conduct (where available) and of the C&A Code of Conduct with the agency.
- The supplier shall assess whether the employment agency complies with all requirements set out herein.

- The employment contract shall be signed between both parties before migrant workers leave their home country to the final workplace destination.
- The supplier shall ensure that the employment contract is in the native language of migrant workers.
- The employment contract shall be signed directly between the supplier/factory and the migrant workers.
- In case a migrant worker is illiterate, the supplier shall ensure workers' rights, working conditions, living conditions and all other obligations are clearly explained to him/her in his/her native language.

Employment

- It is unacceptable to employ migrant workers who do not possess relevant legal permission to work in the country.
- It is the supplier's responsibility to compensate all associated costs for the employment of the migrant worker, including but not limited to employment fee, renewal fee, travel and any other associated costs (excluding the issuing of a passport).
- It is unacceptable to request a deposit pay for employment. The suppliers must have control measures in place to ensure that no such fees or deposits are imposed on migrant workers.
- The supplier shall not ask for reimbursement from the workers or charge back any cost of employment to the workers.
- It is unacceptable to impose any additional requirements on the workers once the employment contract is signed, unless explicitly required by law.

Details of the employment contract

- Terms and conditions of employment for migrant workers shall be the same as for local workers. In addition, the employment contract shall specify all benefits for means of transportation from home country to host country and back.

Management systems

- The production unit shall communicate all health & safety requirements in the factory as well as policies and procedures to the migrant workers in a language they can understand. Notice board notifications and warning signs shall be translated into the native language of migrant workers.
- The production unit shall keep records of the migrant workers' personnel files, working and payment records, unless it is restricted by law (e.g. due to data protection and privacy). Even under such circumstances, the production unit shall provide full access to these documents for review by the C&A SSC team within a reasonable timeframe.
- The supplier must maintain a translated copy of the original labour contract by a certified translator.
- The production unit shall pay at least the legal minimum wage set to all workers in the operating country. Workers shall have full control over the wages they earn.
- The production unit shall provide all wages and benefits directly to the migrant workers and not to any other third party or intermediary. Provided payslips shall be clear and understandable for the migrant workers. If wages are set as piece rate, the production unit shall explain the calculation to the workers.
- The production unit shall identify a staff member on-site who can communicate fluently with the migrant workers. Worker representatives in the production unit need to ensure the migrant workers' specific issues are handled and communicated with management.
- In the case of labour contract termination, the migrant worker shall be paid according to the terms in his/her contract, including the return trip to the home country.

2.8 Regular employment

2.8.1 What do we base our expectations on?

ILO Termination of Employment Convention, 1982 (No. 158)

ILO Part-Time Work Convention, 1994 (No. 175)

ILO Termination of Employment Recommendation, 1982 (No. 166)

2.8.2 What does our Code of Conduct say?

- Suppliers and business partners must engage with workers on the basis of a recognised employment relationship established through national law and practice.
- Suppliers and business partners must not try to avoid obligations to workers under labour or social security laws through the use of labour-only contracting, subcontracting, home working arrangements, employment of migrant labour, use of fixed-term contracts or probationary periods or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.
- Contract termination must be fair, transparent and clearly communicated to workers in accordance with legal requirements on prior notice, the worker's opportunity to defend, reasons for termination and the payment of outstanding wages and benefits.

2.8.3 What do we mean by that?

Employment contracts

- Suppliers must sign a written employment contract which includes all legally required provisions. The contract must be signed within one month after the date the worker starts employment.
- The employment contract shall specify
 - the name of employee,
 - his/her date of birth,
 - his/her passport details,
 - the job description,
 - the agreed-upon wage,
 - overtime rates,
 - bonuses or allowances,
 - all entitled legal deductions,
 - all holiday and rest benefits,
 - detailed descriptions of living (dormitory) conditions, allowances for meals and domestic transportation (where applicable),
 - conditions of termination and
 - any other relevant law-abiding requirements and additional benefits.
- Both the supplier and the worker must sign the contract. Suppliers must provide a copy of the contract to the worker in his/her native language and ensure that workers understand the terms and conditions.

Apprenticeships

- C&A supports the development of legitimate apprenticeship programmes that are regulated by law for the education and benefit of young people, provided that:
 - workers are not categorised as an apprentice beyond what is legally required,
 - workers are guaranteed at least legal minimum wage and
 - workers are not being exploited or given jobs that are dangerous to their health and safety.

Probationary periods

- Suppliers must not employ workers under training agreements. New recruits must be hired as probationary workers.
- Suppliers must not use probationary period that exceeds legal limits. A worker shall have no more than one probationary period, unless permissible by law.
- Suppliers must not pay probationary workers less than the lowest wage paid for the equivalent job within the workplace, or less than the wage agreed upon in the contract or lower than the minimum wage.

