weed

PRACTICAL GUIDE
Socially Responsible ICT-Procurement

Imprint

Publisher: WEED - World Economy, Ecology & Development e.V.

Editor: Annelie Evermann

Copyright: World Economy, Ecology & Development - WEED e.V., 2015.
All rights reserved. No part of this publication can be reproduced or copied in any form or by any means without written permission of World Economy, Ecology & Development (WEED e.V.).

Layout & Design: ART : BÜRO Dietmar Putscher, Cologne, http://art-buero-putscher.de

Photos: cover photos: Dmitry Kalinovsky/Shutterstock (workers), Luke Jones/Flickr (keyboard) • page 3/4: Uffe Weng/Danwatch (workers in China and protests in South Korea) • page 4: Maradon 333/Shutterstock • page 7: Nikita Kuzmenkov/Fotolia • page 8 (from left to right): Kameraauge/Fotolia, VRD/Fotolia, Dietmar Putscher • page 9: Dataport • page 21: Leonid Meleca/123RF • page 56/57: Gemeente Eindhoven • page 66: Dietmar Putscher (top), ITDZ Berlin (bottom) • page 67: ITDZ Berlin • page 72: Nelson Marques/panthermedia • page 73: ArTo/Fotolia • page 78: kasto/Fotolia (top), Racorn/Shutterstock (bottom) • page 82: Macrovector/Shutterstock • page 89: ChameleonsEye/Shutterstock • page 91: Fotogestoeber/Fotolia

Legal disclaimer: This report has been drafted on the basis of recent practices across Europe. However, no legal guarantee can be given and it is therefore recommended that any public authority using the information provided in this report, seeks additional legal advice on a case-by-case basis. The author and the publisher do not take any liability whatsoever for the use of the information provided in this guide.

Acknowledgements: We would like to thank the following contributors, who supported the development of this guide: Florian Bauer, Andreas Fürstenau, Pauline Göthberg, Gisela ten Kate, Erich Pawlik, Sandra Poels, Thomas Starck, Christoph Struß und Franziska Zellfelder.

European partners:

Funding:
This publication has been produced with the assistance of the Stiftung Umwelt und Entwicklung Nordrhein-Westfalen, the GoodElectronics Network and the European Union. The contents of this publication are the sole responsibility of WEED e.V. and can in no way be taken to reflect the views of the sponsors.

Contents

I. Introduction 4

II. Case Studies: Tenders 7

1. Dataport: Ask the bidders for their social concept 8
2. Stockholm: Follow-up questionnaire 21
3. Eindhoven: Structured bidder declaration and dialogue 56
4. ITDZ Berlin: Market dialogue 66

III. Case studies: Structural measures 72

1. Dortmund: Cross-departmental cooperation in the working group "AK Green IT" 73
2. Schleswig-Holstein: Joint ICT procurement at universities for more social sustainability 78

IV. External help 82

1. Monitoring organisation Electronics Watch 83
2. Certificate TCO Certified 87

V. Further links and references 91

I. Introduction

European procurement law allows public procurers across Europe to demand socially responsible manufactured ICT (information and communication technology) in their tenders. The new European Directive 2014/24/EU, which is currently implemented in all European member countries, explicitly supports this development.

If and to which extent social criteria are taken into account in public procurement decisions, depends both on the respective legal provisions and the administrative support for public procurers. Furthermore the control of the bidders' compliance to these social criteria is often mentioned as a main challenge.

This practical guide aims to assist public procurers by showing practical examples. It presents practical examples of public entities from all across Europe, integrating social criteria in their ICT tenders and pursuing different approaches to control compliance. This includes both specific tenders (and the respective templates), structural measures and external assistance.

Why are social criteria necessary?

Due to the fact that ICT manufacturing is characterized by exploitative working conditions and human rights violations all along the supply chain, socially responsible public procurement of ICT products is an urgent need. The working conditions differ from country to country, but what most manufacturing countries have in common is: wages below the "living wage"; job insecurity; excessive working hours and compulsory overtime; discrimination of migrant workers as well as a general hostility towards trade unions by many companies; and a lack of safety precautions for the use of hazardous substances.

There are fundamental structural features causing these conditions: ICT manufacturers outsource as much of their production as possible to low-wage countries in which workers' rights are only protected insufficiently. Short product life cycles, the pricing competition in the market and the demand for flexibility are directly linked to low wages, overtime and temporary employment through employment agencies.

The influence of public entities

It may seem difficult to change these conditions through public procurement. But several tendencies show that the increasing demand for socially responsible manufactured products has led to a situation where the sector has realised that social criteria might be a competitive advantage and implement initial changes (cf. examples on corporate initiatives on page 6). Accordingly, public procurers starting to demand social criteria in their tenders will not have to deal with a completely unprepared market.

Almost all ICT brand companies and their respective contract manufacturers refer to social responsibility. Nevertheless, huge differences remain between the companies. For some, CSR (corporate social responsibility) is not more than mere lip service, while others pursue serious approaches to improve working conditions. Further pressure is needed if we want these first steps to go beyond the CSR departments and to be considered in structural management decisions as well as to lead to relevant changes in more and more companies. Legal requirements such as the US Dodd Frank Act and the draft EU regulation on conflict minerals as well as media awareness can help raise this issue. However, the market power of consumers plays a decisive role in this context.

As a major buyer, spending billions on ICT products each year, the public sector in Europe is able to make a significant change. In addition to the enormous contract volume, ICT products are often purchased in long-term framework agreements, which gives an extra economic weight to public tenders. Correspondingly, the annual reports of several ICT companies indicate that the public sector represents an important customer segment for brand companies.

By presenting practical approaches, this guide aims to support public procurers who want to integrate social criteria in their ICT tenders. Whether you read about the follow-up questionnaire in Stockholm, the market dialogue in Eindhoven and Berlin, the affiliates of the monitoring organisation Electronics Watch or one of the other presented practical examples: Procurement entities should feel encouraged to follow these examples, to examine the templates in order to adapt these for their own practice and to take their own first steps.

Corporate Initiatives

Electronic Industry Citizenship Coalition (EICC)

The EICC is an association of electronics companies committing to a set of standards regarding working conditions and environmental protection. The EICC code of conduct includes the compliance with national legislation in the respective manufacturing country and with some international standards. Nevertheless, the code only insufficiently complies with ILO core conventions. Currently the association counts more than 100 members, including both brand companies and suppliers. The program aims at a step-by-step improvement. Audits have to be carried out, but they are only mandatory for small parts of the factories that have been chosen upon approval by the companies themselves. For more detailed information on the EICC see the (German) "WEED-Infoblatt: EICC, Electronics Industry Citizenship Coalition", http://www.weed-online.org/publikationen/arbeitspapiere/8848930.html.

Codes of conduct

Some companies have adopted their own code of conduct in addition to the EICC code of conduct. Still, the monitoring of the compliance with the social standards fixed in these codes is often insufficient or non-existent. Trade unions and other worker rights organisations are usually not integrated in these procedures.

Pilot schemes

A few companies test targeted measures in pilot schemes. Within the "IDH Sustainable Trade Initiative" Chinese and Dutch CSOs as well as Philips, Hewlett-Packard, Dell, Apple and Microsoft currently generate detailed improvement plans for 75 Chinese suppliers on issues like occupational health and safety and employee practices. For further details, see www.idhsustainabletrade.com/electronics. In Germany, members of the industrial association on ICT (BITKOM) and the Procurement Department of the Ministry of the Interior just recently agreed on extending their joint model declaration on working conditions, which is also available in English (see www.nachhaltige-beschaffung.info, search for "declaration on social sustainability for IT").

Brand companies disclose supplier lists

Several brand companies disclose their suppliers publicly on their websites (links as of October 2015):

Apple: www.apple.com/supplier-responsibility/our-suppliers

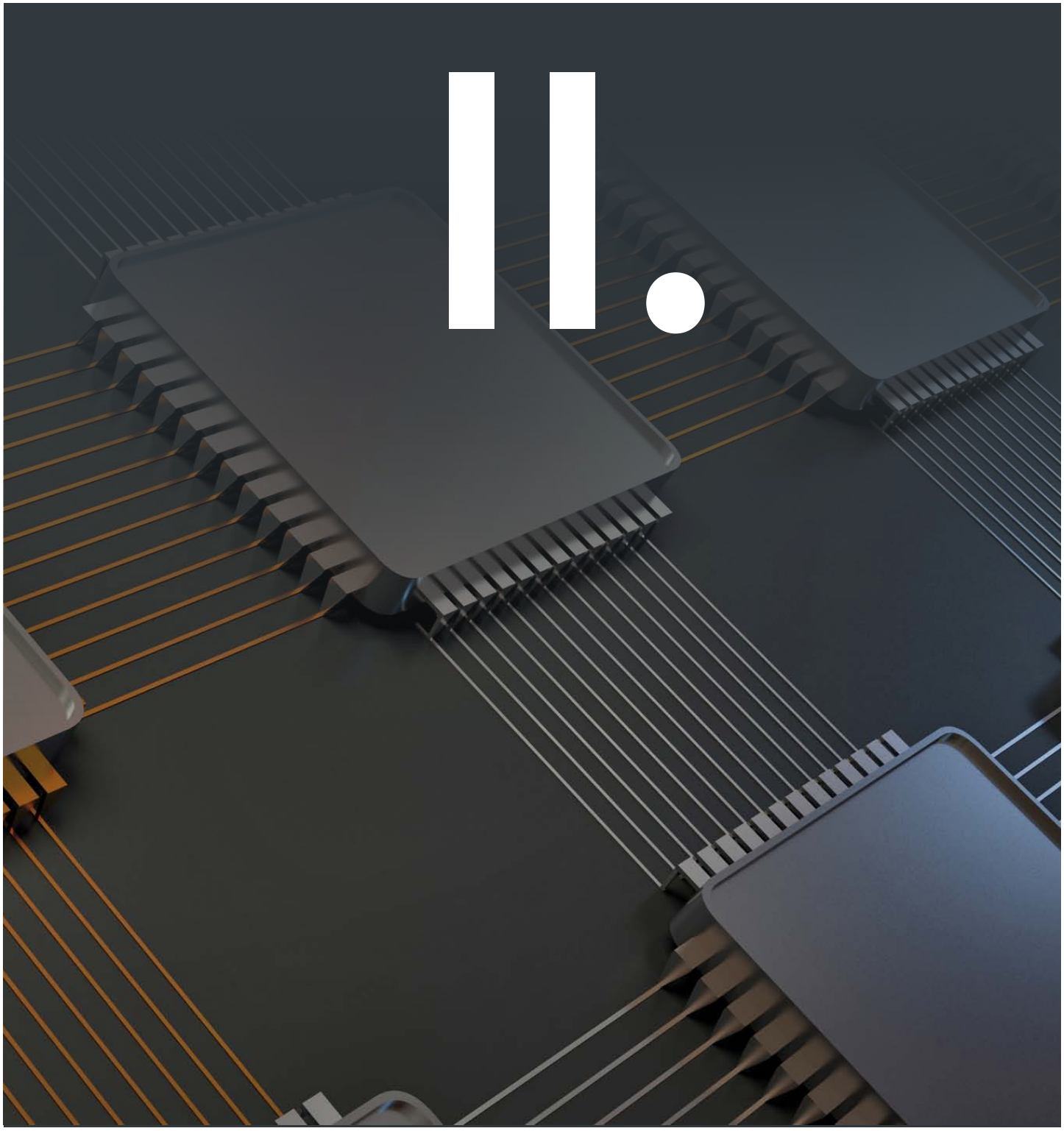
Dell: www.dell.com/learn/us/en/uscorp1/corp-comm/cr-ca-list-suppliers?c=us&l=en&s=corp

