### Sustainable Supply Chains (Annex 1b – advanced level, [Criterion ID 11239](https://www.upphandlingsmyndigheten.se/en/criteria/labour-law-requirements/ilo-core-conventions-and-sustainable-supply-chains/sustainable-supply-chains/sustainable-supply-chains/advanced/))

1. Sustainable Supply Chains

**Human Rights**

Supplier shall respect all internationally recognized human rights expressed in the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, the ILO Declaration on Fundamental Principles and Rights at Work, the UN Convention on the Rights of the Child, provided that Supplier reasonably can establish the risk of violation of the prohibition or right.

**Workers’ Rights**

1. *The Rights of Freedom of Association and Collective Bargaining*

The requirement is based on ILO Conventions 87, 98, 135 and 154, ILO Recommendation 143 and SDG 8.

Supplier shall:

* Respect the right of workers to form and join trade unions – or to refrain from doing so – and bargain collectively, in a free and democratic way, without distinction whatsoever and irrespective of gender;
* Ensure meaningful representation of all workers, without distinction whatsoever and irrespective of gender;
* Not discriminate against workers because of trade union membership;
* Not prevent workers’ representatives and recruiters from having access to workers in the workplace or from interacting with them;
* Respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues, when operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed.
1. *No Bonded, Forced Labour or Human Trafficking*

The requirement is based on ILO Conventions 29 and 105, ILO Recommendation 35, the Palermo Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the UN Convention against Transnational Organized Crime, the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, and SDG 8.

Supplier shall:

* Not engage in, or through business partners be complicit in, any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour, including state-imposed forced labour;
* Adhere to international principles of responsible recruitment, including the Employer Pays Principle, and require the same from its recruitment partners, when engaging and recruiting all workers, either directly or indirectly, and especially when engaging and recruiting members of vulnerable groups such as temporary and migrant workers. As a minimum, this includes:
	+ No recruitment fees and costs are charged to workers
	+ Clear and transparent employment contracts
	+ Workers’ freedom from deception and coercion
	+ Freedom of movement and no retention of identity documents
	+ Access to free, comprehensive, and accurate information
	+ Freedom to terminate contract, change employer, and safely return
	+ Access to free dispute resolution and effective remedies.
1. *No Child Labour*

The requirement is based on ILO Conventions 138 and 182, ILO Recommendations 146 and 190, the UN Convention on the Rights of the Child, the Children’s Rights and Business Principles, and SDG 4 and 8.

Supplier shall:

* Not employ, directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognised by the ILO apply;
* Protect children from any form of exploitation;
* Establish robust age-verification mechanisms as part of the recruitment process; which may not be in any way degrading or disrespectful to the worker;
* Take special care and identify measures in a proactive manner in case of the dismissal and removal of children, to ensure the protection of affected children.
1. *No Discrimination, Violence or Harassment*

The requirement is based on ILO Conventions 100, 111, 159 and 190, ILO Recommendations 90, 111 and 168, the Convention on the Elimination of All Forms of Discrimination against Women, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Rights of Persons with Disabilities, the Declaration on the Rights of Persons belonging to National or Ethnic, Religious and Linguistic Minorities, and SDG 5, 8 and 10.

Supplier shall:

* Treat all workers with respect and dignity;
* Ensure that workers are not subject to any form of violence, harassment, and inhumane or degrading treatment in the workplace, as well as threats of violence and abuse, including corporal punishment, verbal, physical, sexual, economic or psychological abuse, mental or physical coercion, or other forms of harassment or intimidation;
* Understand the possible grounds for discrimination in their specific context, and not discriminate or exclude persons based on sex, gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organisations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, pregnancy, diseases, or any other condition that could give rise to discrimination;
* Establish disciplinary procedures in writing and explain them verbally to workers in terms and language which they understand. The disciplinary measures must be in line with national legislation;
* Provide gender-sensitive and equal opportunities and treatment throughout recruitment and employment;
* Verify that workers are not harassed, disciplined, or retaliated upon for reporting issues on any of the grounds listed above.
1. *Occupational Health and Safety*

The requirement is based on ILO Conventions 155 and 170, ILO Recommendations 164 and 191, the Convention on the Elimination of All Forms of Discrimination against Women, The Convention on the Rights of Persons with Disabilities, the UN Convention on the Rights of the Child and SDG 3 and 8.

