

mater code of conduct

The Danish Institute for Human Rights • The Confederation of Danish Industries

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The Human Rights & Business Project is a branch of the Danish Institute for Human Rights, a non-profit Organization established by a parliamentary decision on 5. May 1987 Supplier Code of Conduct.

PART I: Introduction

1. Objectives

The purpose of this code of conduct is to ensure that suppliers to MATER operate in accordance with internationally recognised minimum standards on human rights, labour and the environment. MATER adheres to the principles of this code and expects the same of its suppliers.

Observance of the code will be an enforceable and enforced part of any agreement or contract between MATER and our suppliers.

The aim of the code is not to terminate business, but to help suppliers improve social and environmental standards. MATER is therefore willing to work with suppliers to achieve compliance with the provisions of this code. However, we will not conduct business with a supplier if compliance with the requirements of the code is deemed impossible. Nor will we conduct business with a supplier engaged in violations of fundamental human rights (see zero-tolerance standards below).

MATER shall periodically review the adequacy and continuing effectiveness of this code of conduct.

2. Scope of Application

This code applies to all MATER's suppliers. The provisions of the code extend to all workers, regardless of their status or relationship with a supplier. The code therefore also applies to workers who are engaged informally, on short-term contracts, or on a part-time basis.

It shall be the responsibility of suppliers to ensure that their sub-suppliers do not violate the standards of this code.

3. Normative Elements

General Principles

Any questions or disputes regarding the interpretation of the provisions of this code shall be resolved by MATER.

The code is not and should not be interpreted as a means to circumvent or undermine national laws or national labour inspectorates. Similarly, this code is not and should not be interpreted as a substitute for free trade unions, nor should it be used as a substitute for collective bargaining.

The code establishes minimum standards and MATER will not accept any attempt to use the requirements as a means to lower existing standards or to prevent or discourage collective bargaining.

When implementing the code, suppliers shall take all necessary measures to ensure that they do not unintentionally leave workers and other beneficiaries in a worse position than before the code was introduced.

Legal Compliance

In addition to meeting the provisions of this code, suppliers shall comply with all national laws and regulations as well as other applicable standards (e.g. collective bargaining agreements or other codes of conduct).

Where there are differences between the provisions of this code and national laws or other applicable standards, suppliers shall adhere to the higher or more stringent requirements. Conflicts between the provisions of this code and national laws or other applicable standards shall be evaluated by MATER in cooperation with the supplier and relevant stakeholders in order to establish the most appropriate course of action that will help to foster respect for fundamental human rights, labour standards and the environment. If any conflicts are detected, the supplier must inform MATER immediately.

International Standards

This code of conduct is based on the general principles contained in the Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966), the International Covenant on Economic, Social and Cultural Rights (1966), the Eight Fundamental ILO Conventions and other relevant international human rights and labour standards, as listed in Annex B. Each provision of the code makes explicit reference to the underlying international human rights or labour standards. These references can be found in Annex C.

PART II: Standards

MATER requires that our suppliers and their subcontractors observe the standards outlined below:

Employment Practices

1. Forced Labour

1.1. Forced Labour and Freedom of Movement

The supplier must not participate in, or benefit from, any form of forced labour, including bonded labour, forced prison labour, slavery, servitude, or human trafficking. Workers must have the freedom of movement during the course of their employment.¹

1.2. Retention of Identity Cards and Travel Documents

The supplier shall refrain from retaining the identity cards, travel documents, and other important personal papers of its employees.²

2. Child Labour and Young Workers

2.1. Minimum Age Requirements

The supplier shall not engage in, or benefit from, the use of child labour. The minimum age for employment shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years (or 14 years where established by national laws in accordance with the ILO developing-country exception).³

2.2. Educational Remediation Programme

If the supplier becomes aware that it is employing children of school age, it shall ensure that the children are enrolled in a remediation programme, rather than being summarily terminated from employment. The programme shall include access to education and financial support and shall be decided in consultation with the child and family or next of kin.⁴