HP: http://h20195.www2.hp.com/v2/getpdf.aspx/c03728062.pdf

IBM: www.ibm.com/ibm/responsibility/2014/supply-chain/our-supply-chain.html

Intel: http://csrreportbuilder.intel.com/2014PDFfiles/CSR-2014_Full-Report.pdf (p. 113)

II. Case Studies: Tenders



1. Dataport:
(for the Northern federal states of Bremen, Hamburg and Schleswig-Holstein):
Ask the bidders for their social concept

Public Administration:
Dataport is a public institution, and its owners are the federal states of Bremen, Hamburg, Mecklenburg-Western Pomerania, Lower Saxony, Schleswig-Holstein and the municipal IT association of Schleswig Holstein. Currently, Dataport provides IT hardware and services to public authorities in the German federal states of Schleswig-Holstein, Hamburg and Bremen, as well as IT services for the tax administration of the federal states of Mecklenburg-Western Pomerania and Lower Saxony.

Products:
IT hardware (PCs and notebooks, thin clients, monitors, keyboards, PC-mice and components) for approximately 60,000 administrative workplaces as well as related managed services

Contract period: 4 years (framework contract)

Total value: approximately € 70 million

Type of tender: negotiated procedure[1]

Social Standards referred to:
ILO core conventions (29, 87, 98, 100, 105, 111, 138, 182) as well as ILO conventions 1, 30, 102, 115, 131, 135, 155, 158, 169, 170 (see explanation in the appendix)

Main procedural stage of the tender: award criteria

Verification scheme:
award criteria for the bidder proposal in his social concept (verification proposed in tender documents: report with detailed questions or external audit)

Name of supplier: IT service provider Bechtle AG

1 The term "negotiated procedures" describes, according to Art. 1.11 EC/2014/18, those procedures in which the contracting authorities consult the economic operators of their choice and negotiate the terms of contract with one or more of them. In this case, the negotiated procedure with preceding competition in accordance with German national Law, § 3 EG, Abs. 3 lit. c) VOL/A (GWB §101, Abs. 5), was carried out.

I. Background

In 2012, several German NGOs, including WEED, met with Dataport representatives to explore Dataport's undertaking of the socially responsible procurement of IT hardware. Dataport had previously used green criteria in tenders and was open-minded towards engaging in socially responsible public procurement (SRPP), too. In the following tender for a framework contract, they decided to integrate the manufacturing conditions in a dialogue-based process. Seeing this as a pilot project, they decided to use a dialogue-based method, asking the bidders for a social concept. Thus, they wanted to find out more about their willingness and possibilities to comply with working rights and social standards.

The municipality of Bremen and the NGO WEED played an active role in the preparation of the tender documents by providing relevant information on the social issues and by advising on the implementation of SRPP in the current tender. Still, they did not advise on legal issues. Bremen also played an active role in the evaluation of the social aspects of the bids.

II. Approach

Dataport's method was to ask the bidders to provide a written concept, in which they describe how they are going to comply with the above mentioned social standards in the best possible way – both in the manufacturing of the products and in the exploitation of the raw materials used – and how this will be monitored. The concept of the winning bidder was to become integral part of the project and thus became binding.

In a next step, points formulated in the award criteria were awarded to the concept. The points were given for three criteria:

- extent of labour and social standards
- plausibility of the concept to comply with the social standards
- the provided verification

Ask the bidder for a social concept!

As the bidders had a wide range of choices, the quality of the control mechanism had to be ensured in two ways. Firstly, the tender documentation outlines one possible verification scheme, a set of examples for measures that can be taken by the bidders and for possible questions to be answered in a report. Secondly, the plausibility of the concept (which accounted for 50 % of the score) and the verification offered (40 % of the score) were given a particularly high priority in the award criteria.

In their social concept the bidders had to refer to:

1. the extent of labour and social standards

(10 % of the "social concept" points)

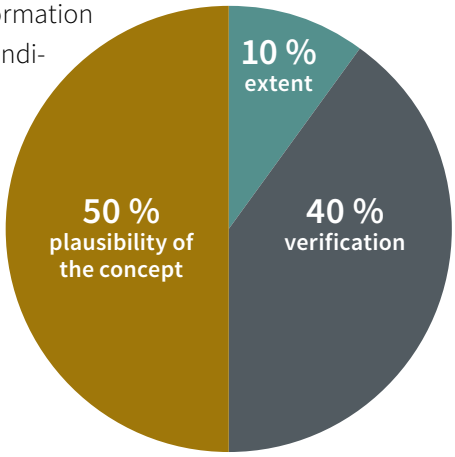
The bidders had to explain to what extent they ensure the compliance with the labour and social standards mentioned in the tender. By doing so, they could specify the mentioned standards, but also e.g. how many tiers of the supply chain would be included.

2. the plausibility of the concept

(50 % of the "social concept" points)

The plausibility of the concept was assessed specifically by checking the answers to the following questions:

- To what extent was the bidder able to name the suppliers of the manufacturer and their subcontractors along the supply chain?
- To what extent could be identified how the manufacturers get information on their suppliers along the supply chain regarding local working conditions?
- To what extent is the bidder able to show that the manufacturer has taken concrete measures to account for the requested ILO Conventions in the best possible manner, both in the manufacturing and in the production of raw materials?



3. verification

(40 % of the "social concept" points)

The bidders were also asked to describe how they intended to provide verification for their compliance with the social standards during the contract period.

One explicitly mentioned possibility was a report from the manufacturer. The report was supposed to show what measures the supplier had taken during the contract period to align the production of the delivered goods to comply with the requested ILO labour and social standards the requested ILO labour and social standards in the best possible way. To help the bidders and also to set a high standard, the tender documentation contained a set of possible questions for the report (cf. appendix). Still, bidders were also given the possibility to offer other forms of verification. External audits were explicitly mentioned as one option.

Award criteria: price and quality

The weightings for the tender were divided between price and quality. Under quality, the award criteria for this tender included the social concept of the bidder alongside other quality criteria like technical quality, the concept for the provision of services and product innovations and

others. The social concept – as one of the ten quality criteria – accounted for 10 % of the weighting allocated to quality award criteria, thus being in the top 3 of the quality. As stated above, 50 % of these "social concept criteria" were allocated to the plausibility of the concept, 40 % to the verification model and 10 % to the coverage of social standards. The calculation of the points was made according to a cost-benefit ratio (cf. appendix). In the case of equal points, the deciding factor were the social concept points, the internal company set-up in response to the services requested and the concept for provision of services.

As almost no differences existed between the bidders from the IT-sector regarding pricing systems and technical know-how, the social criteria were decisive for the procurement contract.

III. Results and outcomes

Reaction of the bidders

This was the first time that Dataport had confronted bidders with the issue of socially responsible manufacturing, and they responded positively. Contrary to the expectations and fears of many public procurers, no bidders withdrew their offers as a result of the SRPP requests. Dataport stated that the bidders actually appeared to be pleased that a public procurer was finally taking these elements into consideration. Whilst all bidders did submit a concept, none of them gained full marks for quality and verification As a consequence, requirements could in future be tightened through more binding obligations.

Verification concept of the winning bidder

The way in which the contract was to be monitored, depended upon the choice and the concept of the winning bidder. In this case, the winning bidder was the ICT distributor Bechtle, offering mainly products by Fujitsu in this tender.[2] Bechtle put forward the idea of reporting and of having an additional review meeting of the management level with all involved parties every half year: Bechtle, Fujitsu, Dataport as well as the representatives of the German federal states Bremen, Hamburg and Schleswig-Holstein. The first meeting took place in April 2014, the next followed in autumn. Altogether, there will be six further evaluation meetings till the end of the contract period (31.12.2017). The existing measures and developments for the fulfilment of the contract were reviewed and discussed during the meetings. Bechtle also developed a "Code of Conduct for suppliers of products and services", which the contract parties have to sign and comply with, and it has continuously improved its reports.

Impacts on Dataport and other procurement entities

Dataport is pleased about the outcome of this pilot project and will continue to ask for social standards in its tenders. Moreover, Dataport has decided to integrate SRPP into all of its tenders where applicable – not only in IT procurement, but also for all other products purchased such

2 For competitive reasons the concept of the winning bidder has not been made publicly available.

as, for example, office furniture. Currently it does not plan to change the method as outlined here, but is generally open to trying out new methods.

Dirk Damerow, Dataport:

"'Fair' IT does not exist yet. This is why we as public authorities have to provide stimuli for improvements."