2.8.4 Requirements for ensuring adherence

- Suppliers must provide evidence that apprenticeships are in full accordance with the requirements defined by law.
- Suppliers must adopt and implement a policy which defines
 - when workers will be hired with a fixed term mentioning the maximum time for working under fixed term contracts,
 - details on probationary work, including duration of probation time and remuneration,
 - details on apprenticeships, including duration, remuneration, protective health and safety measures, skills to be developed and
 - applicable benefits, including social security benefits, for different workers.

2.8.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.

2.9 Wages

2.9.1 What do we base our expectations on?

International Covenant on Economic Social and Cultural Rights and the Universal Declaration on Human Rights
 ILO Minimum Wage Fixing Convention, 1970 (No. 131)
 ILO Minimum Wage Fixing Recommendation, 1970 (No. 135)
 ILO Minimum Wage-Fixing Machinery Convention, 1928 (No. 26)
 ILO Protection of Wages Convention, 1949 (No. 95)
 ILO Termination of Employment Convention, 1982 (No. 158)
 Termination of Employment Recommendation, 1982 (No. 166)
 ILO Hours of Work (Industry) Convention, 1919 (No. 1)

2.9.2 What does our Code of Conduct say?

- Suppliers and business partners must compensate workers by paying wages, overtime pay, benefits and paid leave that meet or exceed legal minimum and/or industry benchmark standards or have been determined by collective bargaining agreements, whichever is higher. Benefits include social security benefits in accordance with applicable law and severance payments or other benefits payable according to applicable law at the end of their employment.
- Suppliers and business partners must compensate workers for all overtime at a premium rate, not less than 125% of the regular rate of pay, or higher if required by law or collective bargaining agreement. Where this is legally permitted and workers agree to it, overtime may be compensated by granting an equal amount of time-off.
- Wages and compensation must be paid regularly, on time and in the form of the local or the stipulated currency in accordance with the law. Wages and compensation in the standard working week, i.e. without overtime, must be sufficient to meet basic needs and provide some discretionary income for workers and their families (adequate wage).
- Suppliers and business partners must not make any deductions from wages that are not provided for by national law or as a disciplinary measure.
- Suppliers and business partners must provide workers with written and understandable information about employment conditions, including wages, before the start of employment and about the details of their wages each time they are paid.
- Workers must be able to freely decide how to spend their wages.

2.9.3 What do we mean by that?

Payment of wages

- Suppliers must pay workers for all overtime hours worked, regardless of whether the supplier pays according to hours worked or piece rate, in accordance with legal requirements.
- Suppliers must ensure that when stipulated by law, adequate insurance has been taken to cover workers or their bereaved for any injuries, accidents and deaths. This is applicable for all work on site and shall, when stipulated by law, include contractors and temporary/part-time workers.

Deductions

- Suppliers must ensure that deductions, where legally allowed, are reasonable, appropriate and optional when related to services such as accommodations, transportation and food.
- Suppliers must provide items such as uniforms, equipment or special protective gear free of charge.

Informing workers

- Suppliers must provide workers with a pay slip in the local language for each pay period, detailing items such as regular working hours/days, overtime hours, piece rate wages (if applicable), gross wages, deductions and net wages. Where piece-rate is paid, the piece rate must be communicated to workers prior to the task.
- Suppliers must post the legal and company minimum wage rate or make the information available to the workers.

2.9.4 Requirements for ensuring adherence

- Suppliers must establish a written policy on wages and compensation and communicate the policy to all workers and subcontractors.
- Suppliers must maintain payroll records on site for at least 12 months.
- Suppliers must have a process to demonstrate that piece rate payments are at least equivalent to the minimum wage. Suppliers must maintain records related to the number of pieces produced and the time spent in making them. Workers must be allowed to check their records and records must be confirmed and signed by the workers.
- Suppliers must assess whether a subcontractor is financially capable of complying with requirements on wages and benefits, including overtime premiums and severance payments. Where necessary, suppliers must cooperate with subcontractors to ensure such payments to workers are made.
- C&A supports initiatives to ensure increases beyond the minimum towards an adequate wage determined by (sectoral) collective bargaining in production countries.

2.9.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.
- C&A reserves the right to treat serious violations as a zero-tolerance issue.

