

MartinJenkins Supplier Code of Practice

Purpose and overview

- 1 For 30 years, MartinJenkins has been a trusted adviser to clients in the government, private, and non-profit sectors in Aotearoa New Zealand and internationally. Our services include organisational performance, employment relations, financial and economic analysis, economic development, research and evaluation, data analytics, engagement, and public policy and regulatory systems. Our services help make Aotearoa New Zealand a better place.
- 2 It is important that we maintain operational integrity and conduct our business with the highest standards of social, labour and ethical conduct.
- 3 We seek to engage and collaborate with Suppliers who share our commitment and approach to conducting business. We expect our Suppliers to conduct their work in accordance with the minimum standards set out in this Code and fully comply with all applicable laws and regulations when conducting business with MartinJenkins.
- 4 Where practical, we encourage Suppliers to go beyond legal compliance, drawing upon internationally recognised standards, in order to advance social, labour and business ethics.

Scope

- 5 This Code is a total supply chain initiative. Suppliers must require, at a minimum, its next tier of suppliers, sub-contractors and related entities to acknowledge, implement and comply with the Code.
- 6 This Code establishes standards to ensure that working conditions at MartinJenkins and its supply chain are safe, that workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.

Interpretation

- 7 In this Code:
 - **we, us** or **our** means or refers to a member of Martin, Jenkins and Associates Limited;
 - **Code** means this code, as amended from time to time;
 - **Supplier** means a person or organisation who supplies products and/or services to us;
 - **MartinJenkins** means Martin, Jenkins and Associates Limited;
 - **Worker** and **workers** are every person working in the MartinJenkins supply chain and includes employees, contractors, agency, migrant, student, and temporary staff of the Supplier, its contractors, and relevant related entities.



Labour and human rights

Human rights

- 8 Human rights are the basic rights and freedoms to which all human beings are entitled, like civil and political rights; the right to life and liberty; freedom of thought and speech/expression; equality before the law; social, cultural and economic rights; the right to food; the right to work; and the right to education.
- 9 MartinJenkins supports the protection of human rights and is guided by principles such as those in the UN Global Compact, the United Nations Universal Declaration of Human Rights, UN Convention on the Rights of the Child, the International Labour Organisation (ILO) Core Conventions, New Zealand Bill of Rights Act and Human Rights Act.

These international treaties and conventions prohibit practices such as torture, slavery and unfair detention, and support workers' rights such as the right to do a job, to a fair wage for their work and to join a trade union.

- 10 We require our suppliers to meet the legal requirements to maintain human rights within the jurisdiction within which they operate and encourage our Suppliers to embrace international standards relating to human rights.

Labour rights

- 11 Suppliers must respect the labour rights of their workers. As a minimum, Suppliers must:
 - a **Anti-discrimination:** Maintain a workplace free of unlawful discrimination and not engage in or permit discrimination in hiring and employment practices or harassment based on race, ethnicity, national origin, age, gender, sex, sexual orientation, gender identity, disability, genetics, pregnancy, religion, political affiliation, union membership or marital status or any other reason.
 - b **Bullying and harassment:** Ensure workers are not exploited or subjected to abuse of any kind, including psychological, physical, sexual or verbal abuse. Intimidation, threat, bullying or harassment is not tolerated.
 - c **Freedom of association:** Respect the rights of all workers to associate freely on a voluntary basis, seek representation, join or not join labour unions and bargain collectively as they choose in accordance with New Zealand law.
 - d **Wages and benefits:** Ensure compensation paid to workers complies with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.
 - e **Working hours:** Ensure working hours, including voluntary overtime work, and the granting of leave of any form, are in accordance with applicable law. Workers must not work more hours in one week than allowable under applicable law. Overtime is to be voluntary, compensated at a legal rate and must be provided under safe and healthy working conditions.



- f **Forced and compulsory labour:** Not use any form of forced, bonded, compulsory labour, slavery or human trafficking. Suppliers must not require workers to surrender any government issued identification, passport or work permit or other personal document as a condition of employment. Workers must not be required to pay employers' or agents' recruitment or any other fee for their employment.
- g **Child and underage labour:** Meet New Zealand legal minimum labour age permitted by the law of the country or countries where the performance, in whole or in part of the contract, takes place. Child labour is strictly prohibited.
- h **Non-retaliation policy:** Ensure workers are not subject to discrimination or termination of contract in retaliation for exercising employee rights, labour rights, submitting grievances, participating in union activities, or reporting suspected legal violations.

Allow all workers to communicate openly with management regarding working conditions and human rights without fear of reprisal, intimidation or harassment in accordance with New Zealand law and in any event in a manner that respects basic rights or open communication, direct engagement and human and equitable treatment.
- i **Right to work:** Ensure only workers who are legally authorised to work are engaged. Suppliers must be responsible for validating their workers' eligibility to work through appropriate documentation.
- j **Agreements in native languages:** As part of the hiring/contracting process, provide workers with a written employment agreement in their native language that contains a description of terms and conditions of engagement.
- k **No premiums:** There must be no premiums charged for employment, no fees for supporting New Zealand work visas. Any transaction undertaken with a worker, such as rent for provided accommodation, must be at market, competitive rates, freely agreed to by the worker without coercion and clearly documented.

Health and safety

- 12 Suppliers must ensure the health and safety of all workers and ensure compliance with all applicable health and safety laws.
- 13 Suppliers must develop and maintain sound health and safety management policies, practices and management systems that are designed to promote the health of workers, reduce work-related injuries and illness, and ensure the safety and quality of products and services specified in the supply agreement.
- 14 Suppliers must make a copy of their health and safety policies available to all workers and provide all works with appropriate workplace health and safety training

Environmental sustainability

- 15 Suppliers must conduct their business in accordance with all applicable laws and regulations regarding the protection and preservation of the environment.