At a subsequent ICT conference organized by the Eine-Welt-Landesnetzwerk Mecklenburg-Vorpommern, where the Dataport concept was presented, it was very well received and even inspired some of the participants to follow the example.

Furthermore Dataport won the first price with this concept in the nationwide competition "Innovation schafft Vorsprung" (Innovation provides a head start) in the category "Procurement of an innovative product", which was announced by the Federal Ministry of Economics and Technology and the German Association Materials Management, Purchasing and Logistics.

IV. Conclusions

The approach to this tender is based on the idea of engaging in dialogue with bidders, who are potentially interested in managing sustainable supply chains. Through dialogue, the best possible influence on socially responsible manufacturing conditions can be "teased out". In doing so, the respective bidders can explain in their concepts what they think is possible and what efforts they are willing to offer – in terms of both the scope of social standards and the relation to their verification schemes applied. By using the negotiation procedure, the written concepts of the bidders and the requirements for social compliance can be discussed extensively.

The basic aim of the pilot project was to create attention in the market and to support further steps towards compliance with ILO standards, even if it was considered difficult in this sector. This was achieved, as all participating bidders had to deal with the issues and examined what is feasible to date and in the future both in-house and at its suppliers. In the current framework agreement, the issue remains vivid through the mandatory reviews of measures taken by the bidder's main supplier.

Whether this process has a positive impact on the labour and social standards in the supply chain, is highly dependent on the quality of the bidders' concepts. It has been suggested by WEED that in future there should be a minimum standard for verification, or at least a mandatory report with mandatory questions. Another consideration is gradually to adjust the minimum requirements in accordance with the experience gained over the years.

Dataport identified that not having in-house expertise on socially responsible IT manufacturing made it challenging for them to specify the social criteria requirements in the tender, and especially to assess the offered concepts. This was resolved by getting support from an expert from Bremen municipality. With the help of WEED's expertise, Bremen's expert contributed to the text before the Call for Proposals was published. Bremen's expert was also consulted by Dataport for the evaluation of the social concepts. In an area, which is not their main field of expertise, the cooperation with external stakeholders was a positive experience for Dataport.

Strengths

- The process encourages dialogue and stimulates the bidders' creativity and knowledge in a "competition of good ideas" or a "race to the top".
- It directs the bidders' attention towards the public sector demand for socially produced IT hardware and lets the bidders participate in finding solutions.
- This method might reduce work for procurers later in the process, as the main dialogue takes place at the beginning of the process.

Weaknesses

- There were no minimum labour standards required, just as there were no minimum levels of either plausibility or verification. Consequently, there was no obligation for suppliers to use the proposed measures or to deliver a report after the contract was awarded. This could mean that suppliers fall below the standard level which is acceptable to Dataport.
- The "competition of good ideas" requires that the bidders really deal with the questions raised in a serious manner and try to beat the others with new ideas and approaches. If this is not the case, because it may be too difficult and innovative, or due to other award criteria such as the price, the advantage of this approach is the raised awareness rather than effective results.

Lessons learned

For a difficult product group such as IT hardware it is important to have a dialogue with bidders on their possible willingness and possibilities prior to publishing the tender. This approach offers the possibility to engage an informed dialogue within the procurement process and at the same time leads to a precise agreement on implementation measures.

V. Contact and useful references

Contacts for further information:

Dirk Damerow
Devision Manager for Purchasing
Dataport
Phone: +49 (0)431 - 329 568 29
Email: dirk.damerow@dataport.de
www.dataport.de

Dr. Martin Hagen
Head of the central IT-management
Bremen
Phone: +49 (0)421 - 361 47 46
Email: martin.hagen@finanzen.bremen.de
www.finanzen.bremen.de/info/egovernment

Useful references:

The tender war published on TED:
http://ted.europa.eu/udl?uri=TED:NOTICE:305433-2013:TEXT:DE:HTML

VI. Appendix

Excerpt of the tender documents:

(The detailed tender documents are available (in German) on this website: www.pcglobal.org/it-beschaffung/praxisbeispiele)

Negotiation process
"Delivery of hardware and services"

Tender documents

Part A – General part

Frame contract on the delivery of hardware equipment for workplace IT-equipment and on services related to this and to hardware which is already in service

IV. Tender evaluation

The award criteria are price and quality.

1. Price

The relevant price is the figure of the field named "Tender Price (gross for 4 years)" in the spreadsheet "Total price" in Part – C – price sheet.

2. Quality

To assess the quality the following criteria and weightings were defined. Point values are assigned to the criteria according to the following list. The assessment of the quality follows from the sum of the achieved credit points for all criteria:

Criterion	Weighting	Accessible credit points
Technical quality	30 %	1500
Concept for service provision and organisation of the company	25 %	1250
Concept "Socially responsible procurement"	10 %	500
Concept product innovation	5 %	250
"PAM"	5 %	250
Transition concept	5 %	250
Delivery and disposal of packaging	5 %	250
Concept BIOS and driver management	5 %	250
Notebook "4" – Price structuring	5 %	250
Escalation concept	5 %	250

[…] In order to evaluate the criterion "Socially responsible procurement" the contractor analyses concept 8 "Socially responsible procurement" according to the requirements pursuant to clause 2.3.3 in Part B. […]

The rating for the criterion "quality" follows from adding up all credit points. Subsequently, the price-performance-ratio is calculated by dividing price through quality. The offer with the lowest number is ranked first place.

Offers with a differing price-performance-ratio of only 2 % are ranked as equal in the first instance. Then the sum of the points from the categories "Socially responsible procurement" and "Service provision and organisation of the company" turns the scales. The offer with the higher number will then be classified as the more economic offer. In case of ties at this point of the assessment, the highest number value in the category "Technical quality" tips the scale. In case that after this calculation the numbers are still similar, the final decision will be taken by lots, if agreement on competition is precluded.

The offer that has been rated "most economic" after this assessment is awarded the first place.

Part B – Specification for the tender

[…]

2.3.3 Socially Responsible Procurement

2.3.3.1 Preamble

For the contractor, it is important that the delivered products are produced in consideration of working and social standards that result from the conventions No. 1, 30, 87, 98, 29, 102, 105, 100, 111, 115, 131, 135, 138, 155, 158, 169, 170 and 182 of the International Labour Organisation (ILO). The mentioned conventions of the ILO can be consulted on the internet under www.ilo.org.

The contractor assumes that evidence for the compliance with working and social standards along the supply chain resulting from the ILO conventions cannot yet be provided by an independent organization or a multi-stakeholder initiative.

For this reason, the contractor requires a concept proposal from the bidder which will become part of the contract.

2.3.3.2 Requirements and tasks

a)

In his concept, the bidder must provide evidence of how he will assure that those working rights and social standards resulting from the above mentioned ILO conventions are respected and monitored in the best possible way during the production of the delivered products as well as during the extraction of those raw materials that are necessary for the production. He has to describe in detail to which extent – during the production of the delivered products as well as during the extraction of those raw materials that are necessary for the production – he guarantees that

- no forced labour including slavery or prison labour takes place (according to Convention 29 concerning Forced or Compulsory Labour, 1930, and the Convention 105 concerning the Abolition of Forced Labour, 1957);
- all employees have the right to found or join trade unions and to organize collective bargaining (according to Convention 87 concerning Freedom of Association and Protection of the Right to Organise, 1948, and the Convention 98 concerning the Application of the Principles of the Right to Organise and to Bargain Collectively, 1949);
- no discrimination, exclusion or preferences of race, skin, gender, religion, political opinion, national or social origin takes place which affect the equality of opportunities or the treatment in employment or work (according to Convention 111 concerning Discrimination in Respect of Employment and Occupation, 1958);
- male and female workers receive the same payment (equal remuneration for men and women according to Convention 100 concerning the Equal Remuneration Convention, 1951);

- no child labour in its worst form takes place (according to Convention 182 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, 1999, and Convention 138 concerning Minimum Age for Admission to Employment, 1976);
- workers are protected against ionising radiations and prevented from incidences of chemically induced illnesses and injuries at work (according to Convention 115 concerning the Protection of Workers against Ionising Radiations, 1960, and the Convention 170 concerning Safety in the use of Chemicals at Work, 1980);
- he takes further necessary measures on occupational health and safety to establish a safe working environment (according to Convention 155 concerning Occupational Safety and Health and the Working Environment, 1981);
- living wages are paid in consideration of the general wage level in the respective country, of the living expenses, of social security services and of the living wages of similar social groups (according to Convention 131 concerning Minimum Wage Fixing, with Special Reference to Developing Countries, 1970);
- working hours are limited to eight hours the day and forty-eight hours the week (according to Convention 1 Limiting the Hours of Work in Industrial Undertakings to Eight in the Day and Forty-eight in the Week, 1919, and Convention 30 concerning the Regulation of Hours of Work in Commerce and Offices, 1930);
- the working relationship of employees can only be terminated for valid reasons that can directly be linked to the skill or the behaviour of the employee or that are based on requirements of activity of the company, business or service (according to Convention 158 concerning Termination of Employment at the Initiative of the Employer, 1982);
- workers' sickness benefits are continuously paid (according to Convention102 concerning Minimum Standards of Social Security, 1952);
- employee representative are entitled to a protection from termination and to a facilitation of their work (according to Convention 135 concerning Protection and Facilities to be Afforded to Workers' Representatives in the Undertaking, 1971);
- no indigenous people are relocated (according to Convention concerning Indigenous and Tribal Peoples in Independent Countries, 1989).

For the evaluation of the extent to which the bidder will work towards the compliance with working and social standards, 10 % of the achievable credit points are awarded to socially responsible procurement.

b)

The presented concept will also be assessed according to its plausibility. The plausibility mainly complies with the extent to which

(1) the bidder is able to name the suppliers of the manufacturers as well as the manufacturers' suppliers along the supply chain;

(2) it is recognisable that and how the manufacturer will achieve information on the local working conditions from his suppliers along the supply chain;

(3) the bidder can account for concrete measures taken by the manufacturer to assure in the best possible way the working and social standards, resulting from the above mentioned ILO-conventions in clause 1, during the production and the extraction of those resources used during the production.