2.10 Working hours

2.10.1 What do we base our expectations on?

ILO Hours of Work (Industry) Convention, 1919 (No. 1)
 ILO Weekly Rest (Industry) Convention, 1921 (No. 14)
 ILO Hours of Work (Commerce and Offices) Convention, 1930 (No. 30)
 ILO Weekly Rest (Commerce and Offices) Convention, 1957 (No. 106)

2.10.2 What does our Code of Conduct say?

- Suppliers and business partners must define standard working hours by contract, at a number that is in line with national law or collective agreements and with a maximum of 48 hours per week, excluding overtime.
- Overtime shall only be used as an exception to meet short term business demands. Overtime must be voluntary and compensated.
- Working hours may not exceed 60 hours in any seven day period, except in truly exceptional or unforeseeable circumstances and if the following requirements are met:
 - it is allowed by national law,
 - it is allowed by a collective agreement, and
 - safeguards are taken to protect the health and safety of workers.

2.10.3 What do we mean by that?

Overtime hours

- Suppliers must make use of overtime work responsibly and must not rely on regular overtime to meet production demands. Suppliers should not plan normal production or work based on an anticipated level of overtime or to replace regular employment (for example instead of recruiting extra staff or establishing an extra shift).
- Overtime must be voluntary.
 - If suppliers provide transportation, it must be available at the end of the normal work day or shift so that workers who choose not to perform overtime can leave the facility.
 - If suppliers use daily production targets, they must be achievable within the standard working hours so workers do not feel pressured to work overtime in order to meet them.
 - Suppliers' internal policies must state clearly that workers are free to refuse overtime.
 - Suppliers must offer all workers opportunities to work overtime.
 - Suppliers must give sufficient notice of overtime work to workers so alternative arrangements can be made if workers are not able to perform the work.
 - Suppliers should not use disciplinary measures to force workers to work overtime.
- Workers must be compensated for regular and overtime hours in accordance with the law, while overtime must, in any case, be paid at a premium rate (not less than 125% of the regular rate of pay) or higher, if required by law. Where this is permitted by law and workers choose this option, overtime may be compensated by an equal amount of time-off.

Exceptional circumstances

- C&A conditionally accepts more than 60 hours in a week, provided suppliers comply with the following supplemental requirements:
 - suppliers can demonstrate that exceptional circumstances apply,
 - this is allowed by national law,
 - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce and
 - appropriate safeguards are taken to protect workers' health and safety (suppliers must take appropriate measures (e.g. conduct risk assessments, introduce additional breaks, provide transport home at night) to assess, mitigate and monitor workplace hazards and minimise risks of injury that are specifically related to long hours of work).

Breaks & days off

- Supplier must provide legally mandated breaks and, where no law exists, provide a minimum of 15 minutes break for every four hours.
- Suppliers must provide workers at least one day off in every seven-day period.

Time recording

- Suppliers must allow workers to punch in and out for themselves and provide workers access to their own attendance records upon request.

2.10.4 Requirements for ensuring adherence

- Suppliers must have a written policy for working hours and overtime that is in accordance with legal requirements and clearly states that all overtime must be voluntary.
- Suppliers must educate workers on the standard work week and seek their willingness to work overtime hours.
- Suppliers must communicate the policy to all workers and provide them with the legal working hours and the production unit working hours/schedules.
- For workers not interested in working overtime, suppliers must be supportive of their decision and not, in any way, force or coerce them to work overtime hours.
- Suppliers are encouraged to document workers' consent to perform overtime by appropriate means.
- Suppliers must use a reliable time recording system, whereby all regular hours, overtime hours and breaks are accurately tracked to reflect the real working hour situation.
- If a manual attendance system is used, it should meet C&A minimum requirements of detailed in and out time for all workers, including actual start times, breaks, end times, as well as sick days and leaves, with worker signatures.
- Suppliers must maintain attendance records on site for at least 12 months.
- C&A seeks to assess and adapt its own purchasing practices with a view to support suppliers in keeping overtime within the limits foreseen in this Code of Conduct.

2.10.5 Consequences of non-compliance

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain.
- C&A reserves the right to treat serious violations as a zero-tolerance issues.

2.11 Land rights

2.11.1 What do we base our expectations on?

International Covenant on Economic, Social and Cultural Rights (1966)

2.11.2 What does our Code of Conduct say?

- Suppliers and business partners must respect existing rights to land, water or forests, in particular for persons whose livelihoods depend on the use of these rights. When setting up or expanding business activities, suppliers and business partners must seek to prevent any impairment of such rights.

2.11.3 What do we mean by that?

- Existing rights to land, water or forests include customary usage rights, even if no formal title for the use of the land, water or forest has yet been awarded by local authorities, provided there is sufficient evidence of a customary right to usage.

2.11.4 Requirements for ensuring adherence

- Suppliers must show that they assess potential risks on the livelihoods of people that might depend on the usage of land, water or forest areas that the planned business activities seek to use.
- They must seek ways to prevent negative impacts and provide evidence of measures taken to prevent harm or remedy harm that occurred.

