
	Jones Engineering Group QSP08.CoC-001 Supplier Code of Conduct	Doc No:	QSP08.CoC-001
		Revision No:	2.0
		Effective Date:	25OCT2023
Author	Brian David		
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Introduction

Jones Engineering is committed to conducting its business responsibly and in accordance with all relevant laws and regulations. We always try to behave professionally, responsibly, and transparently, measuring our performance, encouraging stakeholder feedback, and making appropriate improvements.

Suppliers and their employees, their personnel, their agents, and their subcontractors (collectively referred to as “Suppliers”) must adhere to this Supplier Code of Conduct (the “Code”) while conducting business with or on behalf of Jones Engineering.

This Code sets out the minimum ethical standards that suppliers must follow. Jones Engineering expects its suppliers to fully comply with applicable laws and to adhere to internationally recognized environmental, social and corporate governance standards (ESG standards) in the countries and territories in which they conduct their business operations. If there is a conflict between the provisions of this Code or any agreement with Jones Engineering, and any applicable laws, then the Supplier shall meet the most stringent standard.

Jones Engineering reserves the right to modify this Code from time to time on giving Suppliers at least 30 days’ notice in writing.

1.0 Legal Compliance

Suppliers shall comply with all applicable laws and regulations of the countries and territories in which suppliers conduct their business operations. Suppliers shall strive to comply with industry standards and international standards* regarding fair business operations, human rights, labour, and the environment.

1.1 Protection of Intellectual Property and Confidential Information

Suppliers shall not infringe upon any intellectual property rights of Jones Engineering or any third party. In addition, suppliers shall appropriately protect and shall not use for any improper purposes, confidential information (including insider information and business secrets) which are handled by the suppliers themselves or Jones Engineering.


1.2 Protection of Personal Information

Suppliers shall implement appropriate policies and procedures to ensure that their processing of personal information, including that of the Supplier’s and Jones Engineering’s staff, complies with the requirements of applicable law (including the General Data Protection Regulation). Where the Supplier processes personal data on behalf of Jones Engineering, it shall (i) comply with the requirements of any agreement that is put in place with Jones Engineering in respect of the processing of that personal data, (ii) implement appropriate security measures to protect that personal data, and (iii) only process that personal data in accordance with Jones Engineering’s instructions.

*The OECD Guidelines for Multinational Enterprises, the fundamental provisions of the ILO Conventions, the United Nations Global Compact 10 Principles, the United Nations Declaration on the Rights of Indigenous People, the United Nations Guiding Principles on Business and Human Rights, ISO26000 (Corporate Social Responsibility), etc.

2.0 Prohibition of Bribery and Corruption

Suppliers shall not pay or receive any bribes, kickbacks, illegal gratuities, etc., to or from any administrations, officials, or business partners, including, without limitation, Jones Engineering. In addition, suppliers shall not make any facilitation payments (i.e., payment, not based on applicable laws and regulations, to expedite administrative procedures such as customs clearance or visa acquisition). As representative for Jones Engineering, Suppliers must comply in all respects with Jones Engineering’s [Anti-Corruption Policy].

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2.1 Anti-competitive Practices

Suppliers shall comply with applicable laws and shall not engage in bid-rigging or other anti-competitive practices.

2.2 Prohibition of Unfair Provision of Gifts and Entertainment

Suppliers shall not provide or receive gifts or entertainment in an unfair manner or in a manner that may cause suspicion regarding fairness, to and from administrations, officials, or business partners, including, without limitation, Jones Engineering, for the purpose of influencing contracts or the contents of transactions, either directly or through an intermediary. Suppliers must comply in all respects with Jones Engineering's [Anti-Corruption Policy].

2.3 Prohibition of Improper Transactions

Suppliers shall not engage in private monopolies, undue restrictions on transactions such as cartels, or any other acts which may prevent free and fair competition.