Such measures may include the following examples:

- The working contract and a copy of the national labour law are handed over to every single employee in the company of the supplier as well as to every single employee of his suppliers along the supply chain.
- The management, the employees and their representatives in the manufacturers' and the suppliers' company along the supply chain are informed on conditions for and implementation of freedom of association, on their right for collective bargaining and on health and safety regulations.
- If no trade union representation of interests exists, a complaint mechanism is introduced in the manufacturers' company and in the companies of his suppliers along the supply chain. Local workers' rights organizations and trade unionists must be included in the development of the complaint mechanism.

For the plausibility evaluation of the concept, 50 % of the achievable credit points are awarded to socially responsible procurement.

2.3.3.3 Verification and report

The bidder has to show how he will account for the fulfilment of the requirements mentioned above during the contract period.

a) As verification, the bidder can provide – during the contract period – a report from the manufacturer showing which measures the latter has taken during the contract period in order to align the production of the goods to be delivered with the social and working conditions resulting from the ILO conventions mentioned above in clause 1.

In the report, the manufacturer might for instance respond to the following questions:

- Where has the hardware which the bidder is about to deliver been produced?
- Did the manufacturer produce the hardware entirely in his own manufacturing facilities?
- How did the manufacturer find out information about the working conditions in every company along the supply chain?
- Where along the hardware supply chain did severe problems appear regarding ILO Conventions 1, 30, 87, 98, 29, 102, 105, 100, 111,115, 158, 169, 170, 182?
- What has been done to solve these problems?
- How many workers were involved in the production of the IT hardware to be delivered? How many of the workers involved in the hardware production had a proper employment contract?
- Has the management of all companies involved in the production process been trained on the requirements and implementation of the freedom of association, on the right of collective bargaining, as well as on a healthy and safe working environment?
- Has there been support for the founding of workers' interest groups during the production process?
- If no workers' interest groups existed in the companies involved in the production: Has a complaint system been established?

b) The bidder could also provide other means of verification, e.g. the verification through an external audit.

For the quality assessment of the verification concept, 40 % of the achievable credit points are awarded to socially responsible procurement.

2. Stockholm: Follow-up questionnaire

Public Administration:
Stockholm County Council (Stockholms Läns Landsting) is part of the cooperation of Sweden's County Councils and Regions, called "Socialt Ansvarstagande i Offentlig Upphandling" (Socially Responsible in Public Procurement). Sweden's County Councils and Regions are responsible for healthcare and public transport.

Product: computers, servers, printers and copy machines (different slots)

Contract period: 2011 – 2014

Total value: SEK 10 million/year (approx. € 1 million/year)

Procedure type: open tender

Social Standards:
The Code of Conduct refers to the ILO core conventions (29, 87, 98, 100, 105, 111, 138, 182), the UN Universal Declaration of Human Rights, Article 32 of UN Convention on the Rights of the Child, the UN convention against corruption and the national labour protection and labour environment legislation in force in the country of production, including legislation on minimum wages and the social welfare protection

Main procedural stage of the tender: contract performance clauses

Verification: follow-up questionnaire and social audit

Name of suppliers: Ricoh, Dell and Atea

Check out the suppliers' procedures with a follow-up question-naire!

I. Background

The cooperation of Sweden's County Councils and Regions started with a cooperation of Stockholm County Council, Skåne Regional Council and Region Västra Götaland, who had already been working together to promote social responsibility in public procurement since 2006. Since then, it grew to a collaboration of 21 county councils and regions.[3] Together they procure products and services of approximately 120 billion Swedish Kronor per year (approx. € 12.8 bn). They use a joint code of conduct for suppliers and a common follow-up model.

Socialt Ansvarstagande i Offentlig Upphandling
Ett samarbete mellan Sveriges landsting och regioner

Pauline Göthberg:
"We are making the same demands, do the follow-up together and we share the information."

The heart of this model is a follow-up questionnaire. It is based on the belief that often a few targeted questions to suppliers are effective to verify their given declarations and contribute to the proof of compliance with social criteria along the supply chain. The questionnaire is based on the UN Guiding Principles for Human Rights and Business Due Diligence approach and is one way to find out to what extent the required criteria have been respected in the execution of the contract.

II. Method

The social requirements the Swedish public authorities set are formulated as contract performance clauses. It is a post-award controlling tool which a contractor should answer within the scope of contract execution. Thus the filling in of the questionnaire takes place during the contract performance phase, i.e. after the awarding of the contract. The tender documents already refer to the follow-up questionnaire.

The method consists of three main elements:

1.) the follow-up questionnaire, which is accompanied by a

2.) written guidance on how it should be completed and is carried out as part of the contract management process, and

3.) an assessment guideline for the public authority.

Further documents are the "Special contract terms for use with the Code of Conduct for suppliers" and the Code of Conduct, which contains a list of expectations including – after a risk assessment – possible inspections (see documents in the appendix). The Stockholm County Council and the other Swedish County Councils and Regions pay for those inspections together.

3 Stockholm, Uppsala, Sörmland, Östergötland, Jönköping, Kronoberg, Kalmar, Blekinge, Skåne, Halland, Västra Götaland, Värmland, Örebro, Västmanland, Dalarna, Gävleborg, Västernorrland, Jämtland, Västerbotten, Norrbotten, Gotland

1. Follow-up questionnaire

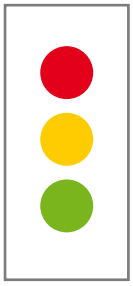
The follow-up questionnaire contains fifteen questions. Those suppliers that are part of the contract must answer the questions. The questions relate to the manufacturing of the goods supplied in the specific contract that is being followed-up. They refer to the inner structure of the contractor, the arrangements between the contractor and his suppliers, knowledge of the contractor about the processes of his suppliers as well as measures that the contractor has taken to ensure compliance with social requirements throughout its supply chain and the foreseen instruments to address problems in this field. To show its efforts and the efforts its subcontractors have gone to in ensuring the required social conditions in the production stage are met, the contractor is required to provide supporting documents.

2. Guidance for bidders

Together with the follow-up questionnaire, the bidders receive a written guidance on how the questionnaire should be completed and on how it is carried out as part of the contract management process.

3. Assessment guideline for the public authority

The public authority receives a guideline for a quality assessment and comparison of the responses to the questionnaires. The assessment guideline for public authorities aims to help public procurers to interpret each answer correctly. The answers are compiled and assessed based on the colour code green, yellow and red. Full compliance with the requirements claimed in the questions will be rewarded with a green mark, partial compliance with a yellow mark and no compliance with a red mark. The contract partners with a high percentage of red responses should be subject to a deeper examination and a direct dialogue.



Procedure

The Swedish county councils decide year after year in which risk areas they should do follow-ups, and they appoint certain county councils to do the follow-up. Furthermore, there is a process of identifying what suppliers to focus on. The criteria that define which suppliers need to fill in the questionnaire are chosen on the basis of an analysis on high risk suppliers, e.g. depending on the country, the process, if it is a wholesaler or a supplier with own production etc. If it is a contract with few suppliers, the questionnaire is sent to all of them.

Accordingly, the successful bidders receive a follow-up questionnaire during the contract period. The time frame for filling in the questionnaire is conducted during the contract period. The answers are then assessed by the public procurer using the above mentioned guidance. Thus the follow-up questionnaire serves the public procurer as a tool of control to find out to what extent the required criteria have been respected in the execution of the contract. If the answers in the questionnaire show that it is likely that the supplier does not follow the social criteria, the contracting authority does have the possibility to do an on-site audit. Furthermore if the supplier does not answer the questions in a satisfying way, the contracting authority can sanction this due to corresponding regulation in the contract.

III. Results and outcomes

At the time for the follow-up, Stockholm County Council did have eleven ICT contracts for computers, printers, copy machines and servers (11 contracts from different tenders). The three suppliers Dell, Ricoh and Atea were delivering on all contracts and they were all chosen for a follow-up. The questionnaire was sent to them and an evaluation was done. All three suppliers did inform on their sustainability work, and Stockholm decided to commission an on-site audit at Ricoh. The audit took place on May 22-24th 2014 at the Ricoh factory in Guangdong in China. This was done by the Swedish CSO Swedwatch in cooperation with Globalworks and local NGOs. In their report[4] Swedwatch recommended Stockholm to monitor the implementation of the proposed correction action plan and achieved results. After the report Ricoh sent in documents showing that the major violations were corrected.

IV. Conclusions

The follow-up questionnaire and the assisting documents for supplier guidance and for the evaluation by the public authority is a tool which serves the public authority to control to what extent the contract partner complies with the required criteria. At the same time it is a support for suppliers to anticipate in detail what the public authority asks of them. This mainly includes procedures which ensure that the production is compliant with the required working conditions. These procedures are being followed up with the questionnaire.

Another strength of the specific approach of the Swedish County Councils is the existing collaboration. Using a joint code of conduct across all municipalities is a significant benefit. The same is true for the collaborative nature of supplier monitoring post-award. Joining forces to carry out this essential element of contract management has saved all municipalities involved both time and financial resources. They share out the whole monitoring process as it is likely that many authorities use the same supplier for products and services. Suppliers are more strongly encouraged to improve their procurement practices as all public authorities of the Swedish Country Councils are united in their approach.

4 www.hållbarupphandling.se/index.php/dokument/category/3-hallbar-upphandling?download=17:revisionsrapport-it

Strengths

- It is a very user-friendly, time and money saving instrument due to the clear structure of the questionnaire and the detailed guidance in the assessment guide. By evaluating the questionnaire, the purchaser obtains a wide range of information that gives an indication of whether the supplier has an overview of his supply chain or not.
- The questionnaire helps to intensively sensitize suppliers for questions of compliance with working standards in their supply chain. The questionnaire already suggests concrete measures that the supplier can use as an example for his future behaviour.
- An advantage of the process itself is the opening up of a line of communication with contractors on the issue of social considerations, which helps to lead work in the right direction.