3.0 Environment

Our business relies on the natural environment and the resources it provides. This represents a responsibility which C&A takes seriously – and we expect our suppliers to do the same. We are proactive in managing the environmental performance of our suppliers and go beyond compliance wherever necessary. Depending on the location and the specific production processes of the business partner, local, national or international regulations on emissions to air, land use, biodiversity and noise or odour pollution, including other environmental aspects, may also apply in addition to the environmental aspects described in more detail here.

- Most of C&A's environmental impacts occur in our supply chain, raw materials and the manufacture of our products. Our suppliers play a key role in supporting C&A in our efforts to improve the industry.
- The requirements in this Section are built upon the central requirement of legal compliance (Section 2) and are driven by C&A's own policies and obligations to external organisations and programmes, such as the Zero Discharge of Hazardous Chemicals (ZDHC) Programme and the Sustainable Apparel Coalition (SAC).
- C&A's environmental efforts in manufacturing focus on processes with the greatest environmental impacts. These can be understood to be processes using significant quantities of energy, water and chemicals and those resulting in substantial discharges of wastewater. For more detailed requirements please refer to the Environmental Stewardship Handbook designed specifically for the in-scope supply chain partners.
- Suppliers must ensure that their production facilities, suppliers and subcontractors involved in production for C&A follow the requirements listed in this Section and our Environmental Stewardship (ES) Handbook.

3.1 Environmental management

3.1.1 What does our Code of Conduct say?

- Suppliers must identify, prevent, mitigate or remediate any environmental risks related to their business activities.
- Suppliers must assign responsibility for environmental performance to a senior management representative.
- When requested, suppliers must provide C&A with accurate environmental data within one month or an agreed-upon period of the request. This includes but is not limited to data covering, energy, water, wastewater, chemicals and air emissions.
- Suppliers must take steps to verify their data, using approved third parties if necessary, within a period specified by C&A.
- Suppliers are held responsible for the proactive and timely remediation of environmental issues and must transparently communicate details on such remediation actions with C&A.
- Suppliers must be able to evidence consideration of environmental impacts into their business decision-making.

3.1.2 What do we mean by that?

- C&A is committed to nurturing a supply chain that has the proper management procedures, checks and controls in place to manage environmental impacts.
- Competent environmental management is central to C&A's sourcing strategy. Without the adequate designation of environmental responsibilities and appropriate management systems, suppliers cannot implement the requirements of our Code of Conduct.

3.1.3 Requirements for ensuring adherence

Management systems

- Suppliers must have a formal environmental management system in place to monitor and improve the environmental performance of their production facilities.
- Suppliers must have a framework for setting, reviewing and reporting on environmental objectives and targets on an annual basis.
- When requested, suppliers must be able to evidence a management system via written policies, planning documents/tools, documented procedures, measurements and management plans.

Disclosure and verification of environmental information

- When requested, suppliers must disclose relevant data within one month, unless otherwise agreed with C&A.
- Suppliers should ensure they have conducted a risk assessment to identify and understand the environmental risks present at production units or where they maintain operational control.

Remediation and capacity building

- Suppliers should participate in environmental remediation processes undertaken by C&A in the spirit of learning and continuous improvement.
- Suppliers must inform and train workers on the environmental impacts of their production and the relevant measures to avoid or mitigate the impacts.
- Suppliers should engage in capacity building activities assigned by C&A. This includes training and awareness sessions provided by C&A and its external partners.

Suppliers in China

- Suppliers with manufacturing processes in China must adhere to C&A's Policy for Screening, Remediating and Removing Environmental Supervision Records on IPE and transparently disclose relevant environmental information to IPE and C&A upon request

3.1.4 Consequences of non-compliance

- Failure to evidence sufficient environmental management processes or provide environmental data when requested may result in the termination of contracts or the exclusion of individual production units from our supply chain.

3.2 Sustainable chemical management programme

3.2.1 What does our Code of Conduct say?

- Suppliers with “wet processes” (e.g. fabric dyeing & finishing, garment washing, tanning, printing & finishing) are subject to C&A’s sustainable chemical management programme. Such suppliers must collaborate with C&A in working with the Zero Discharge of Hazardous Chemicals (ZDHC) Programme and their own chemical suppliers.

3.2.2 What do we mean by that?

- C&A follows an industry-aligned approach to follow the ZDHC framework in chemical management towards the elimination of hazardous substances from its manufacturing processes, as defined by the ZDHC [Manufacturing Restricted Substances List \(MRSL\)](#).
- C&A’s participation in the ZDHC programme aims to reduce duplication of work amongst the global apparel supply chain and is supported by C&A’s Environmental Stewardship team. Suppliers are incentivised to continuously reduce the use of hazardous chemicals in their production processes.

