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ICS Codes of  
Conduct

2018

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# ICS Social Code of Conduct

Every member of the Initiative Clause Sociale – see [www.ics-asso.org](http://www.ics-asso.org) for the list of members- expects from its suppliers that they respect the ICS Social Code of Conduct (hereinafter defined as ‘this Code’), being heard that **THIS CODE CAN BE COMPLETED BY THE RETAILER’S OWN CODE OF CONDUCT**. This Code is based on the Human Rights Principles and on the main ILO conventions and recommendations (see the list at the end of the document). By signing this Code, the supplier undertakes to conform to it and to obtain from his own subcontractors and partners that they also commit to it.

## Management system, transparency and traceability

1. The supplier shall put in place an efficient internal management system to ensure that:
  - a. all employment relationships are acknowledged and documented (in accordance with national laws, customs and practices and international employment standards) from the time of recruitment until the end of the employment contract; particularly in the case of employees with a special status: young employees, immigrants, national migrants, seasonal workers, homeworkers, piece workers, interns or apprentices, contract workers, temporary workers, etc.;
  - b. all the company’s sales and management activities are carried out transparently and correctly recorded in the company’s registers;
  - c. the principles set forth in this Code are circulated and applied consistently within the supplier’s organisation;
  - d. the supplier shall detect all acts which breach the principles of this Code, determine the underlying causes of problems identified and implement measures to deal with such acts effectively in accordance with national laws, customs and practices and international employment standards;
  - e. the persons in charge of applying this Code and more generally the associated legal aspects concerning employment law, security and the environment are informed and trained;
  - f. action is taken against all forms of corruption, extortion, embezzlement and bribery;
  - g. its impact on the surrounding community, natural resources and the environment in general is analysed so that the necessary procedures can be put in place to prevent and minimise the negative effects connected with the partner’s operations;
  
2. The supplier undertakes to circulate the principles of this Code to its entire supply and sub-contracting chain:
  - a. The supplier shall disclose to the ICS client, before any order is placed by the client, a list of the factories belonging to the supplier and its sub-contractors (companies authorised by the supplier to handle all or part of the final production supposed to be produced by the supplier). ICS clients do not permit their orders to be produced in a factory which does not comply with this Code. Once the ICS client has confirmed an order, the supplier is not authorised to change the previously disclosed list of factories or sub-contractors. If it is necessary for any reason to change the list of supplier and sub-contractor factories, written agreement shall be obtained from the ICS client.
  - b. The supplier shall check that the factories or sub-contractors identified in the ICS client’s production chain comply with the principles of this Code.
  - c. If the supplier becomes aware of breaches of the principles of this Code in its supply and sub-contracting chain, it shall immediately inform the ICS client and shall undertake to implement a corrective action plan for the supplier/sub-contractor concerned. If the supplier/sub-contractor refuses to cooperate, the supplier shall undertake to terminate its collaboration with the supplier/sub-contractor concerned.



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## Minimum age, Child labour and Young workers

3. The supplier shall comply with the national minimum age for admission to employment or work in any occupation which should not be less than the age for completing compulsory schooling and, in any case, not be inferior to 15 years old. If however, the local legal minimum age is set at 14 years of age in accordance with ILO Convention 138 developing country exceptions, this lower age may apply.
4. The supplier shall neither recruit nor exploit children in any way. If children are found on production site, (except in a childcare room), the supplier shall seek a sensitive and satisfactory solution that puts the best interests of the child first.
5. The supplier shall not employ young workers under the age of 18 years old at night, or in conditions which could jeopardize their health, their safety or their moral integrity, and/or which could harm their physical, mental, spiritual, moral or social development in accordance with ILO Convention 182.

## Forced labour

1. All work must be conducted on a voluntary basis, and not under threat of any penalty or sanctions.
2. The use of forced or compulsory or unpaid labour in all its forms, including prison labour when not in accordance with Convention 29, and unpaid overtime work, is prohibited.
3. The supplier shall not require workers to make unreasonable deposits/financial guarantees and shall not confiscate identity documents off any worker (such as passports, identity cards, etc.). No abusive delayed payment of wages shall occur.
4. Bonded labour is prohibited. The supplier shall not use any form of bonded labour nor permit or encourage workers to incur debt through recruitment fees or other means.
5. Indentured labour is prohibited. The supplier shall respect the right of workers to terminate their employment after legal notice. The supplier shall respect the right of workers to leave the workplace and factory after their shift.

