

Laurentian University's Supplier Code of Conduct



Laurentian University
Université **Laurentienne**

Introduction and Land Acknowledgement

We would like to acknowledge the Robinson-Huron Treaty of 1850. We also further recognize that Laurentian University is located on the traditional lands of the Atikameksheng Anishnawbek and that the City of Greater Sudbury, also includes the traditional lands of the Wahnapiatae First Nation.

We extend our deepest respect to Indigenous peoples - as a sign of our continued relationship we will support Laurentian University's Truth and Reconciliation Task Force Recommendations.

Miigwech.

Ka ke ginwaamdanaa Aki Gaabijidebendaagwak Robinson Huron Naakinegewin ode 1850. Miinwa ginwaamdandaa Laurentian Chi-kinomaagegamik gewii teg maanpii gidaa kiimina Atikameksheng Anishinaabek debendaagwak miinwa Chi-odeno Sudbury miinwa gewii debendaagwak Wahnapiatae Anishinaabe kiing. Gichipiitenmananig Anishinaabek- ga nakiitaanaa weweni maanpii Laurentian Chi-kinomaagegamik Debwewin miinwa Minadaapnagewin Nakii Naadmageh Makwataagziiwin. Miigwech.



About Laurentian University

Laurentian was incorporated on March 28, 1960, pursuant to An Act to Incorporate Laurentian University of Sudbury, S.O. 1960, c. 151 C. 154.

For over 60 years, Laurentian University of Sudbury (“Laurentian”) has operated as a publicly funded, bilingual and tricultural post-secondary institution in Northern Ontario, providing high-quality, postsecondary education to domestic and international undergraduate and graduate students.

The bilingual and tricultural nature of Laurentian is unique in Ontario and its impact on outcomes in the region is vital and crucial. Laurentian is an important source of learning to Northern Ontario and the thousands of students who otherwise would have difficulty accessing post-secondary education.

Laurentian University’s Strategic Plan 2024-2029 is a Plan for Connection, Innovation and Impact and is guided by the following values:

- Community;
- Integrity;
- Student Success;
- Stewardship; and
- Collaboration



Reporting Entity and Structure

Laurentian University was incorporated in 1960 through The Laurentian University Act. The University is led by a bicameral system of governance consisting of two governing bodies, the Board of Governors and the Senate. The Board of Governors is responsible for the government, conduct, management and control of the University and of its property, revenues, expenditures, business and affairs. The Senate is responsible for the educational policy of the University and, with the approval of the Board in so far as expenditure of funds is concerned, may enact by-laws and regulations for the conduct of its affairs.

Laurentian has a well-defined organizational structure that supports its academic and administrative functions. There are approximately 1,000 full and part-time employees working at Laurentian. All employees work in Canada and are subject to Canadian labour laws.

Policies and Due Diligence

The University has adopted policies and responsible business conduct as well as due diligence practices which govern our activities and support our commitment to a Supplier Code of Conduct in our operations and supply chain. These include:

- Ontario Broader Public Sector Procurement Directive
- Policy on Purchasing
- Supply Chain Code of Ethics
- Respectful Workplace and Learning Environment
- Sustainability
- Accessibility
- Decision-Making Requirements Associated with Current and Future Capital Projects
- Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains

Ontario Broader Public Sector Procurement Directive

As an organization that is governed by the Ontario Broader Public Sector Procurement Directive, Laurentian University engages in ethical, fair, and transparent procurement practices which align with the Supply Chain Code of Ethics contained within the Directive. We continuously work with our supply chain partners to improve purchasing practices and to ensure the best value for money.

In support of this Directive, the University along with various buying groups commit to verifying that awarded suppliers have furnished an attestation of compliance with ethical principles and employment standards, ensuring goods and services are free from forced or child labour, aligning with a Supplier Code of Conduct and International Labour Organization practices.

Policy on Purchasing

Laurentian University is committed to maintaining high standards for performance based on fair, ethical, legal, environmental, and professional business practices. The University, its Employees and agents shall procure goods and services in an open, fair and transparent manner and in a competitive environment, so that all transactions yield the optimal benefit to the University in the circumstances.

Purpose of the Supplier Code of Conduct

As part of Laurentian University's Institutional Strategic Plan, the University's mission works to prepare the leaders and changemakers of tomorrow in a bilingual and tricultural environment that nurtures creativity and broadens understanding. It is driven to continuously generate, explore and refine ideas that contribute to the wealth of human knowledge that will shape a more prosperous, equitable and sustainable world. As stewards of public and private resources, the University accepts accountability for our performance and aims to ensure we evaluate the impact of our actions on our human, financial and environmental resources to ensure that the outcomes will be sustainable and form a solid academic foundation for our future scholarly endeavors.