3.2.3 Requirements for ensuring adherence

Documentation

- Suppliers must maintain an inventory of all chemicals used and stored on-site, together with relevant and up-to-date Safety Data Sheets (SDS) in GHS format.
- The inventory must include information on the quantity of chemicals used.
- Suppliers must keep a record of all chemicals purchased and retain purchase orders for at least one year.
- Suppliers must have a policy for monitoring and controlling restricted substances and train staff on how to implement this policy.

Chemical conformance

- Suppliers must communicate [ZDHC MRSL](#) to chemical suppliers and ensure that the chemicals are compliant with [ZDHC MRSL](#).
- Suppliers must communicate [AFIRM RSL](#) to suppliers of fabrics and other materials and ensure that the fabrics and materials are compliant with [AFIRM RSL](#), as stated in the Supplier Quality Manual.
- Suppliers must assign the responsibility for chemicals management to a senior management representative.

Chemical management

- Suppliers should set targets to reduce the quantity of chemicals used wherever possible.
- Suppliers must have a process to verify assurances from chemical suppliers that their products are compliant with [ZDHC MRSL](#).
- Suppliers should have a procedure for evaluation selection & the disqualification of chemical suppliers based on the conformance of their chemicals and their own environmental performance, upon request.

3.2.4 Consequences of non-compliance

- Failure to comply with the requirements of C&A’s Sustainable Chemical Management Programme may result in the termination of contracts or the exclusion of individual production units from our supply chain.

3.3 Climate change & water stewardship

3.3.1 What does our Code of Conduct say?

- Suppliers must take responsibility for their share of greenhouse gas emissions and collaborate with C&A in addressing the climate crisis.
- Suppliers must take responsibility for the water resources used and their part in maintaining a healthy water catchment.
- Where feasible, suppliers must switch to renewable energy sources. Where this is not feasible, suppliers are expected to transition to low-carbon energy sources wherever possible.
- Where relevant, suppliers should collaborate with C&A to implement energy, water and operational efficiency interventions, including the engagement of third parties commissioned by C&A.

3.3.2 What do we mean by that?

- Suppliers share the global impacts of C&A production. Climate and water stewardship is of utmost importance and is central to C&A's sourcing strategy.
- In some cases, this stewardship may require suppliers to proactively explore the use of alternative sources of energy or make investments in equipment to ensure improved environmental performance.

3.3.3 Requirements for ensuring adherence

Climate change

- The reduction of greenhouse gas emissions should be an integral part in a supplier's environmental management system, especially regarding energy used in production.
- When requested, suppliers must set science-based emissions reduction targets in alignment with or exceeding C&A's climate targets.

Water stewardship

- Suppliers must take responsibility for the impacts of business decisions around water use on their surrounding community and ecosystem.
- When requested, suppliers must set water use targets relevant to the context of their business and water use profile.

3.3.4 Consequences of non-compliance

- Failure to comply with C&A's Climate and Water requirements may result in the termination of contracts or the exclusion of individual production units from our supply chain.

3.4 Discharges to the environment

3.4.1 What does our Code of Conduct say?

- Suppliers must measure, monitor, and minimise discharges to the local environment, including emissions to air, water and land, and take steps to limit noise pollution.
- Suppliers must ensure wastewater is treated sufficiently prior to discharge from site, in line with local and national regulations and, where applicable, ZDHC requirements.
- Suppliers must conduct wastewater tests as required to meet all national and local legal requirements and share wastewater quality data with C&A and stakeholders, when requested.
- Suppliers should seek to reduce waste through operational efficiencies and facilitate the reuse and recycling of waste where possible.
- Regulations on the transboundary movement of hazardous waste must be followed at all times.

3.4.2 What do we mean by that?

- Suppliers have a responsibility to ensure that their business does not adversely impact the local environment.

3.4.3 Requirements for ensuring adherence

Waste

- Suppliers must maintain waste documentation for the handling and/or disposing of both non-hazardous and hazardous waste, in line with local laws and/or regulations.
- Suppliers must check regularly that waste contractors have the required permits.
- Suppliers must segregate recyclable, hazardous and non-hazardous waste and provide the necessary training to relevant workers for the safe handling and storage of all types.
- Suppliers must ensure that no on-site waste burning and/or uncontrolled landfilling is undertaken.
- Suppliers should engage with suppliers and customers to identify opportunities for waste reduction through prevention, minimisation, reuse and recycling and set reasonable targets, when requested.
- Suppliers should engage with suppliers and customers to identify waste reduction opportunities in the supply chain, e.g. avoiding excessive packaging and avoiding waste through better design, when requested.