2.3. Light work and Apprenticeship Programmes

Where permitted by national laws, the supplier may employ children between 12 and 15 to perform a few hours of light work per day. The work must be simple tasks of a limited nature and not interfere with the children's educational responsibilities. Apprenticeship programmes for children below the minimum age of employment must be remunerated and clearly aimed at training.⁵

2.4. Hazardous and Harmful Work

The supplier shall refrain from hiring young workers (below 18 years of age) to perform any type of work, which is likely to jeopardise their health, safety or morals.⁶

3. Non-Discrimination

3.1. Non-discrimination in Employment-related Decisions

The supplier shall not engage in or support discrimination on the basis of race, colour, sex, language, religion, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, family responsibilities, age, and disability or other distinguishing characteristics. Hiring, remuneration, benefits, training, advancement, discipline, termination, retirement or any other employment-related decisions shall be based on relevant and objective criteria.⁷

4. Freedom of Association

4.1. The Right to Freedom of Association and Collective Bargaining

The supplier must not interfere with the workers' rights to form and join unions, or other associations of their own choosing, and to bargain collectively. Nor shall the supplier discourage membership of unions. Workers' representatives shall not be subject to discrimination and shall be given access to employees at the workplace. The supplier must recognise elected workers' representatives and bargain in good faith with them regarding all important workplace concerns.⁸

4.2. Alternative Measures in Case of State Prohibition on Unions

If trade unions are not allowed in the area of operation, or only state authorised organisations are allowed, the supplier shall facilitate, and not prevent, alternative measures to allow employees to gather independently to discuss work-related matters and a forum to present work-related concerns to management.⁹

5. Workplace Health and Safety

5.1. Health and Safety Standards

The supplier shall ensure that its workers are offered a safe and healthy working environment, including, but not limited to, protection from fire, accidents and toxic substances. Adequate health and safety policies and procedures must be established and followed.¹⁰

5.2. Training and Protective Gear

The supplier shall provide its employees with the protective equipment and training necessary to perform their tasks safely.¹¹

5.3. Sanitary Infrastructure

The supplier must provide a suitable, clean and sanitary infrastructure, including access to toilets and potable water, which conforms to the needs of its employees and is adequate to its numbers. Accommodation, if provided by the supplier, shall conform to the same requirements, including the general provisions on health and safety listed above.¹²

6. Conditions of Employment and Work

6.1. Workplace Violence, including Assault, Harassment and Threats

The supplier shall protect workers from acts of physical, verbal, sexual, or psychological harassment, abuse, or threats in the workplace, whether committed by managers or fellow workers, including when determining and implementing disciplinary measures.¹³

6.2. Remuneration

The supplier shall comply with legal minimum standards or industry benchmark standards concerning wages and benefits, whichever is higher. In any event, the supplier shall always provide a 'living wage', which enables workers to meet the basic needs of themselves and their dependents and to provide some discretionary income. Overtime shall be remunerated at a premium rate. Wages shall be paid in legal tender and on a regular basis. Deductions from wages shall be transparent and must never be used as a disciplinary measure.¹⁴

6.3. Established Working Relationship

All workers shall be provided with a written, understandable, and legally binding labour contract. The supplier shall not rely on part-time, short-term or casual labourers, trainees, or false apprenticeships to pay lower wages and fewer benefits. Provisions for non-permanent and seasonal workers should be no less favourable than for permanent workers.¹⁵

6.4. Leave

The supplier shall grant employees paid holiday and sick leave each year, as well as parental leave to employees who must care for a newborn or newly adopted child. Women who take maternity leave will not face dismissal or threat of dismissal, and shall be able to return to their former employment at the same rate and benefits.¹⁶

6.5. Hours of Work, Rest Periods and Breaks

The supplier shall ensure that the work-week is limited to 48 hours. Overtime shall be voluntary, infrequent, and not exceed 12 hours per week. Employees are entitled to at least one day off per week, and shall be given reasonable breaks while working and sufficient rest periods between shifts.¹⁷

6.6. Employee Privacy

The supplier shall respect the privacy rights of its employees whenever it gathers or keeps private information or implements employee-monitoring practices.¹⁸