- 16 Suppliers must maintain and comply with all required environmental permits, approvals and registrations.
- 17 **Minimisation of resource use and waste generation:** Suppliers are expected to actively reduce their consumption of energy, water, and natural resources, and are also expected to actively reduce harmful waste and emissions including ozone depleting chemicals and carbon dioxide.

Business integrity

- 18 Suppliers must handle all business dealings and transactions with the highest standards of integrity, transparency and honesty.
- 19 **Bribery and corruption, and fair competition and trade controls:** Suppliers and workers must conduct business in accordance with all applicable laws, including those related to competition, fair trading, privacy, security, anti-bribery and corruption, anti-money laundering and countering the financing of terrorism. Bribery, abuse of power, extortion, fraud, deception, collusion, cartels and embezzlement are all forms of corruption.
- 20 **Intellectual property:** Suppliers must respect third party intellectual property rights, including implementing and maintaining proper controls to protect MartinJenkins' brand and intellectual property against misuse and damage.
- 21 **Conflicts of interest:** Suppliers are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers are expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises.

Management systems

- 22 **Document compliance:** Suppliers must create and maintain documents and records to ensure Code compliance and compliance with New Zealand law. MartinJenkins will assist in developing templates for compliance reporting.

Suppliers must also communicate Code requirements to their suppliers and monitor supplier compliance with the Code. Suppliers are required to disclose their list of suppliers quarterly that are relevant to the services supplied to MartinJenkins.

At a minimum, Suppliers are required to have a regularly updated list of workers engaged at each level of the supply chain by employer, employment type, training and qualifications, visa type and duration and any conditions placed on that visa.

- 23 **Provide workers with confidential means to report Code violations:** Suppliers must implement and maintain policies and processes to enable workers to report Code violations, maintain whistle-blower confidentiality and protect whistle-blowers from retaliation and victimisation.
- 24 **Annual review, monitor and update policies and practices:** Suppliers must annually review, monitor and update their policies, processes and business operations to ensure consistency with this Code.



- 25 **Training:** Suppliers to provide programmes for training managers and workers to implement this Code.
- 26 **Process to correct non-compliance:** Suppliers must meet the standards in the Code. Where standards are not met, Suppliers must establish clear goals toward meeting the standards set in the Code within an agreed time period and actively review, monitor and update policies, processes and business operations to ensure they facilitate continuous improvement.
- 27 **Self-assessments and/or declaration:** Suppliers may be asked to undertake periodic self-evaluations and/or declarations to ensure conformity to content of the Code.
- 28 **Management accountability and responsibility:** MartinJenkins and Suppliers to clearly identify senior executive and company representative(s) responsible for ensuring implementation of policies, processes and business operations. MartinJenkins executive directors to review the status of the management system on a regular basis.
- 29 **Risk assessment and risk management:** Suppliers to identify legal compliance, environmental, health and safety and labour practice and ethics risks associated with their operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

Audit and enforcement

- 30 MartinJenkins may review and audit the Supplier's compliance with this Code. At MartinJenkins' request, the Supplier must provide MartinJenkins, or its nominated representative, with all documentation, information and assistance as reasonably required in connection with such review or audit (including access to any relevant premises, facilities, personnel and systems involved in the performance of Supplier's contract with MartinJenkins). MartinJenkins will work collaboratively with the Supplier to respond to the information requests of a review and audit.

MartinJenkins will work with the Supplier to resolve issues identified in a review and audit but reserves the right to terminate contracts with Suppliers for significant or repeated breaches of this Code. This Code supplements (and does not override) the specific requirements in our contracts.

- 31 If MartinJenkins considers a Supplier is not complying with this Code, MartinJenkins may by written notice:
 - a Advise the Supplier of that non-compliance, in which case the Supplier must establish clear goals toward meeting the standards set in the Code within an agreed time period and actively review, monitor and update policies, processes and business operations to ensure they facilitate continuous improvement.
- 32 If MartinJenkins is not satisfied with the processes to remediate non-compliance, MartinJenkins may without any liability to the Supplier, immediately
 - a Suspend or cancel the Supplier's supply of any goods or services to MartinJenkins, including suspending the payment of any associated invoices, until that non-compliance is remedied to MartinJenkins' satisfaction, or



- b Terminate any or all of the Supplier's contracts with MartinJenkins.

The rights set out in this section are in addition to any rights set out in the Supplier's contracts with MartinJenkins.

33 In conducting any audit or review, MartinJenkins will:

- a Treat any information received by MartinJenkins in connection with that audit as confidential information in accordance with MartinJenkins' contract with the Supplier
- b Give the Supplier at least 5 business days' prior written notice, unless a different period is agreed, or the nature and severity of potential non-compliance requires a shorter notice period
- c Conduct any on-site audit activities during normal business hours, in a manner that does not unreasonably disrupt the Supplier's business operations and in accordance with the Supplier's reasonable security requirements
- d Not audit a Supplier more than once in any 12-month period unless the preceding audit identified a non-compliance, and
- e Conduct such audits at MartinJenkins' cost unless the audit identifies a non-compliance with this Code.

The rights set out in this section are in addition to any rights set out in the Supplier's contracts with MartinJenkins.

Update and review

34 This Code has a focus on labour and human rights, and on business ethics.

35 MartinJenkins is committed to obtaining regular input from stakeholders in the continued development and implementation of this Code and may revise the Code regularly as a result.

Owned by:	Suzanne Carter, General Manager Corporate Services
Reviewed by:	Sarah Baddeley, Executive Director
Approved by:	Allana Coulon, Managing Director
Due for next review:	At least every 2 years

