



Supplier Code of Conduct

Vancouver Community College

1. Introduction

Vancouver Community College (VCC) is committed to ethical sourcing practices, which are legally compliant, socially responsible, and reduce impact on the environment. VCC expects its suppliers to be committed to the same practices.

The VCC **Supplier Code of Conduct** (the “Code”) outlines the expectations and obligations for suppliers and their subcontractors that respond to bid solicitations and that enter into Contracts to provide goods and services to VCC.

2. Purpose

VCC has the responsibility to conduct procurement activities openly, fairly and transparently to maintain the trust of suppliers and the Canadian public. In Canada, fairness, openness, and transparency in procurement related activities are assured through compliance with various acts, regulations, policies, international instruments adopted by Canada, Canada's international and domestic trade agreements, and labour cooperation agreements. In addition, specific reporting obligations have been established for certain organizations by the [Fighting Against Forced Labour and Child Labour in Supply Chains Act \(Canada\)](#).

VCC requires its suppliers and their subcontractors to operate lawfully and expects them to conduct their activities in a socially and environmentally responsible manner by, at a minimum, meeting the expectations and obligations outlined in the Code.

3. Definitions

See [Appendix A: Glossary of terms](#)

4. Application

The Code applies to all suppliers and their subcontractors who respond to bid solicitations and who enter into contracts to provide goods and services to VCC.

VCC requires suppliers to share the expectations set forth in the Code with their subcontractors.

5. Compliance with Applicable Law and Regulations

In responding to VCC bid solicitations and fulfilling the terms of their contracts, suppliers and their subcontractors are required to comply with all Applicable laws and regulations.

6. Ethics and Professionalism

Suppliers must respond to bid solicitations and requests for supply arrangement in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the bid/offer/arrangement or contract documents. Suppliers may submit bids/offers/arrangements and enter into contracts only if they are able to fulfill all stipulated obligations. Furthermore, suppliers and their subcontractors have a duty of good faith and honest performance in the performance of contracts.

7. Conflict of Interest

By submitting a bid/offer/arrangement, suppliers warrant that no real, apparent or perceived conflict of interest exists or is likely to arise in the performance of the contract. If suppliers become aware of any matter that causes or may cause a conflict of interest, they must immediately disclose the matter to the contracting authority in writing.

8. Environmental Protection

Suppliers and their subcontractors have a key role to play in advancing VCC's environmental objectives by providing goods and services that have a lesser or reduced impact on the environment. Key environmental considerations include reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste reduction, reduction of plastics and packaging, and reduction of hazardous waste.

9. Abuse and Harassment

Suppliers and their subcontractors will ensure that all their interactions with their workers uphold the principles of dignity and respect. Physical, sexual, verbal harassment and/or violence, bullying, teasing or other aggressive behaviour are strictly prohibited. Suppliers and their subcontractors are expected to foster and encourage a positive, harmonious, and professional work environment in their interactions with their workers. These principles apply equally to interactions with the VCC Community.

10. Human Rights and Labour Standards

VCC expects suppliers to respect workers' labour and human rights in their main operations and their supply chains, including:

10.1 Terms of Employment

Suppliers and their subcontractors are expected to provide workers with a written or otherwise enforceable employment contract outlining the terms of employment, in a language understood by the employee.

10.2 Wages and Benefits

Suppliers and their subcontractors must pay at least the legal minimum and overtime wages for hours worked, and wages must be paid directly to the worker or to a worker-controlled account. In addition, workers must not be charged any recruitment fees or related costs.

10.3 Regular Working Hours and Overtime Hours

If overtime is necessary, suppliers and their subcontractors must inform workers of such employment precondition prior to the time of hire, in advance of the overtime shift, and they must ensure workers are given the option to refuse to work overtime without punishment, penalty or disciplinary action.

10.4 Health and Safety

Suppliers and their subcontractors must ensure a safe and healthy environment for their workers. This will include such things as ensuring that the work they do will be in compliance with Applicable law and regulations regarding health and safety, providing ongoing health and safety training for all their workers to ensure they understand how to perform their jobs safely, providing the proper equipment and establishing clear procedures for incident reporting.

10.5 Discrimination

Suppliers and their subcontractors must not engage in discriminatory hiring and employment practices that are against the Applicable law and regulations in their respective operating jurisdiction. For greater certainty, for those operating in British Columbia, suppliers and their subcontractors must not engage in discriminatory hiring and employment practices based on Indigenous identity, race, nationality or ethnicity, colour, religion, age, sex (including maternity, pregnancy and the possibility of pregnancy), sexual orientation, gender (including gender identity or expression), marital status, family status, genetic characteristics, physical or mental disability, language, or conviction of any criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

10.6 Freedom of Association and Collective Bargaining

If applicable, suppliers and their subcontractors are expected to respect their workers rights to join or form trade unions of their own choosing and to bargain collectively with their employer.