Weaknesses

- The monitoring process takes a significant amount of time in the phase of the contract management.
- The assessment guideline helps public procurers to interpret the answers to the questionnaire correctly, but this cannot cover every possible response.
- The focus of the approach is set in the contract management phase and thus after the award has been given. Although bidders have the chance to see pre-award, what the contracting authority will ask of them, the contracting authority does not have the chance to evaluate pre-award, whether the bidders are capable of fulfilling the social criteria and procedures linked to them. As a consequence, the county councils have now started in one tender to use qualification criteria to check whether the bidders have processes and routines in place.

Current enhancement of the method

Drawing upon their experience from past years, the Swedish county councils have now developed an updated questionnaire and a web-based tool, which will be online soon.

The reasons to enhance the previous questionnaire further was both that it did not support the suppliers enough on what the Swedish county councils demanded and that the Swedish county councils wanted to connect their approach to the UN Guiding Principles Framework. Therefore the CSO Swedwatch was asked to help develop questions based on the framework and due diligence process in detecting risks in the supply chain, and to develop a new explanatory text in order to support suppliers.

Furthermore the web-based tool www.uppfoljningsportalen.se was developed in order to simplify the procedure both for the suppliers and for the respective county council when evaluating the suppliers' answers. It is a system support, which is supposed to make the correspondence between the suppliers and the county councils more effective: It will elude the work with spread-sheets and the manual work of filling in the answers and evaluating it by a traffic-light system. Also, data from all the county councils will thus be gathered in one place and they can thereby get information for making decisions on what areas to do follow-up based on the joint experiences concerning manufacturing countries, products/services etc.

V. Contact and useful references

Contact

Pauline Göthberg
National coordinator
Sustainable Procurement
Phone: +46 (0)70 - 089 18 93
Email: pauline.gothberg@sll.se
www.hållbarupphandling.se

Kristian Hemström
Stockholm County Council
Phone: +46 (0)8 - 123 130 00
Email: kristian.hemstrom@sll.se
www.sll.se/om-landstinget/upphandling (Swedish)
www.sll.se/om-landstinget/Information-in-English1 (English summary)

Useful references

http://offentlig.csr-kompassen.se
www.hållbarupphandling.se (an English version will be launched later on)

VI. Appendix

(The documents presented here are the current ones used by the Swedish county councils.)

1. Follow-up questionnaire

1. **Are you familiar with the supply chain for goods/services being delivered according to the contract and have you considered the risks as to where problems can occur in fulfilling the social and environmental requirements?**
   (Yes/No. If yes, kindly describe the supply chain.)

2. **Do you place social/environmental requirements on your suppliers that correspond to the terms and conditions of this contract?**
   (Yes/No. If Yes, describe what may possibly differ.)

3. **Do you require your suppliers to place corresponding requirements on their subcontractors for contracts in question?**
   (Yes/No. If yes, describe how).

4. **Are you aware of, and do you minimise risks for, violations of human rights during the production of those goods and services being supplied according to this contract?**
   (Yes/No. If yes, describe how).

5. **Do you ensure that child labour does not take place in the production of goods and services being supplied according to this contract?**
   (Yes/No. If yes, describe how).

6. **Do you ensure that forced labour is not used in the production of the goods and services being supplied according to this contract?**
   (Yes/No. If yes, describe how).

7. **Do you act against discrimination and harassment in the production of the goods and services being supplied according to this contract?**
   (Yes/No. If yes, describe how).

8. **Does your company support dialogue on working conditions between employee and employer? (ILO 87 and 98).**
   (Yes/No. If yes, describe how and if there are currently union organisations or committees comprised of employee representatives)

9. **Do you ensure that national labour laws are followed in the production of the goods and services being supplied according to this contract?**
   (Yes/No. If yes, describe how)

10. **Do you ensure that national legislation on worker protection and working environment is followed, in the production of goods and services being supplied according to this contract?**
    (Yes/No. If yes, describe how)

11. **Do you monitor the manufacturer's/manufacturers' impact on the environment in the production of the goods and services supplied according to this contract?**
    (Yes/No. If yes, describe how)

12. **Do you act against corruption in the supply chain in the production of the goods and services supplied according to this contract?**
    (Yes/No. If yes, describe how and kindly provide examples)

13. **Have social audits regarding compliance with social/environmental requirements been conducted with the suppliers in this contract?**
    (Yes/No. If yes, please attach audit reports)

14. **Do you have routines to manage deviations from social/environmental requirements stipulated in the contract?**
    (Yes/No. If yes, describe these routines)

15. **Are any other efforts taken to comply with the social/environmental requirements, such as, for example, training, changed methods of purchasing or complaint mechanisms?**
    (Yes/No. If yes, describe these efforts)

2. Guidance for bidders

Explanatory texts

1. Are you familiar with the supply chain for goods/services being delivered according to the contract and have you considered the risks as to where problems can occur in fulfilling the social and environmental requirements?
(Yes/No. If yes, kindly describe the supply chain.)

Conducting a risk analysis on where deviations to the requirements can occur is a necessary step in identifying problematic areas, prioritising and providing a basis for effective corrective measures. Kindly provide as comprehensive a description as possible of your supply chain, i.e. where all production of the goods being delivered takes place. For suppliers of services, this involves, in part, a description of where the goods that are a part of the delivery are produced and, in part, accounting for where the services have been performed. We are aware that you, as the contracted supplier, have the most insight in the first level of production, but it is important that you are aware of as much of the production process as possible in order to be able to address possible social and environmental risks. In other words, we are interested to know if you are aware of levels of subcontractors and where and how inputs and raw materials are produced.

If the supply chain is long and complex we recommend that you attach a description instead.

A risk analysis can, for example, include the mapping of your suppliers; the number of suppliers, suppliers in so-called "high-risk" countries or where suppliers are often changed. We are also interested to know if you have had the possibility to analyse risks concerning inputs and raw materials in the products that are being supplied in the contract in question. We do not expect that you have full knowledge of all inputs and raw materials; however, we would like to know if

you have identified risks and what you have been able to identify to date. Please note that a risk analysis is a living document that needs to be updated on a regular basis when possible new risks are identified. An example of a risk that can be included in a risk analysis is the identification of inputs that require the hazardous management of chemicals or that production takes place in India where water treatment is a problem. Your description can then include how water treatment (and the working environment) is conducted in this production process and what measures may be needed in order to influence the situation.

You may describe which methods you employ to determine the risks in the supply chain for the products or services that are being delivered according to the contract in question. For example, are your staff trained in risk assessment, have you employed consultants or made contact with local experts/organisations in order to obtain information? You are expected to attach a risk analysis that shows that you have tried to determine the risks for deviations from the social requirements. Please remember that the risks should be derived from the current production of the good/service.

Guidance on how a risk analysis can be conducted (primarily regarding human rights) can be found here (www.business-humanrights.org/ToolsGuidancePortal/Impactassessment).

2. Do you place social/environmental requirements on your suppliers that correspond to the terms and conditions of this contract?
(Yes/No. If Yes, describe what may possibly differ.)

Our social and environmental requirements have been developed on the basis of fundamental and internationally recognised conventions. Your Code of Conduct/Policy should encompass and refer to the same basic conventions: the UN's Guiding Principles on Business and Human Rights (http://www.un.org/en/documents/udhr), ILO's eight core conventions and http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm), The United Nations Convention on the Rights of the Child, Article 32, the labour protection and labour environment legislation in force in the country of production , national legislation on external environmental conditions and the UN Convention against Corruption.

The requirements that you place on your suppliers regarding a code of conduct, policy or contractual text should correspond to our Code of Conduct and accompanying terms and conditions. In response to this question, you should answer if that is the case. If any of the social/environmental requirements are not included in your company's code of conduct/policy/contractual text, we would ask you to explain why this is the case. Please describe the reasons and when and how you plan to address this difference. Please update any changes at: Uppföljningsportalen.se.

The social/environmental requirements for your suppliers should be in the form of a code of conduct or policy which has been approved by top-management. The document should also be publicly accessible. Should you already have such a document in place please attach or provide a link. Formulating a code of conduct or policy for supplier responsibility is often this first step for an organisation that is beginning to work with corporate social responsibility. If you have not yet adopted such a policy, one alternative is to include the requirements as contract clauses.

Information on the contents and importance of social/environmental requirements should be clearly communicated to suppliers in order to reduce the risk of deviations. If you have answered "yes" or "in part", please provide information on which measures have been taken in order for the social/environmental requirements to be known to concerned parties further down in the supply chain.

If your own code of conduct/policy/contractual text contains all aspects of the social/environmental requirements, please describe how this is communicated further down the supply chain. Describe in which ways the suppliers in question in the contract have received information about the requirements described above. Attach, if possible, documentation which supports this. Examples of relevant documentation can include a report from training sessions where requirements have been discussed and if you have translated the code of conduct/policy/requirements into any other languages.

3. Do you require your suppliers to place corresponding requirements on their subcontractors for contracts in question?
(Yes/No. If yes, describe how)

In order to guarantee that production is sustainable, it is important that the responsibility of the supplier does not stop at the first level of supply, but also includes subcontractors. Oftentimes, greater problems regarding working conditions and environmental conditions are experienced in the subcontractor supply chain. It is therefore important to try to establish better control of this level. We understand that it is difficult to maintain control over the entire supply chain, but ensuring that your suppliers commit their subcontractors to the same requirements is a good first step. Therefore, we would like to know if your suppliers' subcontractors have been subject to the same social requirements as your suppliers. If they are, describe in which way (for example through written contracts). If they are partially subject, describe which parts of the requirements to which they are not subject.