Supplier shall:

* Respect the right to healthy working and living conditions of workers, without prejudice to the specific expectations set out hereunder. Vulnerable persons, such as – but not limited to – young workers, new and expecting mothers and persons with disabilities, shall receive special protection;
* Comply with national occupational health and safety legislation, or with international standards where national legislation is weak or poorly enforced;
* Train all departments and individuals on occupational health and safety regularly throughout all stages of employment, and provide information on potential occupational health and safety risks to workers;
* Take effective measures to prevent workers from having accidents, injuries, or illnesses, arising from, associated with, or occurring during work. These measures aim at minimizing, so far as is reasonable, the causes of hazards inherent within the workplace;
* Seek to improve workers’ protection in case of accident, including through compulsory insurance schemes;
* Maintain records of all health and safety incidents in the workplace and all other facilities that are provided or mandated;
* Take all appropriate measures, and obtain all relevant licenses and documentation required by national legislation, to see to the stability and safety of the equipment and buildings that are used, as well as to protect against and prepare for any foreseeable emergency. This includes residential facilities for workers when these are provided or mandated by the employer or a recruitment partner;
* Establish relevant committees, such as an Occupational Health and Safety Committee, to ensure active co-operation between management and workers, and/or their representatives for the development and effective implementation of systems that ensure a safe and healthy work environment. These committees aim to represent the diversity of the workers;
* Provide awareness to workers, and respect their right and responsibility to exit the premises and/or stop working without seeking permission in dangerous situations and uncontrolled hazards;
* Provide adequate occupational medical assistance and related facilities and provide equal access to all workers for these services. Health services (including insurance) should serve the distinctive concerns and needs of all genders and ages;
* Provide access to safe and clean drinking water, and eating and resting areas free of charge, and where applicable, provide access to cooking and food storage areas;
* Provide an adequate number of safe, separate toilets with adequate level of privacy for all genders, and paper towels and washbasins with hand soap in all work areas;
* Ensure that when residential facilities are provided or mandated, they are clean and safe, and they meet all the basic needs of the workers;
* Provide effective and tailored Personal Protective Equipment (PPE) to all workers free of charge, taking the needs of different worker categories, such as pregnant and nursing women, into consideration.
1. *Special Protection for Young Workers*

The requirement is based on ILO Conventions 79, 90, 155 and 170, ILO Recommendations 164 and 191, the UN Convention on the Rights of the Child, The Children’s Rights and Business Principles and SDG 8.

Supplier shall:

* Ensure that young persons do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals, and development, without prejudice to the specific expectations set out in this principle;
* Remove young workers from any hazardous work or sources of hazard immediately when such cases are identified, and redefine their scope of work without any loss of income;
* Tailor Occupational Health and Safety trainings schemes and programmes specific to the needs of young workers;
* Ensure that (a) the kind of work is not likely to be harmful to young workers’ health or development; (b) their working hours allow their attendance in school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programmes.
1. *Fair Remuneration*

The requirement is based on ILO Conventions 95, 102, 131 and 183, ILO Recommendations 85 and 135, the Convention on the Elimination of All Forms of Discrimination against Women, the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, and SDG 1 and 8.