Wastewater

- Suppliers must hold all necessary wastewater discharge permits to ensure discharge conditions are met at all times where applicable.
- Suppliers must have a functioning on-site wastewater treatment, with sufficient treatment capacity or establish a connection to an off-site wastewater treatment system.
- Suppliers must have a drainage plan in place, with an understanding of the sources, contaminants and flow direction of wastewater.
- Suppliers must ensure that its wastewater and sludge (if any) are disposed of responsibly and tested in a ZDHC-accredited testing laboratory according to the requirements and test methods described in [ZDHC Wastewater Guidelines](#), whenever applicable.
- Directly discharging suppliers must comply with the foundational limits of heavy metals, anions and conventional parameters in accordance with [ZDHC Wastewater Guidelines](#).
- Suppliers must comply with the MRSL parameters in accordance with [ZDHC Wastewater Guidelines](#).

- Suppliers must disclose wastewater volume and quality data to C&A, workers and external stakeholders (e.g. the general public), upon request.
- Suppliers must communicate any soil and groundwater contamination to C&A and relevant stakeholders and ensure that appropriate remediation is performed within a reasonable timeframe.
- Suppliers must have functioning controls in place to avoid the contamination of soil and groundwater.

Air emissions

- Suppliers must understand the emissions to air (inside and surrounding their production environment), in terms of sources (point sources and fugitive emissions) and types of contaminants.
- Suppliers must have functioning controls in place to reduce emissions to air and avoid any release of pollutants to the air (inside and surrounding their production environment).
- Suppliers should set targets to manage and reduce air emissions and regularly monitor emissions to track progress, when requested.

3.4.4 Consequences of non-compliance

- Violations in discharges to the environment, of any kind, may result in the termination of contracts or the exclusion of individual production units from our supply chain.

3.5 Material-specific requirements

3.5.1 What does our Code of Conduct say?

- Suppliers of man-made cellulosic fibres (including but not limited to viscose, lyocell and modal) must conform to CanopyStyle Audit requirements to ensure the protection of endangered forests and ecosystems.
- Suppliers must collaborate with C&A to ensure that their purchasing decisions do not contribute to deforestation or any adverse impact on vulnerable ecosystems or endangered species.

3.6 Animal welfare

3.6.1 What does our Code of Conduct say?

- C&A is committed to upholding the welfare of animals in its supply chain. Suppliers of animal-derived materials must conform to the [C&A Animal Welfare Policy](#), where further details on prohibited materials and sourcing practices can be found.

4.0 Anti-corruption

4.1.1 What does our Code of Conduct say?

- C&A expects suppliers and business partners to adhere to high ethical standards in business practices.
- Suppliers and business partners must comply with all applicable anti-bribery and corruption laws.
- Suppliers and business partners must not offer, pay, solicit or accept bribes, including facilitation payments.
- Suppliers and business partners must have anti-corruption policies and procedures in place and review them regularly to ensure that they are operating effectively.

4.1.2 What do we mean by that?

Definitions

- A bribe may involve giving or offering ANY form of gift, consideration, reward or advantage beyond forms of appropriate courtesy to someone in business (including C&A and its representatives) or government in order to obtain or retain a commercial advantage or induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit.
- Bribery can also take place where the offer or giving of a bribe is made by or through a third party, e.g. an agent, representative or intermediary.
- Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance). Such payments are strictly prohibited.

4.1.3 Requirements for ensuring adherence

- Suppliers must show that they have adopted a policy on anti-corruption and have taken measures for its effective implementation.
- The policy signed by senior management should include
 - a clear statement of commitment from senior management to prevent corruption in all its forms,
 - consideration of all requirements of national anti-corruption, bribery and money laundering laws,
 - clear indication of the persons responsible for its implementation,
 - strict value limits on what is considered appropriate courtesy, i.e., cannot be considered a bribe in terms of gifts, meals or entertainment provided by, or to, business partners, auditors/verifiers and government officials,
 - rules on political and charitable donations,
 - a system of internal controls to ensure the maintenance of fair and accurate books, records and accounts,
 - clear and deterrent sanctions for non-compliance with the policy and
 - a process to review the effectiveness of the policy to prevent corruption.
- The procedures for implementation shall include
 - training for all relevant departments, including line supervisors,
 - a system that allows employees to report cases of bribery or corruption, and
 - record keeping of all actions taken in response to reported cases. Records need to be presented in anonymised form, upon C&A's request