Community Impact

7. Security

7.1. Use of Company Security Forces

The supplier shall prevent its security guards from infringing on the liberty and security of others. Security guards shall be trained when to intervene in security-related situations and how to use the minimal force necessary.¹⁹

7.2 Relations to State Security Forces

The supplier shall take all reasonable measures to avoid involvement or complicity in human rights violations in its relationships and interactions with state security forces.²⁰

8. Land Management

8.1. Purchase of Land

Before purchasing land, the supplier shall seek the prior and informed consent of all legal and/or customary owners.²¹

8.2. Relocation

The supplier shall ensure that it does not participate in or benefit from improper forced relocations, and adequately compensates inhabitants in legitimate relocations.²²

9. Accidents and Health

9.1. Industrial Accidents and Health Emergencies

The supplier shall establish and maintain emergency procedures to effectively prevent and address all health emergencies and industrial accidents affecting the surrounding community or having an adverse impact on the environment.²³

10. Mater Products

10.1. Products liability

The supplier shall exercise due diligence when designing, manufacturing, and testing products, to protect against product defects which could harm the life, health or safety of people likely to be affected by the defective product, or have an adverse impact on the environment.²⁴

11. Corruption and Bribery

11.1. Bribing of Government Officials

The supplier shall refrain from bribing, or using any other method, to unjustly influence public officials and/or the judiciary.²⁵

12. Environmental Protection

12.1. Managing Environmental Aspects

The supplier must strive to minimise the adverse environmental impacts of its activities, products and services through a proactive approach and responsible management of its environmental aspects (including, but not limited to):

- Use of scarce natural resources, energy and water
- Emissions to air and releases to water
- Noise, odour and dust emission
- Potential and actual soil contamination
- Handling of hazardous substances
- Handling of hazardous and non-hazardous wastes
- Product issues (design, packaging, transport, use and recycling/disposal)

12.2. Complying with Environmental Legislation

The supplier shall maintain awareness of current environmental legislative requirements, relevant to the environmental impacts of its activities, products and services and ensure legal compliance through training, awareness, operational control and monitoring.

12.3. Continuously Improving Environmental Performance

The supplier shall demonstrate continuous improvements of the overall environmental performance related to significant environmental aspects.

PART III: Implementation

1. Records and Documentation

The supplier shall maintain appropriate records to demonstrate compliance with the requirements of this code. Records shall be available to MATER upon request at any time. Appropriate records include, but are not limited to:

- Names and ages of all workers.
- Timesheets.
- Payroll records, including wage slips and overtime wage records.
- Health and safety records, including material safety data sheets, accident records and relevant certificates and permits.
- Environmental records, including data from the monitoring of significant environmental impacts and relevant permits
- Records of any significant instances of non-compliance encountered in relation to this code, including a summary of the corrective actions taken to remedy the deficiencies.

2. Definition of Roles and Responsibilities

The supplier must assign responsibilities within its organisation for the implementation of this code. As a minimum, the following representatives shall be designated:

- One or more management representatives with the responsibility and authority to ensure compliance with the provisions of this code.
- A qualified health and safety officer at each facility responsible for planning, implementing and monitoring the supplier's health and safety policies and procedures.
- A freely elected workers' representative responsible for facilitating dialogue and communication between the supplier and its employees on all matters pertaining to this code. This function may be carried out by a freely elected trade union representative.

The supplier shall ensure that repeated offences and serious neglect by any of its personnel in relation to matters pertaining to this code will result in appropriate disciplinary actions, which may include dismissal from employment.

3. Training and Awareness-Raising

The standards included in this code shall be communicated to all new employees, including managers and supervisors, immediately upon hiring. The supplier shall ensure that all employees are regularly informed about the standards included in the code and the necessity of acting in accordance with them. In areas with high illiteracy rates, employees shall receive verbal instructions. The code shall also be transmitted to local unions or other workers' representatives and shall always be accessible to all employees and in the local languages whenever appropriate.

4. Complaints Procedures

The supplier shall establish mechanisms for hearing, processing, and settling complaints of employees. Workers must have the right to anonymously submit complaints regarding all workplace concerns, including complaints regarding the supplier's failure to comply with this code, without fear of punishment or adverse employment action. The supplier shall properly investigate, address and settle all complaints in accordance with its pre-established complaints procedure.