4. Are you aware of, and do you minimise risks for, violations of human rights during the production of those goods and services being supplied according to this contract?
(Yes/No. If yes, describe how)

The UN Universal Declaration of Human Rights (1948) and UN's Guiding Principles on Business and Human Rights:

The UN Universal Declaration on Human Rights is comprised, in part, of civil and political rights, in part, of economic, social and cultural rights. Respect for the UN Universal Declaration on Human Rights is a large and important part of the responsibilities of the supplier. A number of the most important Conventions of the UN Universal Declaration on Human Rights are referred to as the UN's Core Conventions. In June 2011, the UN's Guiding Principles for Business and Human Rights were adopted, which provide guidance on how businesses should work to respect human rights. This includes developing a policy for human rights, conducting continual risk analyses (so-called "Human Rights Due Diligence"), meeting and minimising the risks that arise, and providing possibilities for complaints and redress for those who may have been affected by violations. The UN's Guiding Principles for Business and Human Rights entail businesses tak-

ing responsibility for these steps in the entire chain of suppliers. However, this responsibility is greater the closer the relationship (for example, in a direct relationship, with a larger purchasers).

In order to be able to identify, prevent and correct negative effects on human rights, the business should conduct risk analyses of its operations with regard to human rights. Such a risk analysis should account for the actual and potentially negative impacts on human rights that the business either creates or contributes to through its own operations or those that can be directly connected to the business, its products or services, or its business relationships. The risk analysis should be on-going as risks for negative influences on human rights change over time and in relation to the development of the business' operations.

Here, you could develop your risk analysis (provided in Question 1) dealing specifically with human rights risks. One example could be if you are purchasing textiles in Bangladesh, where it is known that minimum wages are below what is needed to satisfy basic needs such as food, schooling, shelter and medical care. You could state which measures you have taken, for example, how you try to see to it that your suppliers pay a higher wage to their employees. Another example could be a supplier of telecom services transferring parts of its supply chain to a dictatorship, meaning that the company reveals sensitive information on political opponents or that a supplier of electronics includes possible purchases of conflict minerals from areas of Eastern Congo.

5. Do you ensure that child labour does not take place in the production of goods and services being supplied according to this contract?
(Yes/No. If yes, describe how)

UN Convention on the Rights of the Child and ILO Convention 138.

The UN's organ for labour law is called the International Labour Organisation (ILO). The ILO has adopted a larger number of Conventions on labour law, among them, the most important which is called the ILO's Core Conventions.

Child labour can take different forms; within the family, in factories or on the street. At least 215 million children in the world are victims of child labour and have had limited possibilities to go to school. Child labour (up to 15 years of age) occurs relatively seldom in the export sector, however work for youth (up to 18 years of age) is not uncommon. According to Convention 138 of the ILO, an employee must be at least 15 years old and have completed obligatory schooling to be considered eligible for employment. According to the ILO, all forms of work which can potentially risk a child's physical, mental or moral health, its security or morals cannot be performed by anyone under the age of 18. Restrictions for work performed by young employees, between 15 and 18 years of age, are often provided for in national legislation in the country of production and can concern, for example, overtime, night-time work and handling of hazardous material or equipment. For national legislation, see ILO Natlex.

We would like to know how you work to ensure that child labour (including the use of young workers between 15 and 18 years of age) does not take place in the production of your goods and services. State how you have investigated if there is a risk that child labour takes place (for example, through your risk analysis), how you minimise this risk (for example, through train-

ing, audits, complaint mechanisms) and how you manage child labour if it is discovered in the production of your goods and services (for example, in you policy on deviations, experience from earlier cases).

In order to prevent child labour, the manufacturer should have a policy against employing children and specific requirements for young employees. According to the UN Convention on the Rights of the Child, the best interests of the child should always be focused upon. In the cases of child labour that are discovered, your supplier and you as purchasers together must take responsibility for developing a sustainable alternative for the child and its family. This includes not terminating the employment of any child, but actively helping to provide schooling and involving the family to find a sustainable solution. Help can be found through UNICEF and local child rights organisations.

6. Do you ensure that forced labour is not used in the production of the goods and services being supplied according to this contract?

(Yes/No. If yes, describe how)

Forced labour is covered by ILO Conventions 29 and 105.

Forced labour constitutes workers being forced to work against their will, through the use of violence or threats from employers or recruiters. Force can also be used through more subtle methods, for example placing the worker in debt and not allowing him/her to leave work until the debt has been paid off, or by the employer confiscating identity documents. Most countries have legislation against forced labour but those responsible are seldom brought to justice as forced labour can be difficult to detect. It is estimated that over 20 million people in the world are victims of forced labour, the majority in Asia and Latin America.

We would like to know how you work to ensure that forced labour does not take place in the production of your goods or services. State how you have investigated if there is a risk that forced labour takes place (for example, through your risk analysis), how you minimise this risk (for example, through training, audits, complaint mechanisms) and how you manage forced labour if it is discovered in the production of your goods and services (for example, in you policy on deviations, experience from earlier cases).

7. Do you act against discrimination and harassment in the production of the goods and services being supplied according to this contract?

(Yes/No. If yes, describe how)

Discrimination is covered by ILO Conventions 100 and 111.

Discrimination can take place on different grounds, for example skin colour, gender, civil status, pregnancy, religion, sexual orientation or political views. Discrimination can be in the form of men and women receiving different wages for the same work or when an employee is discriminated in connection with employment or vocational training. It is unfortunately very common that those active in trade unions in many countries are discriminated against. Your risk analysis should show what these risks look like in the countries where you produce the goods and services that are delivered as a part of this contract.

You are also expected to describe how you address these risks and how you prevent such risks. For example, you can describe how you have communicated to suppliers that trade union rights are something that your company respects and that the company management should inform the employees in their local language.

8. Does your company support dialogue on working conditions between employee and employer? (ILO 87 and 98).

(Yes/No. If yes, describe how and if there are currently union organisations or committees comprised of employee representatives)

International Labour Organisation (ILO) Conventions 87 and 98.

Trade union rights have a given place in the eight Core Conventions of the ILO (numbers 87 and 98). Respect for trade union rights and functioning channels of communication between employees and employers are fundamental as employees who are organised can monitor and follow-up on working conditions on a daily basis. Well-functioning trade unions and collective negotiations can ease the efforts of a purchaser to successfully meet the social requirements on working conditions.

Unfortunately, trade union discrimination is commonplace. Dialogue, and by extension, negotiation between employers and employees is fundamental for achieving good working conditions at a workplace. This question therefore aims to determine to what extent union organisations exist within the supply chain. If trade unions do not exist, we are interested to know if there are other types of organised attempts at dialogue between the employees, for example through committees of some kind. (These can, however, in certain countries, be used to obstruct trade unions, so it is good to be vigilant as to how these are used.)

We are aware that there are countries which prohibit the freedom of organisation in their own legislation (China, Vietnam and other countries) and do not expect the existence of free trade unions in these cases. There are, however, other ways to facilitate dialogue between employees and employers. For example, even in China, suppliers can be encouraged to allow employees to choose their own union representatives (even if their organisation must be tied to the only union authorized by the state). Please account for such activities in the answer.

9. Do you ensure that national labour laws are followed in the production of the goods and services being supplied according to this contract?

(Yes/No. If yes, describe how)

Labour law, including legislation on minimum wages, and social security applied in the manufacturing country:

Labour law includes several areas and determines which rights and responsibilities employees and employers have at a workplace. Legislation regarding minimum wages and social security is included here. It is commonplace that this legislation is relatively comprehensive, but that it is not followed in practice. For example, a common deviation in many low-income countries is that the employer does not provide all legally-required social security benefits to all employees.

In most countries, minimum wage levels are determined by law. Nationally statutory minimum wages are the lowest accepted level of compensation. In many countries, minimum wages do not meet basic needs, however. It is important, therefore, to determine how the minimum wage level relates to national price levels for, for example, basic nutrition, housing and transport. You should aim for the lowest wages to be at a level on which it is possible to survive, a so-called "living wage". If this is not the case, you should raise this issue with your supplier and, together, develop an action plan. More information on living wages can be found at the Living Wage Foundation.

Statutory working hours are also included in legislation on labour rights. A common limit is a maximum of 48 hours for a regular working week and 12 hours of overtime per week. For overtime performed, double compensation is most common. In many low-income countries, however, it is very commonplace that too much overtime is required and incorrect levels of compensation are paid out. This is, therefore, something which should be looked at carefully and followed up.

We would like to know if you have determined if your supplier follows national legislation concerning labour rights (including legislation on minimum wages and social security), how you minimise the risk that this is not followed and how you manage possible deviations that are uncovered.

10. Do you ensure that national legislation on worker protection and working environment is followed, in the production of goods and services being supplied according to this contract?

(Yes/No. If yes, describe how)

National legislation on worker protection and working environment in the manufacturing country:

The national legislation concerning worker protection and working environment for all countries has been collected in the ILO database Natlex. Poor working environments and insufficient compliance with legislation on working environments is one of the most common problems identified during social audits. Poor working environments can include high noise levels, emissions, poor ventilation, and limited access to water, toilets, lighting and the absence of emergency evacuation plans. Requirements for these should even be applied in dormitories and kitchens. It is important to determine what the causes of the problems are, for example, lack of resources or lack of training and functional routines. The working environment should maintain a level that is in accordance with international guidelines. All employees should be informed of the possible health risks that can be associated with the work and have access to, and use, relevant protective equipment.

In order to secure a good working environment and prevent deviations, written safety routines, a clear division of responsibility among employees and regular training of personnel is needed. We would like to know how you have determined if your supplier follows national laws concerning worker protection and working environment, how you minimise the risk that it is not followed and how you manage possible deviations that are uncovered. In certain countries, there are "free zones" that are exempt from national laws and where protection for workers can be weaker.

In the event that manufacturing takes places in such free zones, we assume that national laws will still be adhered to.

11. Do you monitor the manufacturer's/manufacturers' impact on the environment in the production of the goods and services supplied according to this contract?
(Yes/No. If yes, describe how)

Environmental protection legislation in force in the manufacturing country:

Legislation on environmental protection in force in the manufacturing country is usually possible to obtain through the national authorities. In the event that environmental protection legislation is missing, is weak or is not being implemented, international guidelines should be followed, for example the precautionary principle and the main articles of the OECD's Guidelines for Multinational Enterprises (Chapter 6 on the Environment). It is especially important that the supplier has functional water treatment facilities, waste management and stores chemical in a proper way. In certain countries, the national authorities that are tasked with monitoring compliance with environmental laws, as well as issues permits, can be very weak. Corruption is not uncommon. It is therefore important to not just rely on official permission from the authorities when reviewing your suppliers. We would like to know how you have determined that your supplier follows national legislation regarding environmental protection (for example, through your risk analysis), how you minimise the risk that it is not followed (for examples, through training, audits, complaint mechanisms) and how you manage possible deficiencies that are uncovered (for example, through your policy on exemptions or experience from previous cases). List also potential environmental certifications in the supply chain.