5.0 Operational-level grievance mechanisms

5.1 What does our Code of Conduct say?

- Suppliers and business partners shall establish, implement and communicate operational-level grievance mechanisms that their workers can access to address their concerns and grievances regarding working conditions or any other topic covered in this Code of Conduct without fear of reprisal, intimidation, harassment or discrimination whatsoever. Workers must be able to raise concerns and grievances confidentially.
- Suppliers and business partners shall ensure that the operational-level grievance mechanisms are legitimate, accessible, predictable, equitable, transparent, rights-compatible, based on engagement and dialogue and a source of continuous learning.
- Suppliers and business partners must ensure that operational-level grievance mechanisms are suitable to address cases of violence and harassment, including gender-based violence and harassment, where necessary or legally required, by establishing a separate grievance channel.
- Whenever possible, worker representatives must be involved in the investigation and definition of a remedy to a grievance.
- Suppliers and business partners shall communicate, as per instructions of C&A, information on C&A's Fairness Channel referred to in Appendix 2. Suppliers and business partners shall ensure unhindered access to the Fairness Channel and cooperate fully in the resolution of any grievance relating to their business that is received by C&A via the Fairness Channel.

5.2 What do we mean by that?

- In line with the UN Guiding Principles on Business and Human Rights, suppliers and business partners are expected to maintain a grievance mechanism at their production units and business operations, appropriate to their business size. Such operational-level grievance mechanisms shall conform to the eight principles of legitimacy, accessibility, predictability, equity, transparency and rights-compatibility, and shall be based on engagement and dialogue and be a source of continuous learning, as mentioned in the UN Guiding Principles and the OECD Due Diligence Guidance on Responsible Supply Chains in the Garment and Footwear Sector.
 - Legitimacy means that workers trust the grievance mechanism. This should be ensured by
 - involving workers and/or trade unions in the design of the mechanism,
 - ensuring the effective prevention of reprisals against workers raising grievances,
 - allowing grievances to be raised confidentially, especially on sensitive topics, such as discrimination, disrespectful treatment or gender-based violence or harassment and
 - entrusting persons with the handling of grievances that are trustworthy, trained, knowledgeable and approachable.
 - Accessibility means that workers know about the grievance mechanism and do not face barriers in using it. This should be ensured by
 - using appropriate means to raise awareness of the grievance mechanism,
 - making the process for registering a grievance clear and simple,
 - taking into account literacy or language barriers and
 - providing multiple ways to register a grievance, where necessary.
 - Predictability means that workers understand the process and expectable outcomes, including the monitoring of their implementation. This should be ensured by
 - communicating indicative timeframes for handling grievances,
 - keeping complainants informed about the status of the grievance and each stage of the

- grievance process and
 - stipulating clear agreements on outcomes, including processes for the monitoring of their implementation.
 - Equity means that the process is designed in such a way that aggrieved workers have reasonable access to information and expertise, which enables them to engage on fair, informed and respectful terms and should be ensured by
 - providing access to relevant information and
 - allowing workers to access persons with relevant expertise on the case, including worker representatives or non-governmental organisations and being able to be assisted or represented by a workers' representative or by another person of their choosing.
 - Transparency means that workers are sufficiently informed about the progress of the grievance process, which should be ensured by
 - updating aggrieved workers regularly on the status of the grievance handling process until its completion.
 - Rights-compatibility means that the resolution of the grievance must be compatible with the human rights of workers, as specified in the Code of Conduct.
 - Engagement and dialogue means that the grievance process is built on a dialogue between representatives of the supplier's business and the aggrieved workers.
 - Source of continuous learning means that grievances raised should be treated as indications for potential need for the improvement of business practices as part of a process for continuous improvement.
- Workers must be able to report inappropriate or discriminatory behaviour to someone other than their supervisors. Suppliers shall ensure that such grievances are taken seriously and treated with respect, sensitivity and confidentiality.

5.3 Requirements for ensuring adherence

- Suppliers shall establish the grievance mechanism at the latest after six months following the signing of the Code of Conduct. Suppliers are expected to demonstrate the functioning of their operational-level grievance mechanism by providing annual reports, describing, at a minimum, the number of grievances received and processed over the reporting period and all actions taken to address and remedy such grievances.

Appendix 1: Glossary

Bonded labour

Work for an employer not for compensation received by the worker, but to pay off a debt, which is often incurred by another worker offering the worker's labour in exchange.

Child

Any person under 18 years of age.

Collective bargaining

An arrangement whereby working conditions, wages or other terms of employment, or other relations between workers and employers or their respective collective organisations are fixed by negotiation between workers' representatives entitled to bargain collectively (typically a trade union) and representatives of the employer side, meaning production unit management.

Employee

Any person employed at suppliers or business partners and fulfilling management functions.

Freedom of association

The right of all workers to join or form a trade union of their own choosing and carry out trade union activities without interference from their employer or from public authorities.

Forced labour

All work or service that is extracted from any person under the menace of any penalty for which the said person has not offered themselves voluntarily or for which such work or service is demanded as a means of repayment of debt.