10.7 Safe Disclosure Mechanism

Suppliers and their subcontractors are expected to provide an anonymous and confidential method for all workers to raise concerns to senior management without fear of retaliation.

11. Indigenous Rights

Suppliers and their subcontractors will respect the rights and freedoms of the Indigenous Peoples in their jurisdiction. If VCC has engaged a supplier on a project, initiative or any other activity that impacts upon Indigenous rights or title or involves taking proactive steps to support Reconciliation, the supplier and their subcontractor(s) are expected to work with and support VCC in these efforts.

12. Human Trafficking, Forced Labour and Child Labour

The Government of Canada is committed to upholding the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime. In addition to the commitments that follow, the supplier will provide reasonable cooperation and information to assist VCC in completing any reports required by law, and such other publications as VCC produces to raise awareness of forced labour, human trafficking, and child labour.

12.1 Human Trafficking

Suppliers and their subcontractors will not engage in any form of human trafficking activities.

12.2 Forced Labour

Suppliers and their subcontractors will ensure that goods they produce, procure, or import are not produced, in whole or in part, by forced labour. This applies to all goods, regardless of their country of origin.

12.3 Child Labour

Suppliers and their subcontractors will ensure that goods they produce, procure, or import are not produced, in whole or in part, with child labour. With limitation, this requires that all workers must be of at least the legal minimum age based on the applicable laws and regulations. Workers under the age of 18 must not perform hazardous work that may jeopardize their health or safety. Hazardous work includes work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights or in confined spaces; work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads; work which may expose children to an unhealthy environment; work under difficult conditions, including long hours of work or work where the child is unreasonably confined to the premises of the employer.

13. Compliance and Implementation

VCC expects all its suppliers to adhere to the Code and actively strive to meet VCC standards. VCC believes in cooperation and is willing to work with its suppliers to improve compliance where necessary.

VCC may require that suppliers provide details on factory and production facility locations of suppliers and subcontractors and may make this information publicly available (i.e. annual reports, website postings, etc.).

VCC reserves the right to ask for proof of compliance with all applicable laws and regulations concerning labour, health, safety, and environmental matters, and may inspect working conditions, at any time (or request independent verification of compliance). Suppliers must maintain current and sufficiently detailed records to substantiate their compliance with the Code and VCC may ask that they are independently verified at the supplier's expense.

Suppliers or subcontractors are required to promptly notify their VCC contact if they become aware of any potential non-compliance with the Code.

VCC will collaborate with suppliers to address any potential non-compliance with the Code, and ensure expectations are clearly understood to resolve any issues.

If suppliers or their subcontractors are unable or unwilling to comply with the Code, VCC reserves the right to take appropriate actions, including but not limited to seeking more information, deeming a bid non-responsive, terminating the contract for default, or suspending or cancelling the supply arrangement.

Appendix A: Glossary of terms

The terms defined in Appendix A are used throughout the Code in capitalized and uncapitalized forms.

Applicable laws and regulations

means all national, local and other applicable laws and regulations that apply to the performance of the Contract, including laws and regulations of the country where the good is produced or service provided.

Child labour

has the same meaning as defined under the [Fighting Against Forced Labour and Child Labour in Supply Chains Act \(Canada\)](#).

Code

means this Supplier Code of Conduct.

Contract

means a legally binding agreement between VCC and a supplier to provide goods or services to VCC.

Contracting authority

means the person authorized to enter into a contract on behalf of VCC.

Forced labour

has the same meaning as defined under the [Fighting Against Forced Labour and Child Labour in Supply Chains Act \(Canada\)](#)

Good(s)

means any articles, commodities, equipment, goods, materials or supplies and includes printing or the reproduction of printed matter and the construction or repair of a vessel.

Human trafficking

means the recruitment, transportation, harbouring and/or exercising control, direction or influence over the movements of a person in order to exploit that person, typically through sexual exploitation or forced labour.

Recruitment fees

or related costs refer to any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.

Service(s)

means the provision of services to another with no day-to-day supervision or control by VCC. It normally implies the accomplishment of a specified job or task to achieve a prescribed objective.

Subcontractor

means any entity that takes a portion of a contract from the principal or prime contractor or another subcontractor.

Supply arrangement

means a nonbinding arrangement between VCC and a prequalified supplier that allows VCC to solicit bids and award contracts from a pool of prequalified suppliers for specific requirements within the scope of the supply arrangement.

Supply chain

means the network of organizations involved in the transformation and creation of a product from sourcing the raw materials, and manufacturing, to the main business selling the finished goods to consumers.

Supplier(s)

means any person or other legal entity who has submitted a bid/offer/arrangement or who has been awarded a Contract, or a Supply arrangement.

VCC Community

means any directors, officers, agents, partners, affiliates, volunteers or subcontractors of VCC including students and employees of VCC, and those employed within the Vancouver Community College Foundation.

Worker(s)

means any current or former labourer, employee, or staff member employed or contracted by the supplier, including all foreign and migrant workers.