## Non-Discrimination

1. The supplier shall respect equal opportunities in terms of recruitment, compensation, access to training, promotion, termination or retirement.
2. The supplier shall not engage in, support or tolerate discrimination in employment including recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of gender, age, religion, marital status, race, caste, social background, diseases, disability, pregnancy, ethnic and national origin, nationality, membership in worker organisations including unions, political affiliation, sexual orientation, or any other personal characteristics.



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3. The supplier shall base all terms and conditions of employment on an individual's ability to do the job, not on the basis of personal characteristics or beliefs.

## **Disciplinary practices, harassment and abuse**

1. The supplier shall treat all workers with respect and dignity.
2. The supplier shall not engage in or tolerate bullying, harassment or abuse of any kind.
3. The supplier shall establish written disciplinary procedures and shall explain them in clear and understandable terms to their workers. All disciplinary actions shall be recorded.

## **Freedom of association and grievance mechanisms**

1. Workers have the right to join or form trade unions of their own choosing and to bargain collectively, without prior authorisation from supplier's management. The supplier shall not interfere with, obstruct or prevent such legitimate activities.
2. Where the right to freedom of association and collective bargaining is restricted or prohibited under law, the supplier shall not hinder alternative forms of independent and free workers representation and negotiation, in accordance with ILO conventions.
3. The supplier shall not discriminate against or otherwise penalise worker representatives or trade union members because of their membership in or affiliation with a trade union, or their legitimate trade union activity in accordance with ILO conventions.
4. The supplier shall give internal worker representatives access to the workplace in order to carry out their representative functions in accordance with ILO conventions.
5. The supplier shall make all possible efforts to maintain or participate in an effective information feedback and grievance mechanism at operational level to be able to respond to individuals and communities.

## **Working hours and overtime**

1. The supplier shall set working hours that comply with national laws and ILO conventions, whichever affords greater protection to ensure the health, safety and welfare of workers.
2. The supplier shall respect that the standard allowable working hours in a week are 48, excluding overtime. Workers shall not be required to work in excess of 48 hours per week on a regular basis.
3. Overtime shall be voluntary and shall not exceed 8 (eight) hours per week and shall not be requested on a regular basis.
4. The supplier shall respect all workers' right to at least one rest day in every 7 (seven) days period as well as annual paid leave period and public national and local holidays as per local regulations.



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## Remuneration and benefits

1. The supplier must compensate its workers by providing wages, overtime pay, benefits and paid leave which respectively meet or exceed legal minimum and/or industry benchmark standards and/or collective agreements, whichever is higher.
2. Acknowledging the fundamental nature of remuneration for workers and those who are dependent on them, ICS expects that the supplier shall not consider the legal minimum wage as an end in itself, but as a mere threshold not to be reached but to be exceeded, the goal sought being that this remuneration should be able to cover basic needs whilst guaranteeing a discretionary income.
3. The supplier shall always compensate all workers for all overtime at a premium rate, as required by law and, where applicable, by contractual agreement.
4. The supplier shall provide all legally required benefits, including paid leave, to all workers.
5. The supplier shall not make any deductions from wages which are unauthorised or not provided for by national law. The supplier shall not make any deduction from wages as a disciplinary measure.
6. The supplier shall provide all workers with written and understandable information about their employment conditions, including wages, before they enter into employment; and about details of their wages for the pay period concerned each time they are paid.
7. Work performed must be on the basis of a recognised employment relationship established in compliance with national legislation and ILO conventions, whichever affords the greater protection.
8. Labour-only contracting, sub-contracting or homeworking arrangements, apprenticeship schemes where there is no real intent to impart skills or provide regular employment, excessive use of fixed term contracts of employment, or any comparable arrangements shall not be used to avoid obligations to workers under labour or social security laws and regulations arising from the regular employment relationship.

## Health and safety

Provisions under Health and safety shall be further defined to cater for specific conditions and related hazards pertaining to different industries, in accordance with the relevant applicable Health & Safety principles:

1. The supplier shall provide safe and clean conditions in all work and residential facilities and shall establish and follow a clear set of procedures regulating occupational health and safety.
2. The supplier must take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Appropriate and effective personal protective equipment shall be provided as needed.
3. The supplier shall provide access to adequate medical assistance and facilities.