12. Do you act against corruption in the supply chain in the production of the goods and services supplied according to this contract?
(Yes/No. If yes, describe how and kindly provide examples)

The UN Convention against Corruption:

Corruption takes place when one uses his/her position of power to benefit oneself. This can take the form of giving or receiving bribes, but also abusing one's position of power in other ways, for example, through extortion or serving an interest that is close to that of a decision-maker. Corruption deepens poverty in the world, undermines democracy and reduces confidence in societal institutions. It can also involve large risks and costs for the individual company. Corruption is illegal in all countries and can result in fines or prison terms. (Learn more about corruption and how it can be counteracted here. The UK has adopted a law against corruption which can also provide guidance, the UK Bribery Act 2010. The organization Transparency International has an index of corruption risks in different countries.)

Contracted suppliers shall not directly or indirectly offer or provide undue payment or other compensation to any person or organisation with the aim of obtaining, retaining or directing business or receive other undue benefits within the framework of their operations. The supplier shall not either directly or indirectly request or accept any form of undue payment or other compensation from a third party that can influence the objectivity of business decisions. This is applicable for your suppliers and for the production of goods/services you supply to us.

You and your suppliers should have a system in place in order to both prevent and uncover corruption. You should communicate clearly to your suppliers that corruption can never be tolerated. A risk assessment concerning corruption and how to manage its risks should be conducted at least once a year. Training and thorough routines for bookkeeping and accounting are important tools for preventing corruption. By training colleagues, especially colleagues in exposed areas of operations, tools can be given to colleagues for how corruption can be managed in concrete situations. In order to expose corruption, there should be a system where employees can anonymously reveal suspected corruption.

We would like to know how you have determined that your supplier acts to prevent and uncover corruption (for example, through your risk analysis), how you minimise the risk that corruption occurs (for example, through training, audits, complaint mechanisms) and how you manage possible cases of suspected corruption (for example, through your policy on exemptions or experience from previous cases).

13. Have social audits regarding compliance with social/environmental requirements been conducted with the suppliers in this contract?
(Yes/No. If yes, please attach audit reports)

Conducting social audits is a way to verify to what degree requirements have been met. Examples of documentation can be audit reports, a review report or similar documents. This may also include a schedule of completed inspections. Please describe how many audits have been conducted, how many deviations and how many corrective measures you have undertaken for suppliers concerning contracts in force.

If a large number of suppliers have been reviewed within active contracts, it is sufficient to provide a few representative examples. Please describe who has conducted the audit, if you have developed you own competence for this within you company or if you contract an auditing firm, or if you cooperate with any local organisations to perform the inspections.

Audits concerning social responsibility can be conducted in many ways, from internal inspections to audits conducted by audit firms. They can even include inspections that are performed within the framework for a current standard, such as SA8000 (Social Accountability 8000), within the BSCI (The Business Social Compliance Initiative), Fair Trade, FWF (Fair Wear Foundation) or similar standards.

14. Do you have routines to manage deviations from social/environmental requirements stipulated in the contract?
(Yes/No. If yes, describe these routines)

This question focuses on compliance with your requirements within the supply chain. We would like to know how you and your suppliers work to deal with the problems that are identified. You are requested to give an account of the action plans and timeframes that have been adopted in order to deal with the problems and challenges that have been identified. This provides, in part, an indication as to if you have identified any problems and, in part, what efforts for improve-

ment have been taken. Describe the measures and timeframes that are planned in relation to the potential problems you have discovered in your follow-up work.

Please remember that our requirements are for you to have routines to correct and prevent deviations from the social requirements.

15. Are any other efforts taken to comply with the social/environmental requirements, such as, for example, training, changed methods of purchasing or complaint mechanisms? *(Yes/No. If yes, describe these efforts)*

Requirements and inspections are only a part of all the measures that are required to obtain good working conditions and respect for the environment in the supply chain. It is just as important to train factory managers so that they themselves can take their own measures, as well as train employees so that they are aware of their rights and know when they are violated. Another important component is the possibility to report violations.

One of the foundations of the UN Guiding Principles on Business and Human Rights is that those who believe that their human rights have been violated should have the right to have this proven and corrected. For the moment, it is commonplace for larger companies to develop their own "whistle-blower" functions/complaint mechanisms where employees and other interested parties can bring violations of human rights (or other areas of the company's code of conduct) to the attention of the company. These do not always function very well, however, as they often supply a telephone number or email address far from the manufacturing company; oftentimes, this works better if such functions are developed in cooperation with local organisations which have a channel reaching the employees/local population. This is also an area where it is appropriate to work together with other companies.

In brief, the employees or others that are affected by the manufacturing of goods/services should be able to complain if they believe that social/environmental requirements are not being met. This must be done in a way that works in the local context. According to the UN's Guiding Principles on Business and Human Rights, a number of criteria should be fulfilled in order for complaint mechanisms to be effective. As this area is relatively new in quality assurance, you may not have developed such a function yet, which is understandable. However, we would like you to describe which measures you are planning in order to put a functional and credible complaint mechanism in place.

Another decisive means, for a purchasing company, to achieve sustainable improvements is to place orders in a way that allows you to more easily follow adherence to the social requirements. For example, deadlines which are too short can lead to large amounts of overtime during production. With this question, we would like you to describe if you have taken any measures regarding training and/or changed purchasing methods aiming to give your suppliers the possibility to be able to follow the social/environmental requirements. Here, you may also list other measures that you have taken.

3. Assessment guideline for the public authority

Evaluation template

Question 1

Are you familiar with the supply chain for goods/services provided in the agreement and have you evaluated the risks as to where problems can arise in meeting the social and environmental requirements? *(Yes/No. If yes, please describe the supply chain.)*

Here, the supplier is expected to give a description of the supply chain that is as complete as possible, i.e. a description of where all manufacturing of the goods that are supplied in accordance with the agreement takes place. For suppliers of services, the description should include, in part, where the goods are produced and, in part, a description of where services have been performed.

Most suppliers have the greatest insight into first tier (nearest) suppliers in the manufacturing process, which is understandable. But the more your supplier knows about the production process, the greater the possibilities are to respond to possible social and environmental risks. It is therefore positive if the supplier is familiar with potential subcontractors, as well as where and how inputs and raw materials are produced.

It is also more credible if the supplier admits that it is not familiar with some parts of the supply chain and shows that they aim to learn more.

It can be difficult to judge if the supplier has accounted for the entire chain of production or not, if one is not knowledgeable about the specific industry. If the supplier can provide a detailed description of the entire manufacturing process, including subcontractors, in a few stages and their location, it is safe to assume that the supplier has good information about its supply chain. If you are still uncertain, you can also receive assistance from your local contact person and/or member of the expert team (http://www.hållbarupphandling.se/index.php/kontakt) a branch organisation, etc., to receive some basic facts about the specific industry.

Here, the supplier should also describe which risks exist for deviations from the social and environmental requirements that they are aware of in different parts of the process and which routines they have for determining these risks. The supplier should demonstrate that they have analysed the risks in the entire supply chain, including also the inputs and raw materials for the products that are being delivered as a part of the current contract.

It should not be expected that they are aware of all the risks, but that they describe for how far they have gone to date and which routines they have in place.

A risk analysis can, for example, include mapping of subcontractors; number of contractors, subcontractors in so-called “high- risk countries” or in places where subcontractors are often interchanged. We don’t expect the supplier to have full knowledge, just to know that they have identified their risks and what those risks are.

A serious risk assessment also takes into account different problems in different countries and branches. If manufacturing takes place in low-income countries, for example, have minimum wages and deficiencies in the working environment been brought to attention? If manufactur-

ing takes place in China, has the lack of free trade unions, violating ILO Convention 98, been discussed?

It is positive if the supplier also describes which methods they use to determine risks in the supply chain, and it is even better if this entails having routines to collect information from local experts/organisations.

The ability to account for actual risks implies that the suppler is working seriously.

If it can be discerned that the supplier has reviewed local legislation, the impression of their responsible management of risks is strengthened.

The risk analysis should be continual as the risks for negative effects on human rights changes over time and as the supplier's own operations change.

Assessment and Guidance

- ***GREEN is given if:***
  - The supplier has marked "Yes", and in the description:
  - Can account for countries (and in certain cases, regions/towns) for an, in principle, unbroken supply chain, i.e. manufacturing in several steps including something about raw materials and inputs.
  - Can describe large sections of the supply chain in a detailed and reliable way, but admits that not all subcontractor steps are known (but is planning to investigate).
- ***YELLOW is given if:***
  - The supplier has marked "Yes", but does not provide a description that supports this.
  - The supplier has marked "in part", but provides limited information or if the account appears incomplete in some other way (lack of details, large gaps in the manufacturing chain or similar).
- ***RED is given if:***
  - The supplier has marked "no"
  - The supplier has marked "yes", but provides no information which supports this.
  - If the supplier cannot account for where any production takes place.

Question 2

Do you place social/environmental requirements on your suppliers that correspond to the terms and conditions of this agreement? *(Yes/No. If Yes, describe what may possibly differ.)*

In this question, the supplier should give an account of as to if their code of conduct/policy/contractual text is consistent with the social/environmental requirements of the contract. If something is missing, the supplier must explain why this is the case as well as state when they plan to correct this difference.

Ideally, the social/environmental requirements used by your suppliers should be stated in a formally adopted document that has been accepted by senior management in the form of a code of conduct or policy. The document should also be publicly available.

If the supplier has not yet adopted such a policy, one alternative is that they are provided with a contractual text that includes all of the requirements in our CoC.