Anyone affected by the supplier's activities must have access to communicate concerns or submit complaints without discrimination or fear of reprisals. The supplier shall properly investigate, address and settle any complaints or concerns raised by local communities.

5. Relations to Sub-suppliers

The supplier is responsible for ensuring that its respective sub-suppliers observe the standards of this code. As part of this obligation, the supplier shall:

- Require sub-suppliers to inform the supplier about other business entities in the supply chain taking part in the production of each order.
- Screen and select sub-suppliers based on their ability to meet the standards of this code.

- Make observance of the standards included in the code a condition of any agreement or contract that it enters into with sub-suppliers.
- Undertake reasonable efforts to check that sub-suppliers operate in conformance with the code.

The zero-tolerance standards of MATER outlined below shall also apply to sub-suppliers.

6. Small Farmers and Home-based Workers *

The supplier is responsible for ensuring that sub-suppliers classified as home-based workers or small farmers observe the basic principles of the code, as appropriate to the nature and scale of their operations. As part of this obligation, the supplier shall:

- Maintain adequate records of home-based workers and small farmers, including their names and ages, the nature of their work, the number of hours worked and the amount of goods produced.
- Make observance of the basic principles of the code a condition of any agreement or contract that it enters into with home-based workers and small farmers.
- Undertake reasonable measures to check that home-based workers and small farmers operate in conformance with the basic principles of the code.
- Assist home-based workers and small farmers in improving their working conditions in accordance with the provisions of this code.

7. Monitoring

MATER will monitor the operations of our suppliers to assess and ensure their compliance with this code. Our monitoring programme consists of on-site inspections (or audits) and periodic self-evaluations by suppliers of their premises and those of their subcontractors.

The supplier shall submit at any time to announced as well as unannounced audits. The supplier is required to provide physical access to any auditor from MATER or other auditor assigned by MATER. This obligation entails unhindered access to all facilities, records, and where provided by suppliers, housing, as well as employees for confidential interviews. The frequency and intensity of supplier audits will depend on – and shall be appropriate to – the scale and intensity of their operations.

8. Verification

* Based on Social Accountability 8000 requirements.

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MATER reserves the right to let an independent third party of our choice make on-site inspections to verify compliance with the requirements of this code.

9. Enforcement, Remediation and Corrective Action,

Where instances of non-compliance with the requirements of this code are identified, the supplier shall promptly take corrective action to remedy the deficiencies as well as taking measures to prevent similar problems from recurring in the future.

The supplier shall make timely and reasonable amends to any employee, former employee, or community member whose rights have been violated. Remediation includes, but is not limited to, paying back all wages found to have been unlawfully withheld or reinstating any employee found to have been unlawfully dismissed.

Where instances of non-compliance are detected as a result of audits, the supplier shall be given a fixed period of time to self-correct the deficiency. In the event of failure to self-correct a problem, MATER is willing to engage in a constructive dialogue with the supplier to develop and implement a corrective action plan, with appropriate time scales for implementation and improvements to be achieved.

Agreement to abide by the corrective action plan allows continuation of the business relationship, as long as MATER finds that the supplier is implementing the plan in good faith.

In the event of repeated and serious breaches of the requirements of the code, MATER reserves the right to terminate the business relationship with a supplier and possibly cancel any production or delivery in progress.

10. Zero-tolerance Standards

MATER will not conduct business with a supplier engaged in violations of fundamental human rights. The following practices are therefore considered unacceptable:

- The use of bonded and forced labour, including forced prison labour and human trafficking.
- Worst forms of child labour, including forced child labour, child prostitution, and other work which is likely to jeopardise the health, safety and morals of children.
- Any harsh, inhumane or degrading treatment or punishment of employees.
- The exposure of employees to life-threatening work environments, where they have not been informed of the dangers and where protective measures have not been undertaken.
- Deliberately causing substantial pollution to air or water, or substantial soil contamination.
- Any complicity in violations of international humanitarian law and other crimes against the human person as defined by international law, including war crimes, crimes against humanity, genocide, torture, forced disappearances, hostage taking and extrajudicial, summary or arbitrary executions.