Supplier shall:

* Comply, as a minimum, with wages mandated by governments’ minimum wage legislation, or industry standards approved based on collective bargaining, whichever is higher. The wages shall refer to standard working hours;
* Pay wages in a regular, timely and stable manner, and fully in legal tender. Partial payment in the form of allowance “in kind” is only accepted in line with ILO specifications;
* Provide the particulars of the wage for a pay period in written and understandable form;
* Assess the pay gap accurately, and work progressively towards the payment of a living wage that is sufficient to afford a decent standard of living for the workers and their families;
* Reflect the skills, responsibility, seniority, and education of workers in their level of wages;
* Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours;
* Ensure that workers of all genders and categories, such as migrant and local workers, receive the same remuneration for equal jobs and qualification;
* Implement deductions only under the conditions and to the extent allowed by law or fixed by collective agreement. Deduction as a disciplinary measure is not permitted;
* Correctly compensate workers for any type of paid leave to which they are legally entitled;
* Provide the workers with the social benefits that are legally granted, without negative impact on their pay, level of seniority, position, or promotion prospects.
1. *Decent Working Hours*

The requirement is based on ILO Conventions 1, 14, 30 and 106, and SDG 8.

Supplier shall:

* Ensure that workers are not required to work more than 48 standard hours per week, without prejudice to the specific expectations set out hereunder. Exceptions specified by the ILO are recognized;
* Interpret applicable national legislation, industry benchmark standards or collective agreements within the international framework set out by the ILO, and promote working hour practices that enable a healthy work-life balance for the workers;
* Only exceed the limit of hours described above in line with exceptional cases defined by the ILO, in which case overtime is permitted;
* Use overtime as an exceptional and voluntary practice, paid at a premium rate of minimum 125% of the standard rate. Overtime shall not represent a significantly higher likelihood of occupational hazards, and in no circumstance go above the limits defined under national legislation;
* Grant its workers the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply.
1. *No Precarious Employment*

The requirement is based on ILO Conventions 122, 158, 175 and 181, ILO Recommendations 122, 166, 169, 188 and 198, the Convention on the Elimination of All Forms of Discrimination against Women, the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, and SDG 8.

Supplier shall:

* Ensure that its recruitment process and employment relationships do not cause insecurity and social or economic vulnerability for its workers;
* Ensure that work is performed on the basis of a recognised and documented employment relationship, established in compliance with relevant national legislations, custom or practice, and international labour standards, whichever provides greater protection;
* Before entering employment, provide workers with understandable information in their own language and ensure that they are aware about their rights, responsibilities, and employment conditions, including working hours, remuneration and terms of payment;
* Aim at providing decent, and where relevant, flexible working conditions that also support workers, irrespective of gender, in their roles as parents or caregivers, including migrant and seasonal workers whose children may be left in their hometowns;
* Not use employment arrangements in a way that deliberately does not correspond to the genuine purpose of the law. This includes – but is not limited to – (a) apprenticeship or training schemes where there is no intent to impart skills or provide regular employment, (b) seasonality or contingency work when used to undermine workers’ protection, (c) labour-only contracting, and d) contract substitution;
* Not use subcontracting in a way that undermines the rights of workers.

**The Environment**

1. *Climate Impact*

The requirement is based on the Paris Agreement and SDG 7, 9 and 13.

Supplier shall:

* Adopt a plan to ensure that its business model and strategy are compatible with the transition to a sustainable economy and with the limiting of global warming to 1.5 °C in line with the Paris Agreement. This plan shall, in particular, identify, on the basis of information reasonably available, the extent to which climate change is a risk for, or an impact of, the operations;
* Include emission reduction objectives in its plan, in case climate change is or should have been identified as a principal risk for, or a principal impact of, the operations.
1. *Environmental Rights*

The requirement is based on the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, ILO Convention 169, the UN Declaration on the Rights of Indigenous Peoples, the UN Human Rights Council Resolution 48/13, the UN Committee on Economic, Social and Cultural Rights General Comments 12 and 15, and SDG 1, 2, 3, 5, 6, 10, 11, 14, 15 and 16.