Grievance procedure

A process or procedure, for workers who feel that they have been treated unfairly, to voice their concerns without fear of repercussion.

Harassment

Any occurrence, whether single or repeated, that aims at, results in or is likely to result in physical, psychological, sexual or economic harm.

Hazardous work

Hazardous work is defined in line with ILO Recommendation No. 190. It includes

- working at dangerous heights,
- working with dangerous machinery, equipment and tools (e.g. knives, saws, cutting machines, boilers),
- work which involves the manual handling or transport of heavy loads or
- work which exposes workers to chemicals or hazardous substances, agents or processes, to high noise levels, vibrations or extreme cold or hot conditions and
- work under particularly difficult conditions, such as working for long hours or during the night.

Human rights

A set of principles defined in the International Bill of Human Rights, including the Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966), and the International Covenant on Economic, Social and Cultural Rights (1966) as well as further conventions referred to in this Code of Conduct.

All human rights are based on the recognition of the inherent dignity and the equal and inalienable rights of all members of the human family as the foundation of freedom, justice and peace in the world.

Indentured labour

Work performed on behalf of an employer who forbids workers from leaving employment at the worker's discretion.

Parental leave

In line with ILO Maternity Protection Recommendation No. 191, parental leave shall include the following cases of additional leave, beyond the maternity protection offered to the employed mother of the child in accordance with national law:

- Leave for the employed father of the child, in the case of the death of the mother before the expiry of postnatal leave, for a duration equal to the unexpired portion of the postnatal maternity leave.
- Leave for the employed father of the child, in the case of sickness or hospitalisation of the mother after childbirth and before the expiry of postnatal leave, and where the mother cannot look after the child, for a duration equal to the unexpired portion of the postnatal maternity leave.
- Additional leave for the employed mother or the employed father of the child during a period following the expiry of maternity leave.
- Leave, including benefits and employment protection, for adoptive parents, where national law and practice provide for adoption.

The applicable periods for parental leave, its length of the leave and other modalities, including the payment of parental benefits and the use and distribution of parental leave between the employed parents, shall be governed by national laws or regulations or in any manner consistent with national practice, including collective bargaining agreements.

Piece rate

A method of paying workers by the number of items they produce, rather than the number of hours they work.

Political opinion

Any membership to political parties or expressed alignment with positions in political debate, unless the expression serves to discriminate or discredit other persons or groups.

Preventive measures

While corrective action immediately corrects the problem, preventative measures prevent the issue from reoccurring.

Production area

The area for the purpose of manufacturing, processing and storing C&A merchandises or the adhering raw material and components.

Production unit

A production unit is any factory, operated by a supplier or subcontractor, producing merchandise for sale at C&A, with activities that can include but are not limited to: cutting, sewing, embroidery, trims, accessories, printing, laundry/washing, dry processing, garment dyeing, panel knitting, linking and final assembly/packing.

Subcontractor

A subcontractor is an individual or in many cases a business that signs a contract to perform part or all of the obligations of another's contract.

Trade union (or “Union”)

An organisation of workers, freely formed by workers, that promotes and protects the interests of its members with regards to issues such as wages and working conditions through collective bargaining with employers.

Worker

Persons employed by or for the supplier or business partner to perform work on a regular basis under the direction of the employer, unless employed by a third party to perform only temporary auxiliary services (e.g. temporary janitor support).

Young worker

Also known as a juveniles, adolescents or minors, including any worker over the age of 16, but under the age of 18.

Appendix 2: Fairness Channel information

The C&A Fairness Channel enables all persons to provide information on violations and risks on labour and human rights, environmental protection, corruption or other forms of dishonest conduct, regardless of whether such cases occur in C&A's own business operations or at companies in C&A's supply chain, including business partners and suppliers. Such reports are always kept confidential and can be shared anonymously.

The Fairness Channel can be accessed [online](#). Information can be submitted in a wide variety of languages, without costs for the complainant or whistleblower and requires only low reading skills.

In the handling of incoming cases, any information that could reveal the identity of the complainant or whistleblower will not be shared with anyone beyond the direct case handler(s), unless this is expressly permitted by the complainant or whistleblower. Any kind of discrimination or punishment (reprisals) against complainants or whistleblowers because of raising concerns in good faith will not be tolerated.

Where possible, the complainant or whistleblower will be involved in the determination of the facts of the case and determination of appropriate remedial or preventive measures. If a violation is confirmed, C&A will immediately seek appropriate remedial action to stop the violation or minimise the extent of the violation. If a risk is confirmed, C&A will determine appropriate preventive measures in accordance with applicable criteria for the prioritisation of risks.

The complainant or whistleblower will be informed of the decision and measures taken through their chosen means of contact.