2.4 Publication of Information

If a supplier becomes aware of any events which raise doubts as to the quality, safety, efficacy, etc., of the supplier's products or services, the supplier shall promptly disclose appropriate and sufficient information to Jones Engineering.

3.0 Respect for Human Rights

3.1 Prohibition of Discrimination

Suppliers shall not discriminate in any way against their employees in hiring practices or treatment in relation to remuneration, promotion, termination of employment, etc., on any basis, including, without limitation, race, skin colour, gender, age, financial status, nationality, national origin, religion, ethnic or social origin including membership of the Traveller community, membership or non-membership of a labour union, political or other opinion, religion, disability, marital status, health conditions, pregnancy, sexual orientation and gender identity.

3.2 Prohibition of Abuse and Harassment

Suppliers shall respect the human rights of their employees and shall not inflict abuse, corporal punishment, psychological, physical, or sexual harassment or other forms of intimidation.


3.3 Prohibition of Forced Labour and Human Trafficking

Suppliers shall comply with all applicable labour laws and regulations of the countries and territories in which suppliers conduct their business operations. Suppliers shall not be involved, in any way, in any forced labour, including labour under conditions of slavery, bonded labour, labour with physical or psychological constraint, and human trafficking. Suppliers shall not restrict the free behaviour of their employees, including by way of unduly imposing fees or advance payments relating to their employment, or confiscating or destroying passports, identification documents or work permits, etc.

3.4 Prohibition of Child Labour

Suppliers shall not employ children who have not yet reached the highest age among (i) 15 years of age; (ii) the age for completing compulsory education; and (iii) the minimum working age stipulated in local laws or regulations; provided, however, that, in the case of minor labour which will not cause any harm to the health or development of children, which will not prevent children from the opportunity to seek education, and which is permitted in accordance with the local laws and regulations, employment of children aged from 13 to 15 shall be permitted.

Suppliers shall not cause children to engage in any labour which may have a physically, psychologically, socially, or morally adverse effect on children.

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In addition, suppliers shall take sufficient care to ensure that there will not be any prevention of the opportunity for education to be provided to children.

3.5 Compliance with Labour-Related Laws and Regulations

Suppliers shall comply with all applicable labour-related laws and regulations of the countries and territories in which suppliers conduct their business operations.

Suppliers shall pay wages in an amount equal to or greater than the minimum wage stipulated by local laws or regulations. In this regard, suppliers shall take into consideration the wage level to ensure that the wages paid will be at a level necessary for employees and their family members to live with human dignity. In addition, suppliers shall pay overtime allowance and other allowances, etc., in accordance with the laws and regulations of each country and territory.

Supplier shall properly manage the total working hours, days-off, and leave of employees so that such working hours will not exceed the maximum limits stipulated by applicable laws and regulations of each country and territory.

Suppliers shall also execute employment agreements with workers in writing, which will set forth the conditions for their employment, as well as confirm that all workers are aware of their legal rights and obligations.

3.6 Freedom of Association and Collective Bargaining

Suppliers shall respect the right of their employees to form a labour union, to join or not join a labour union, and to engage in collective bargaining with suppliers, and shall not discriminate against their employees based on the exercise of such rights.

3.7 Respect for the Rights of Indigenous People

Suppliers shall respect the land rights, culture, custom, and religion of indigenous people and shall conduct their business operations based on such respect. Suppliers shall respect the traditional knowledge and the rights in relation to genetic resources of indigenous people and shall strive not to exploit the interests of indigenous people in a one-sided manner.

3.8 Migrant Workers

Suppliers shall treat migrant workers in the same capacity as local workers. In addition, suppliers shall treat foreign workers and migrant workers in a just manner and provide such workers with transparent employment conditions as well as good working and living conditions.


Suppliers shall also: (i) comply with all applicable laws relating to the posting of workers, (ii) reimburse migrant workers 'employment-related commissions, etc.; (iii) not hire any illegal migrant workers; (iv) neither confiscate ID documents of migrant workers nor keep migrant workers 'money in trust; and (v) understand the scope of this Code includes workers employed through an agency or contractor.