If MATER has reason to believe that such violations are being committed by a supplier, the business relationship will be terminated immediately. If we have reason to believe that the supplier was aware of the violation and willingly operated in violation of fundamental human rights, the supplier may be reported to the proper authorities.

ANNEX A: Glossary

Child labour: Children working in contravention of the ILO standards contained in Convention 138 and 182 and in contravention of the UN Convention on the Rights of the Child, Article 32.

Child work: Children participating in light work that does not negatively affect their health and development. Light work is permitted from the age of 13 (or 12 years where established by national laws in accordance with the ILO developing-country exception).

Complaints and Grievances: Something people think is unfair and complain about. Worker's grievances might range from dissatisfaction with work hours and rest periods to claims of coercion, intimidation or abuse. Community grievances might range from dissatisfaction with the supplier's operations resulting in noise or pollution of the air or water, to claims of intimidation or abuse by Mater security guards.

Corrective Action: all measures aimed at stopping violations as well as preventing similar violations from recurring in the future.

Customary Rights and Owners: ownership or rights which result from a long series of habitual or customary actions, constantly repeated, which have, by such repetition and by uninterrupted usage acquired the force of a law within a territorial or sociological unit.

Due Diligence: careful and thorough examination of risks and the establishment of safety measures to prevent violations from happening.

Environmental aspect: an element of an organisation's activities, products or services that can interact with the environment. A significant environmental aspect is an environmental aspect that has or can have a significant environmental impact.

Environmental impact: any change to the environment, whether adverse or beneficial, wholly or partially resulting from an organisation's activities, products or services.

Environmental performance: the results of an organisation's management of its environmental aspects.

Facilities: includes, for example, canteens, changing rooms and dormitories or housing where provided to employees.

Home-based Worker: a person who carries out work for the supplier other than on the supplier's premises. The term normally refers to persons who carry out work at home.

Implementation: refers to the whole range of activities that could be taken by a Mater to give effect to the code.

Indigenous Peoples: People who are original or natural inhabitants of a country and who today live more in conformity with their social, economic and cultural customs and traditions than with the institutions of the country of which they now form a part.

Living Wage: a wage that is sufficient to meet the basic needs of employees and their dependents. Basic needs not only include food, housing and water, but also education and some discretionary income.

Monitoring: watching and checking that the terms of the code are being respected. Monitoring is only one aspect of implementing a code.

Premium Rate: payment above the normal rate, whether paid by the hour or for piece-rate work.

Protection from fire: requires, as a minimum, that the supplier provides adequate fire protection equipment, including fully functioning fire alarms and fire extinguishers, and ensures that escape routes and exits are unlocked and free from obstruction.

Protection from accidents: requires, as a minimum, that the supplier monitors its production processes, machinery and equipment to ensure that they are safe. Accidents must also be documented production processes adjusted to prevent recurring problems.

Protection from toxic substances: requires, as a minimum, that the supplier has a system for managing the use, storage and disposal of any hazardous materials and substances. Sufficient and suitable ventilation must also be provided.

Remediation: timely and reasonable amends to any employee, former employee, or community member for violations of their rights, as defined by this code.

Remediation Programme for Children: efforts to assist children in making the transition from work to school. A remediation programme involves access to education and financial support, such as cash contributions or employment of adult family members. Apprenticeship programmes and light work may be used as part of a remediation programme.

Small Farmer: a person who works on a small family-based farm making products for the Mater or its suppliers. This definition excludes plantations or larger farms with a substantial proportion of hired labour.

Stakeholder: individuals, groups or institutions affected by the Mater's activities.

The Supplier: refers to all business entities falling within the scope of the code. The term covers the entirety of the business entity, as defined above, including all employees, regardless of their status or relationship with the business entity.

ANNEX B: Human Rights and Labour Standards

Main UN Human Rights Instruments:

- Universal Declaration of Human Rights (1948).
- International Covenant on Civil and Political Rights (1966).
- International Covenant on Economic, Social and Cultural Rights (1966).