Supplier shall:

* Not violate a people’s right to dispose of a land’s natural resources and the right to not be deprived of means of subsistence;
* Not unlawfully evict or take land, forests and waters when acquiring, developing or otherwise use land, forests and waters, including by deforestation;
* Not violate indigenous peoples’ rights to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired;
* Respect indigenous peoples’ right to free, prior and informed consent;
* Respect the right to a safe, clean, healthy and sustainable environment for surrounding communities. This right is integral to the full enjoyment of the rights to life, health, food, water and sanitation, and the latter three are part of the right to an adequate standard of living. All mentioned rights shall be respected;
* Provide information to the public, including to affected communities, on potential and actual threats to health and safety from the company’s operations;
* Pay special attention to vulnerable persons, such as – but not limited to – women, children, persons with disabilities, minorities and indigenous peoples.
1. *Environmental Impacts*

The requirement is based on the Convention on Biological Diversity, the Convention on International Trade in Endangered Species of Wild Fauna and Flora, the Minamata Convention on Mercury, the Stockholm Convention on Persistent Organic Pollutants, the Rotterdam Convention on Prior and Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, the Vienna Convention for the Protection of the Ozone Layer and its Montreal Protocol on Substances that Deplete the Ozone Layer, the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, and SDG 3, 6, 12, 14 and 15.

Supplier shall:

* Comply with national environmental legislation or with international standards where national legislation is weak or poorly enforced;
* Not use raw materials from species that are listed in CITES or as critically endangered, endangered or vulnerable on the IUCN Red List of Threatened Species;
* Seek to source raw materials and crops that are third-party verified, to ensure more sustainable farming and forestry practices;
* Not use chemicals with hazardous substances[[1]](#footnote-2);
* Assess its chemical use and substitute with better available chemicals and alternative processes which reduce risks to people and the environment or enhance resource efficiency;
* Dispose of all hazardous waste through an authorized company or licensed receiver, where such services are available;
* Reduce its use of virgin raw materials and its impact on the environment by showing continuous improvement in optimization of raw material usage, increasing recycling and re-use of raw material and actively offer solutions in line with a circular economy;
* Take measures to reduce water use. For facilities using water only for taps, toilets and cooling, it is sufficient to ensure implementation of water efficient equipment;
* Reduce or eliminate air emissions that pose a hazard to the environment;
* Maintain valid permits.

**Business Ethics**

The requirement is based on the UN Convention against Corruption, the anticipated UN Tax convention, the United Nations Set of Principles on Competition and SDG 8, 12, 16 and 17.

Supplier shall:

* Not take part in any act of corruption, extortion or embezzlement, nor in any form of bribery including – but not limited to – the promising, offering, giving or accepting of any improper monetary or other incentive;
* Not take part in improper involvement in local political activities or illegal campaign contributions;
* Keep accurate information regarding its activities, structure and performance, and disclose these in accordance with applicable regulations and industry benchmark practices to enhance transparency of its activities;
* Not falsify, or participate in falsifying any information or in any act of misrepresentation in the supply chain;
* Provide awareness to the workers about the policies, controls, programmes and measures against unethical behaviour, and promote compliance within the company through trainings and communication;
* Refrain from contributing to governments losing substantial corporate tax revenue through international tax planning that has the effect of artificially shifting profits to locations where they are subject to non-taxation or reduced taxation, even if the acts are technically legal;
* Not take part in abuse of dominance and monopolisation including – but not limited to – cartels and anti-competitive agreements. Avoid contributing to ‘winner-take-all’ dynamics in markets where there are new drivers of market concentration and power, and especially where the market concentration may also have a negative impact on consumers’ human rights;
* Collect, use, and otherwise process personal information (including that from workers, business partners, customers and consumers in its sphere of influence) with reasonable care. The collection, use and other processing of personal information must comply with privacy and information security laws and regulatory requirements.

**2. Zero Tolerance Deviations**

Forced labour, child labour, occupational health and safety risks where there is a danger to life, serious environmental harm, grand corruption and attacks on environmental and human rights defenders are zero tolerance deviations.

Serious environmental harm is defined as damage caused by polluting activities that have a significant negative impact on people, species and habitat. The severity of the activity depends on the degree, duration and reversibility related to it.

Grand corruption is defined as a systematic or well-organised plan of action involving high-level public officials that causes serious harm, such as gross human rights violations.

1. To be defined. [↑](#footnote-ref-2)