4.0 Safe and Healthy Working Environment

4.1 Safe and Healthy Facilities

Suppliers shall design and construct facilities taking into consideration the safety and health of their employees and shall maintain the safety of their facilities through regular confirmation of the structural integrity of the facilities and conducting repair work.

Within the facilities, suppliers shall maintain hygiene and provide their employees with, at a bare minimum, safe drinking water and toilets. The same standards shall apply to supplier-provided dormitories for the employees.

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4.2 Prevention of Workplace Injuries and Illnesses

In regard to physically severe labour, the handling of hazardous substances and chemicals, and inherently risky labour, such as the use of production machinery, suppliers shall comply with their obligations under all applicable health and safety laws and shall adopt systems and procedures to enable the avoidance of any risks to the extent possible. Suppliers shall provide their employees and workers (and ensure that their sub-contractors provide their employees and workers) with necessary protective wear, as well as education on safety measures in advance, in order to prevent any occurrence of workplace injuries and illnesses.

4.3 Disaster Prevention Measures

As part of their disaster prevention measures, and in preparation for emergencies such as fire and natural disasters, suppliers shall secure fire prevention measures and emergency routes and cause their employees to be thoroughly informed of the same. The same standards shall apply to supplier-provided dormitories for employees.

4.4 Communication

Suppliers shall share, convey, and provide education on the necessary health and safety information in employees' native language or in a language they can understand.

5.0 Protection of the Environment

Suppliers shall comply with all environment-related laws and regulations applicable to the countries and territories where suppliers conduct their business operations.

Suppliers shall recognize the importance of preserving the environment, and, through their business activities, shall maintain a proactive stance toward such preservation and work to contribute to the development of a sustainable society through measures such as preserving biodiversity, controlling greenhouse gas emissions, reducing waste materials and drainage, conserving resources, recycling, and preventing pollution.

Suppliers shall actively manage the environmental impact of operations and take responsibility for minimising the negative impact of products and / or services throughout their lifecycle.

6.0 IT Security


Suppliers shall implement appropriate administrative, physical and technical safeguards that are no less rigorous than accepted industry practices to ensure that their IT systems are protected against unauthorised access, manipulation or attacks. This shall include the establishment and maintenance of information security policies and controls for the facilities, network, and systems that support the delivery of the Suppliers' goods and services. Such information security policies will describe information security requirements, responsibilities, roles, controls, and risk management practices pertaining to information protection, privacy, and site and internal security.

7.0 Quality Assurance

Suppliers shall provide products and services that satisfy the quality and safety standards set forth in all laws and regulations of the countries and territories in which suppliers conduct their business operations, as well as complying with the contracts entered into with Jones Engineering.

8.0 Reporting

Suppliers shall provide employees and third parties with access to adequate reporting channels to seek advice or raise legal or ethical concerns without fear of retaliation, including opportunities for anonymous reporting.

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9.0 Breach

Supplier shall promptly report to Jones Engineering notice of known breach of this Code and implement a corrective action plan to cure all non-compliance within a specified time (furnished to Jones Engineering in writing).

Supplier shall not penalise or otherwise retaliate against any worker who has reported breaches of this Code. Jones Engineering reserves the right to audit Supplier's suppliers for compliance to this Code and Supplier shall accommodate this request where required. Supplier shall also ensure that its personnel comply with this Code when providing goods or services to Jones Engineering. Where Jones Engineering becomes aware of a breach of this Code by the Supplier, Jones Engineering may suspend or immediately terminate its business relationship with the Supplier.

10.0 Amendment History

Date	Revision	Reason	Author
21NOV2022	1.0	First Issue of procedure	Gareth Kavanagh
25OCT2023	2.0	<ul style="list-style-type: none"> - Changed from a Controlled Form to a Code of Conduct - Section 10. Titled "Supplier Declaration" has been removed - Minor grammar updates 	Brian David