This Supplier Code of Conduct (SCoC) is intended to support that commitment, and aligns with procurement goals identified in its many policies and procedures.

Scope

The SCoC applies to all Suppliers who provide goods or services to Laurentian University, as well as their Subcontractors. It establishes the minimum ethical, social, and environmental standards expected of Laurentian Suppliers. Additional requirements may be described in individual contracts executed with Laurentian.

Laurentian expects Suppliers to strive to exceed both international and industry best practices. Laurentian also expects that its Suppliers encourage and work with their own suppliers and Subcontractors to ensure that they also strive to meet the principles of this Code of Conduct.

Laurentian recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly. Laurentian believes in cooperation and is willing to work with its Suppliers to improve practices where necessary.

A Supplier's failure to adhere to the provisions of this SCoC may be a breach of contract and could result in termination of the contract.

It is preferred, but not mandatory, that Suppliers exceed these Code of Conduct provisions.

Key Principles of the Supplier Code of Conduct

Laurentian University expects suppliers to manage their operations according to the most stringent standards of ethical business, integrity and equity.

Laurentian University suppliers must therefore:

- refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- ensure the protection of the confidential and personal information they receive from Laurentian University, and only use this information as part of their business relations with Laurentian University;
- comply with intellectual property rights relating to the products and services they provide to Laurentian University;
- never place a Laurentian University employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- divulge all actual and potential conflicts of interest to Laurentian University; and
- disclose to Laurentian University any behaviour deemed unethical on the part of a Laurentian University employee.

Definitions

For the purposes of this Code of Conduct:

“Conflict of Interest” means that the Supplier or its representative, in the performance of the agreement with Laurentian and outside the terms of such agreement, has an actual or apparent opportunity to improperly further their private interests or those of their relatives or friends or to improperly further another person’s private interests;

“Subcontractor” means contractors and service providers contracted to supply goods or services to Laurentian Suppliers;

“Supplier” means all persons or entities, including contractors, consultants, and business associates, contracted to supply goods or services to Laurentian and includes Subcontractors; and

“Supplier Code of Conduct” means this document in its entirety;

“Laurentian” means Laurentian University.

Code of Conduct

1. Law

- a. Suppliers will comply with international, national, and local laws relevant to the location of work and manufacture.
- b. Where the provisions of applicable laws and this Code of Conduct address the same issue, the provisions that are most stringent shall apply.

2. Child Labour

Suppliers will:

- a. not employ people under the age of 15 (or 14 where the International Labour Organization exemption for developing countries applies); and
- b. if a child must be displaced to comply with laws and this Code of Conduct, offer adult family members of that child a position to maintain family earnings.
- c. ensure that employees under the age of eighteen (18) shall not perform hazardous work that may jeopardize their health, safety or morals. Hazardous work includes, but is not limited to, work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and tools, work that involves the manual handling or transport of heavy loads; night work and long hours of work.

3. Forced Labour

Suppliers will:

- a. not use forced, illegal, or prison labour, including indentured or bonded labour, or any form of compulsory labour to manufacture products.
- b. Suppliers and their subcontractors shall ensure that recruitment of employees, whether directly or indirectly, complies with applicable laws and regulations. Employees shall not pay any fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed on to the employees.
- c. Suppliers and their subcontractors shall not retain employee’s identity papers or passports.

4. Disciplinary Practices

Suppliers will:

- a. treat workers with respect and dignity. No employee of the Supplier shall be subject to any form of physical, sexual, psychological, or verbal harassment or abuse in their employment; and
- b. ensure workers are free to express their concerns about workplace conditions without fear of retribution. Workers should have access to a formal avenue to express concerns directly to the Supplier representatives.

5. Freedom of Association

Suppliers will:

- a. recognize and respect that workers have the right to form or join trade unions of their own choosing and to bargain collectively;
- b. comply with local successorship labour laws when transitioning to or between contracted service providers.

6. Wages and Benefits

Suppliers will:

- a. pay employees at least the minimum wage required by local employment standards or law;
- b. provide legally mandated benefits;
- c. pay workers directly; and
- d. provide workers with clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.