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4. The supplier shall provide all workers with access to clean toilet facilities and to drinkable water and, if applicable, sanitary facilities for food preparation and storage.
5. The supplier shall ensure that residential facilities for workers, where provided, are clean and safe.
6. The supplier shall assign the responsibility for health and safety to a senior management representative.
7. The supplier shall provide regular and recorded health and safety training to workers and management, and such training shall be repeated for all new or reassigned workers and management.
8. The supplier shall provide adequate safeguards against fire, and shall ensure the strength, stability and safety of buildings and equipment, including residential facilities where provided.
9. The supplier shall undertake sufficient training of workers and management in waste management, handling and disposal of chemicals and other dangerous materials.

## ANNEX

The supplier is required to comply with:

- i. OECD Guidelines for Multinational Enterprises, 2011.
- ii. UN Guiding principles on business and human rights, 2011
- iii. International conventions on fundamental human rights:
  - The International Covenant on Civil and Political Rights, 1966
  - The International Covenant on Economic, Social and Cultural Rights, 1966
  - The Convention on the Elimination of All Forms of Discrimination against Women, 1980
  - The Convention on the Rights of the Child, 1990
  - The Convention on the Rights of Persons with Disabilities, 2007
- iv. Fundamental international labour standards as defined by the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up:
  - C87, Freedom of Association and Protection of the Right to Organise Convention, 1948
  - C98, Right to Organise and Collective Bargaining Convention, 1949
  - C29, Forced Labour Convention, 1930
  - C105, Abolition of Forced Labour Convention, 1957
  - C138, Minimum Age Convention, 1973
  - C182, Worst Forms of Child Labour Convention, 1999
  - C100, Equal Remuneration Convention, 1951
  - C111, Discrimination (Employment and Occupation) Convention, 1958



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- i. Other applicable international labour standards, such as:
  - The ILO call for Decent Work
  - C1, Hours of Work (Industry) Convention, 1919
  - C14, Weekly Rest (Industry) Convention, 1921
  - C95, Protection of Wages Convention, 1949
  - C131, Minimum Wage Fixing Convention, 1970
  - C135, Workers' Representatives Convention, 1971
  - C155, Occupational Safety and Health Convention, 1981
  - C161, Occupational Health Services Convention, 1985
  - R85, Protection of Wages Recommendation, 1949
  - R116, Reduction of Hours of Work Recommendation, 1962
  - R135, Minimum Wage Fixing Recommendation, 1970
  - R164, Occupational Safety and Health Recommendation, 1981
  - R184, Home Work Recommendation, 1996
  - R190, Worst Forms of Child Labour Convention Recommendation, 1999
  
- ii. Applicable national and/ or local legislation.
  - The provisions of this Code constitute minimum and not maximum standards.
  - This Code shall not be used to prevent international labour standards or national and/or local legislations from being exceeded.



# ICS Environmental Code of Conduct

Every member of the Initiative Clause Sociale – see [www.ics-asso.org](http://www.ics-asso.org) for the list of members- expects from its suppliers that they respect the ICS Environmental Code of Conduct (hereinafter defined as ‘this Code’), being heard that the latter can be completed by the retailer’s own code of conduct. By signing this code, the supplier undertakes to conform to it and to obtain his own subcontractors and partners that they also act.

## Environmental Management System

1. The supplier shall put in place an efficient internal management system to ensure that:
  - a. The principles set forth in this Code are circulated and applied consistently within the supplier’s organisation;
  - b. The supplier can detect all acts which breach the principles of this Code, determine the underlying causes of problems identified and implement measures to deal with such acts effectively in accordance with national laws, customs and practices and international employment standards.
2. The supplier undertakes to circulate the principles of this Code to its entire supply and sub-contracting chain:
  - a. The supplier shall disclose to the ICS client, before any order is placed by the client, a list of the factories belonging to the supplier and its subcontractors (companies authorised by the supplier to handle all or part of the final production supposed to be produced by the supplier). ICS clients do not permit their orders to be produced in a factory which does not comply with this Code. Once the ICS client has confirmed an order, the supplier is not authorised to change the previously disclosed list of factories or sub-contractors. If it is necessary for any reason to change the list of supplier and sub-contractor factories, written agreement shall be obtained from the ICS client.
  - b. The supplier shall check that the factories or subcontractors identified in the ICS client’s production chain comply with the principles of this Code.
  - c. If the supplier becomes aware of breaches of the principles of this Code in its supply and sub-contracting chain, it shall immediately inform the ICS client and shall undertake to implement a corrective action plan for the supplier/subcontractor concerned. If the supplier/sub-contractor refuses to cooperate, the supplier undertakes to terminate its collaboration with said supplier/sub-contractor.
3. The supplier shall put in place an efficient internal environmental management system to ensure that:





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- a. The factory has a system in place to manage basic environmental structure, with defined management responsibilities and environmental management controls;
- b. The persons in charge of applying this Code are aware and understand significant negative and positive environmental aspects and impacts;
- c. The persons in charge of applying this Code are aware and understand applicable legal requirements;
- d. Mechanisms are in place to ensure that the persons in charge of applying this code are up-to-date with applicable local legal requirements;
- e. A member of management is responsible for the coordination of environmental management activities;
- f. All members of personnel are informed and trained on environmental and health issues and hazards according to their function.

## **Energy Use, Transport and Greenhouse Gases**

1. The supplier shall ensure compliance with local legal requirements as well as with relevant and up-to-date permits on energy use, transport and greenhouse gases emissions.
2. The supplier shall track its energy consumption and calculate its greenhouse gases emissions including fuel use for on-site transport.

## **Water use**

1. The supplier shall ensure compliance with local legal requirements as well as with relevant and up-to-date permits on water use.
2. The supplier shall measure its water consumption.

## **Wastewater and wastewater effluent**

1. The supplier shall ensure compliance with local legal requirements as well as with relevant and up-to-date permits on wastewater and wastewater effluent.
2. The supplier shall ensure that a drainage plan is in place.
3. The supplier shall have a general understanding of its wastewater flow direction and discharge points.



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4. The supplier shall identify the contaminants, their flow direction and potential impact.

## **Emissions to air and Ozone Depleting Substances (ODS)**

1. The supplier shall ensure compliance with local legal requirements (including monitoring) as well as with relevant and up-to-date permits on emissions to air and ozone-depleting substances.
2. The supplier shall maintain an inventory of main point source emissions to air and of ozone-depleting substances as well as take into consideration the potential for fugitive emissions.
5. The supplier shall ensure regular maintenance of ozone-depleting substances containing equipment.

## **Waste management**

1. The supplier shall ensure compliance with local legal requirements as well as with relevant and up-to-date permits on waste management.
2. The supplier shall regularly check that waste contractors have appropriate permits.
3. The supplier shall ensure that:
  - a. Inventory, management, storage and transportation procedures for hazardous waste streams are in place;
  - b. No on-site waste burning or uncontrolled waste landfilling is undertaken;
  - c. Hazardous and non-hazardous waste is segregated;
  - d. Employees are aware of and trained on handling and segregation of waste;
  - e. Records of on-site and off-site waste disposal and treatment are maintained.

## **Pollution prevention, hazardous and potentially hazardous substances**

1. The supplier shall ensure compliance with:
  - a. Local legal requirements on pollution prevention, hazardous and potentially hazardous substances;
  - b. Relevant and up-to-date permits on pollution prevention, hazardous and potentially hazardous substances;
  - c. International prohibited chemicals list (e.g. for agrichemicals from World Health Organisation WHO).
2. The supplier shall maintain an inventory of hazardous substances used and stored as well as relevant up-to-date Material Safety Data Sheets (MSDS).



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3. The supplier shall ensure that:
  - a. Specific procedures and controls are in place for the management, storage and transportation of all hazardous substances in order to minimize potential for air, water, soil and groundwater impacts;
  - b. All relevant employees are trained on pollution prevention and response;
  - c. Incidents are notified to the authorities as required by applicable permits and legislation.

## **Major incident prevention and management**

1. The supplier shall ensure compliance with local legal requirements as well as with relevant and up-to-date permits on major incident prevention and management.
2. The supplier shall ensure that:
  - a. A site emergency plan is in place with detailed guidelines and training for major incident response, according to the risks of activities undertaken on-site;
  - b. An emergency response plan is communicated as required to local authorities and emergency services as well as to local communities.