Fundamental ILO Conventions

- ILO Forced Labour and Servitude Convention (C29, 1930).
- ILO Freedom of Association and Protection of the Right to Organise Convention (C87, 1948).
- ILO Right to Organise and Collective Bargaining (C98, 1949).
- ILO Equal Remuneration Convention (C100, 1951).
- ILO Abolition of Forced Labour Convention (C105, 1957).
- ILO Discrimination (Employment and Occupation) Convention (C111, 1958).
- ILO Minimum Age Convention (C138, 1973).
- ILO Worst Form of Child Labour Convention (C182, 1999).

UN Conventions:

- Convention on the Elimination of All Forms of Racial Discrimination (1965).
- Convention on the Elimination of All Forms of Discrimination against Women (1979).
- Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment (1984).
- Convention on the Rights of the Child (1989).
- Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (1990).
- Convention against Corruption (2003).

Other UN Documents:

- UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990).
- UN Guidelines for the Regulation of Computerized Personal Data Files (1990).

Other ILO Conventions:

- ILO Hours of Work (Industry) Convention (C1, 1919).
- ILO Weekly Rest (Industry) Convention (C14, 1921).
- ILO Hours of Work (Commerce and Office) Convention (C30, 1930).
- ILO Forty-Hour Week Convention (C47, 1935).
- ILO Weekly Rest (Commerce and Office) Convention (C106, 1957).
- ILO Social Policy (Basic Aims and Standards) Convention (C117, 1962).
- ILO Hygiene (Commerce and Office) Convention (C120, 1964).
- ILO Minimum Wage Fixing Convention (C131, 1970).
- ILO Holidays with Pay (Revised) Convention (C132, 1970).
- ILO Workers Representatives Convention (C135, 1973).
- ILO Collective Bargaining Convention (C154, 1981).
- ILO Occupational Safety and Health Convention (C155, 1981).
- ILO Workers with Family Responsibilities Convention (C156, 1981).
- ILO Occupational Health and Services Convention (161, 1985).
- ILO Indigenous and Tribal Peoples Convention (C169, 1989).
- ILO Prevention of Major Industrial Accidents Convention (C174, 1993).
- ILO Maternity Protection Convention (C183, 2000).

ILO Declarations, Recommendations and Codes of Practice:

- ILO Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy (1977).
- ILO Declaration on Fundamental Principles and Rights at Work (1988).
- ILO Forced Labour (Indirect Compulsion) Recommendation (R35, 1030).
- ILO Welfare Facilities Recommendation (R102, 1956).
- ILO Workers' Housing Recommendation (R115, 1961).
- ILO Minimum Age for Admission to Employment Recommendation (R146, 1973).
- ILO Worst Forms of Child Labour Recommendation (R190, 1999).
- ILO Code of Practice: Protection of Workers Personal Data (1997).

OECD Documents:

- OECD Convention on the Combating of Bribery of Foreign Public Officials in International Business Transactions (1997).
- OECD Guidelines: On the Protection of Privacy and Transborder Flows of Personal Data (1980).
- OECD Guidelines for Multinational Enterprises (2000).

Other Documents:

- Permanent Peoples' Tribunal Charter on Industrial Hazards and Human Rights (1994).

ANNEX C: References

1) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 4; International Covenant on Civil and Political Rights (1966), Article 8; International Covenant on Economic, Social and Cultural Rights (1966), Article 7 (b); Convention on the Protection of the Rights of All Migrant Worker and Members of Their Families (1990), Article 11 (2); ILO Forced Labour and Servitude Convention (C29, 1930), Articles 2.2.C, 12 and 13; ILO Abolition of Forced Labour Convention (C105, 1957); ILO Declaration on Fundamental Principles and Rights at Work (1998), Article 2(b), Convention on the Elimination of All Forms of Discrimination against Women (1979), Article 6.

2) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 4 and 13; International Covenant on Civil and Political Rights (1966), Articles 8 and 12 (2); Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (1997), Articles 8, 21 and 39; ILO Abolition of Forced Labour Convention (C105, 1957) Article 2; ILO Forced Labour (Indirect Compulsion) Recommendation (R35, 1930), Article 3.

3) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 24 and 26; International Covenant on Economic, Social and Cultural Rights (1966), Article 7; Convention on the Rights of the Child (1989), Article 32 (2); ILO Minimum Age Convention (C138, 1973), Article 3.

4) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 26; International Covenant on Economic, Social and Cultural Rights (1966), Article 13 (1); Convention on the Rights of the Child (1989), Articles 28 (1) and 32; ILO Social Policy (Basic Aims and Standards) Convention (C117, 1962), Article 15.

5) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 26; International Covenant on Economic, Social and Cultural Rights (1966), Article 13 (1); Convention on the Rights of the Child (1989), Articles 28 (1) and 32; ILO Social Policy (Basic Aims and Standards) Convention (C117, 1962), Article 15; ILO Minimum Age Convention (C138, 1973), Article 7.

6) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 4, 23, 24 and 25; International Covenant on Economic, Social and Cultural Rights (1966), Article 7; Convention on the Rights of the Child (1989), Article 32; ILO Minimum Age Convention (C 138, 1973), Article 3; ILO Worst Forms of Child Labour Convention (C182, 1999); Article 3; ILO Worst Forms of Child Labour Recommendation (R190, 1999); ILO Minimum Age for Admission to Employment Recommendation (R146, 1973), Part IV.

7) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 2, and 23; International Covenant on Economic, Social and Cultural Rights (1966), Article 7(a); Convention on the Elimination of All Forms of Discrimination against Women (1979), Article 11(1); ILO Equal Remuneration Convention (C100, 1951), Articles 1 and 2; ILO Discrimination (Employment and Occupation) Convention (C111, 1958) Article 1; ILO Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy (1977), Articles 21, 22 and 41; ILO Right to Organise and Collective Bargaining (C98, 1949), Article 1.

8) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 20 and 23(4); International Covenant on Civil and Political Rights (1966), Article 22; International Covenant on Economic, Social and Cultural Rights (1966), Article 8 (1); ILO Freedom of Association and Protection of the Right to Organize Convention (C87, 1948); ILO Right to Organize and Collective Bargaining Convention (C98, 1949), Articles 1, 3 and 4; ILO Declaration on Fundamental Principles and Rights at Work (1998), Article 2(a); ILO Workers' Representatives Convention (C135, 1971), Article 2; ILO Collective Bargaining Convention (C154, 1981), Article 5 (2), 8; ILO Tripartite

Declaration of Principles concerning Multinational Enterprises and Social Policy (1977), Articles 46, 48, 49, 50, 51, 52 and 54.

9) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 20 and 23(4); International Covenant on Civil and Political Rights (1966), Article 21 and 22; International Covenant on Economic, Social and Cultural Rights (1966), Article 8 (1c); Convention on the Protection of all Migrant Workers and Members of Their Families (1997), Articles 26(a) and 40; ILO Freedom of Association and Protection of the Right to Organise Convention (C87, 1948) Articles 2, 3, 4 and 5; ILO Right to Organise and Collective Bargaining (C98, 1949), Articles 1, 3 and 4; ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (1977), Articles 41, 42, 43 and 57.

10) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 25; International Covenant on Economic, Social and Cultural Rights (1966), Articles 7 (b) and 12 (2b); Convention on the Elimination of All Forms of Discrimination against Women (1979), Article 11 (1f); ILO Hygiene (Commerce and Office) Convention (C120, 1964); ILO Occupational Health Services Convention (C161, 1985), Article 5 (b); ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (1977), Article 38]

11) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 25; International Covenant on Economic, Social and Cultural Rights (1966), Articles 7 (b) and 12 (2b and c); ILO Occupational Safety and Health Convention (C155, 1981), Articles 16 (3) and 21.

12) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 25; International Covenant on Economic, Social and Cultural Rights (1966), Articles 7 (b), 11 and 12(b); ILO Occupational Health Services Convention (C161, 1985), Article 5 (b); ILO Workers' Housing Recommendation (R115, 1961, Articles 3, 7 and 19; ILO Welfare Facilities Recommendation (R102, 1956), Articles 10, 11, 25 (a and i) and 27.

13) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 5; International Covenant on Civil and Political Rights (1966), Article 7; Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment (1984), Articles 2 (1), 4 and 10; Convention on the Protection of All Migrant Workers and Members of Their Families (1990), Article 10.

14) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 25; International Covenant on Economic, Social and Cultural Rights (1966), Article 7 (a) and 11 (1); International Covenant on Civil and Political Rights, Article 23; Convention on the Elimination of All Discrimination Against Women (1979), article 11; Convention on the Protection of All Migrant Workers and Members of Their Families (1990), Article 25; ILO Minimum Wage Fixing Convention (C131, 1970), Article 3; ILO Social Policy (Basic Aims and Standards) Convention (C117, 1962), Article 5; ILO Protection of Wages Convention (C95, 1949), Article 4, 5, 8, 12, 14; ILO Part-Time Work Convention, (C175, 1994); ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (1977), Article 34.

15) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 23, 24 and 25; International Covenant on Economic, Social and Cultural Rights (1966), Article 7; ILO Part-Time Work Convention, (C175, 1994).

16) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 16, 23, 24, and 25; International Covenant on Economic, Social and Cultural Rights (1966), Article 7 (d) and 10 (2); Convention on the Elimination of All Forms of Discrimination against Women (1979), Article 11 (2b and 2c); Convention on the Rights of the Child, Article 5; ILO Holidays with Pay (Revised) Convention (C132, 1970), Article 4 (2); ILO Maternity Protection Convention (C183, 2000), Article 4.

17) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 23, 24 and 25; International Covenant on Economic, Social and Cultural Rights (1966), Article 7 (d); ILO Hours of Work (Commerce and Offices) Convention (C30, 1930), Articles 3 and 4; ILO Hours of Work (Industry) Convention (C1, 1919); ILO Weekly Rest (Industry) Convention (C14, 1921), Article 2(1); ILO Weekly Rest (Commerce and Offices) Convention (C106, 1957), Article 6 (1); ILO Forty-Hour Week Convention (C47 1935).

18) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 12; International Covenant on Civil and Political Rights (1966), Article 17; ILO Code of Practice: Protection of Workers Personal Data (1997), Sections 5, 6 (14) and 12 (2b)]; UN Guidelines for the regulation of Computerized personal Data Files (1990), Article 3 (a); OECD Guidelines: On the Protection of Privacy and Transborder Flows of Personal Data (1980), Article 9.

19) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 3; International Covenant on Civil and Political Rights (1966), Articles 6 (1) and 9 (1); Convention on the Protection of All Migrant Workers and Members of Their Families (1990), Article 16(4); UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990), Articles 1, 4, 5, 7, 8, 9, 19 and 20.

20) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 3; International Covenant on Civil and Political Rights (1966), Articles 6.

21) *The above question is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 17 and 25; Convention on the Elimination on All Forms of Discrimination against Women (1979), Article 15 (2) and 16 (h); ILO Indigenous and Tribal Peoples Convention (C169, 1989), Article 14.

22) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 13, 17 and 25; International Covenant on Civil and Political Rights (1966), Article 12 (1); ILO Indigenous and Tribal Peoples Convention (C169, 1989), Articles 14, 15 (2), 16 and 17.

23) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 25; ILO Prevention of Major Industrial Accidents Convention (C174, 1993), Articles 9 and 14 (2); Permanent Peoples' Tribunal Charter on Industrial Hazards and Human Rights (1994), Article 13.

24) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Articles 3 and 25; International Covenant on Civil and Political Rights (1966), Article 6 (1); ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (1977), Article 37.

25) *The requirement is based on the general principles contained in the following:* Universal Declaration of Human Rights (1948), Article 6-11 and 21; International Covenant on Civil and Political Rights (1966), Article 25; OECD Convention on the Combating of Bribery of Foreign Public Officials in International Business Transactions (1997), Article 1; OECD Guidelines for Multinational Enterprises (2000), Section 6. UN Convention Against Corruption (2003), Article 12.