7. Hours of Work

Suppliers will:

- a. ensure regular working hours do not exceed applicable employment standards or law;
- b. ensure that overtime hours are compensated according to the applicable employment standards or law; and
- c. provide workers with scheduled days off in conformity with applicable employment standards or law.

8. Discrimination

Suppliers will:

- a. consider employees for positions on the basis of their qualifications and abilities;
- b. ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their pregnancy; and
- c. not discriminate through any means, including publicity, hiring practices, or any term or condition of employment, on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age, or because that person has been convicted of a criminal or summary criminal offence that is unrelated to the employment or the intended employment of that person, except for reasons of bona fide occupational requirements.

For the purposes of this section, age means an age of 19 years or more.

9. Health and Safety

Suppliers will:

- a. provide a safe and healthy working environment that meets applicable workplace safety standards, including ILO standards ratified in the country of manufacture;
- b. provide employees with health and safety training appropriate for their industry; and
- c. ensure that any living facilities provided for personnel are safe, clean, and meet the basic needs of personnel.

10. Environmental Commitment

Suppliers will:

- a. ensure all waste materials, as a by-product of production, are treated and disposed of properly in an environmentally responsible manner;
- b. seek out leading industry practices aimed at conserving natural biodiversity, resources, and spaces; reducing carbon emissions and habitat loss; and increasing recycled content; and
- c. obey land use agreements, including without limitation those preserving wild spaces and indigenous use.

11. Animal Welfare

Suppliers will:

- a. not willfully harm animals unless consistent with regular and acceptable research or farming practices; and
- b. prevent undue suffering of animals during loading, transport, and slaughtering of livestock.

12. Intellectual Property, Confidentiality, and Privacy

Suppliers will:

- a. be aware of and compliant with all applicable laws and regulations regarding intellectual property, confidentiality, and privacy.

13. Conflict of Interest

Suppliers will:

- a. avoid any actual, potential, or perceived Conflicts of Interest. Among other things, this means Suppliers will:
- b. not deal directly with any Laurentian employee who holds a significant financial interest in the Supplier, or whose spouse, domestic partner, or other relative, holds a significant financial interest in the Supplier;
- c. exclude from the bidding and negotiation process any personnel employed by the Supplier who have a family member employed by Laurentian in a Laurentian department directly involved in the procurement;
- d. exclude from the bidding and negotiation process any personnel employed by the Supplier who have been employed by Laurentian in the previous 5 years in a department directly involved in the procurement; and
- e. disclose and declare any actual, potential, or perceived Conflicts of Interest that cannot be avoided.

14. Gifts and Hospitality

Suppliers will:

- a. not attempt to secure preferential treatment by Laurentian by offering gifts, entertainment, or benefits to Laurentian faculty or staff. Reasonable gifts, entertainment, or benefits common to business relationships are acceptable.

15. Representation

Suppliers will:

- a. not speak on behalf of Laurentian or as Laurentian's representatives unless specifically contracted to do so.

Accountability

Laurentian may require that Suppliers provide details on factory and production facility locations of Suppliers and Subcontractors, and may make this information publicly available.

Laurentian reserves the right to:

1. investigate any Supplier who, to Laurentian's knowledge or belief, based on information deemed reliable by Laurentian, has breached any of the terms of this Supplier Code of Conduct. The Supplier will cooperate fully with such an investigation;
2. request proof of compliance with this SCoC;
3. use independent third parties to verify compliance where appropriate; and
4. terminate a contract with any Supplier found by Laurentian to be non-compliant with this Code of Conduct.

Suppliers must notify Laurentian immediately if they have:

1. been in breach of any provisions enclosed in this Code of Conduct; or
2. been in breach of any applicable laws or regulations.

Prepared by: Laurentian University, Procurement and Contracts

May 25, 2024

Approval and Attestation

This Supplier Code of Conduct has been approved by the Laurentian University Board of Governors.

Signed: _____

Name:

Title: Chair, Laurentian University Board of Governors

Date: _____

I/We have authority to sign on behalf of Laurentian University

Laurentian University has been a source of pride for Greater Sudbury and Northern Ontario since its founding. For more than 60 years, Laurentian has been a vital partner in the success of thousands of individual students, faculty, and staff, and the local and regional communities for which it was established. Laurentian has always been at its best when it has understood how interconnected it is with the communities that it serves and harnessed the resilience, creativity and diverse knowledge of its people to create and deliver excellent education and innovative research for the benefit of these communities.