The supplier's code of conduct/policy/contractual text should include basic and internationally recognised conventions, i.e. UN's Guiding Principles on Business and Human Rights, ILO:s eight core conventions and http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm), The United Nations Convention on the Rights of the Child, Article 32, the labour protection and labour environment legislation in force in the country of production, national legislation on external environmental conditions and the UN Convention against Corruption.

Assessment and Guidance

- ***GREEN is given if:***
  - The supplier places requirements on its subcontractors that exactly correspond to yours, as well as attaches or links to a code of conduct, or similar, that underpins this.
  - The supplier states that they include the requirements of the code of conduct in agreements with their suppliers.
  - Examples of credible codes of conduct or similar can be those that include:
  - References provided to all of the international conventions named above.
  - The content has been adopted by the Board and is approved by management.
  - The requirements relate to the specific product that the supplier delivers.

  The supplier can also receive green if it has all requirements in contractual texts with its suppliers.

- ***YELLOW is given if:***
  - The supplier answers "Yes" and places requirements, but these do not cover our requirements.
  - The supplier places requirements, but has a deficient code of conduct or policy. Examples of deficient codes of conduct or similar can be that:
  - The policy is missing references to all of the international conventions named,
  - Nothing indicates that the policy is accepted and integrated by either management, the Board or in operations.
  - The requirements are too generally stated.
  - Answers "Yes", but does not account for social/environmental requirements being placed on its suppliers.

- ***RED is given if:***
  - The supplier answers "No".
  - Answers "Yes", but cannot account for placing any social/environmental requirements on its suppliers.

Question 3

Do you require your suppliers to place corresponding requirements on their subcontractors for agreements in question? *(Yes/No. If yes, describe how)*

Here, we would like to know that the responsibility of the supplier does not end at the first level

of suppliers, but also includes subcontractors as it is common that more problems concerning working conditions and environmental conditions occur at the level of subcontractors.

We understand that the supplier does not always have full control over the entire supply chain, but would like to see that they have tried to get their subcontractors to follow the same requirements.

Assessment

- ***GREEN is given if:***
  - The supplier answers "Yes" and can describe how they include the requirements in their contracts with subcontractors.
- ***YELLOW is given if:***
  - The supplier answers "Yes", but does not provide a description or a description which is credible.
  - The supplier answers "Yes", but only partially requires that the same requirements be applied to subcontractors, or is less credible.
- ***RED is given if:***
  - The supplier answers "No" and does not require that the same requirements be applied to subcontractors.
  - The supplier answers "Yes", but it is obvious that the same requirements are not applied to subcontractors.

Question 4

Are you aware of, and do you minimise risks for, violations of human rights during the production of those goods and services being supplied according to this agreement?
(Yes/No. If yes, describe how)

Guidance

The UN Universal Declaration on Human Rights and the UN's Guiding Principles for Business and Human Rights:

Here, we would like to see that the supplier has begun the task of identifying and minimising the potential risks for violations of human rights in the supply chain. The UN Universal Declaration on Human Rights is comprised, in part, of civil and political rights and, in part, of economic, social and cultural rights. Violations of human rights can therefore be everything from a manufacturer in the supply chain paying such low salaries that employees cannot cover costs for basic needs such as food and shelter, or that a supplier of telecom services has placed parts of the supply chain in a dictatorship which allows the company to release sensitive information on political opponents. The supplier is expected to deepen the sections of the risk analysis that they have described in Question 1, concerning human rights. The risk analysis should be continual given that risks for negative influences on human rights change over time along with the development of the supplier's operations.

Assessment

- ***GREEN is given if:***
  - If the supplier answers "Yes" and can describe a number of identifiable risks for violations of human rights in its supply chain, as well as describe what actions have been taken to minimise these risks.
- ***YELLOW is given if:***
  - If the supplier answers "Yes", the description of these efforts is incomplete, irrelevant or not credible for some other reason.
- ***RED is given if:***
  - If the supplier answers "No" without explanation.

Question 5

Do you ensure that child labour does not take place in the production of goods and services being supplied according to this agreement? *(Yes/No. If yes, describe how)*

Guidance

UN Convention on the Rights of the Child, Article 21 and ILO Convention 138.

Here we would like to know what the supplier does in order to be certain that child labour (up to 15 years of age) does not take place and that they follow the rules as to under which conditions youth workers (between 15 and 18 years of age) work in the manufacturing of the goods and services that are being delivered according to this contract. The supplier should state how they have looked into the risks that child labour takes place (they may refer to the risk analysis in Question 1), how they minimise the risk (for example, through training, audits, complaint mechanisms) and how they manage situations of child labour if and when they are discovered (for example, by having a policy for deviations or experiences from earlier cases). Deviations can be considered acceptable as long as the supplier can show how they have been managed in a correct manner and are working to prevent similar occurrences in the future. It can generally be considered more credible that the supplier can account for problems identified and demonstrate corrective measures, rather than stating that no problems exist, especially if their supply chain includes production in risk countries/low-income countries.

Assessment

- ***GREEN is given if:***
  - If the supplier answers "Yes" and can describe in detail and in a convincing way how they try to prevent child labour and that rules for young workers are followed.
  - The description should be detailed enough to get a clear understanding as to if the supplier is aware of which risks for child labour exist and that they have taken suitable measures to do something about these (can be in the form of policies, training, dialogue with suppliers, etc.).
  - The description can also include something about how potential deviations in the supply chain can be corrected, indicating that the child's best interests are taken into account in

the first place, and, for example, contributed to the child being able to go to school instead.

- Note that it is credible if the supplier has identified portions of the supply chain where risks for child labour can exist (for example, in mining or cotton farming), but have not been able to reach due to the fact that the distance is far from their contracting partners. It can be considered positive if the supplier additionally has a plan as to influence even this part of the chain in the future.

YELLOW is given if:

- If the supplier answers "Yes", but the description of how child labour among suppliers is being prevented is incomplete, irrelevant or not credible for some other reason.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.

Question 6

Do you ensure that forced labour is not used in the production of the goods and services being supplied according to this contract? *(Yes/No. If yes, describe how)*

Guidance

International Labour Organisation (ILO) Conventions 29 and 105.

Here we would like to know what efforts the supplier takes in guaranteeing that forced labour does not take place in the manufacturing of the goods and services delivered according to this contract. The supplier should describe how they have determined if there are risks that forced labour takes place (they may refer to the risk analysis in the answer to Question 1), how they minimise this risk (for example, through training, audits, complaint mechanisms) and how they manage forced labour if it is discovered (for example, through a policy on deviations or experience from earlier cases). Deviations can be considered acceptable as long as the supplier can show how they have been managed in a correct manner and are working to prevent similar occurrences in the future. It can generally be considered more credible that the supplier can account for problems identified and demonstrate corrective measures, rather than stating that no problems exist, especially if their supply chain includes production in risk countries/low-income countries. A relatively common form of forced labour (in certain countries) is confiscating the identity documents of migrants workers and/or placing them in debt to agents which charge fees upon providing employment; this combination can lead to the employee being indentured to the employer.

Assessment

GREEN is given if:

- If the supplier answers "Yes" and can describe in detail and in a convincing way how they try to prevent forced labour.
- The description should be detailed enough to get a clear understanding as to if the supplier is aware of which risks for forced labour exist and that they have taken suitable measures to do something about these (can be in the form of policies, training, dialogue with suppliers, etc.).

- Note that it is credible if the supplier has identified portions of the supply chain where risks for forced labour can exist (for example, in Malaysia, in the extraction of certain minerals), but have not been able to reach due to the fact that the distance is far from their contracting partners. It can be considered positive if the supplier additionally has a plan as to influence even this part of the chain in the future.

YELLOW is given if:

- If the supplier answers "Yes", but the description of how forced labour among suppliers is being prevented is incomplete, irrelevant or not credible for some other reason.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.

Question 7

Do you act against discrimination and harassment in the production of the goods and services being supplied according to this contract? *(Yes/No. If yes, describe how)*

Guidance

International Labour Organisation (ILO) Conventions 100 and 111.

In answering this question, the supplier is expected to describe how risks for discrimination and harassment are met and prevented. The supplier should not differentiate employees on the basis of, for example, skin colour, gender, marital status, pregnancy, religion, sexual orientation or political views. For example, can the supplier account for clear communications to subcontractors on trade union rights and that the supplier actively informs the employees about this in their local language.

Assessment

GREEN is given if:

- If the supplier answers "Yes" and can account for which methods/means of working are used to combat the type of discrimination that is identified in their risk analysis (e.g. discrimination against trade union activists, women, migrant workers, minority groups, certain victims of disease).
- The description should be detailed enough to get a clear understanding as to if the supplier is aware of which risks for discrimination exist and that they have taken suitable measures to do something about these (can be in the form of policies, training, dialogue with suppliers, etc.).

YELLOW is given if:

- If the supplier answers "Yes", but the description of how discrimination among suppliers is being prevented is incomplete, irrelevant or not credible for some other reason.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.

Question 8

Does your company support dialogue on working conditions between employee and employer? *(Yes/No. If yes, describe how and if there are currently union organisations or committees comprised of employee representatives)*

Guidance

International Labour Organisation (ILO) Conventions 87 and 98.

Dialogue, and by extension, negotiation between employers and employees is fundamental in order to secure good working conditions at a workplace. This question aims, therefore, to identify to what extent trade unions are present in the production of goods/services being delivered as a part of this contract. If trade unions do not exist, we are interested to know if there are other types of organised attempts at dialogue between the employees, for example through committees of some kind. Collective agreements in force can be attached, if they exist.

In countries where national legislation prohibits freedom of organisation (China, Vietnam and others), we cannot expect the presence of free trade unions, but there are other ways to facilitate dialogue between employers and employees. For example, even in China, employees can be encouraged to choose their own union representatives (even if their organisation must join the only state-sanctioned union). Here, the supplier should account for such activities in their answer.

Assessment

- ***GREEN is given if:***
  - If the supplier answers "Yes" and can describe their efforts to promote dialogue between employers and employees in the supply chain. The description should contain something that demonstrates that the supplier is aware of the situation of trade unions, especially if they can show evidence of union activity and collective bargaining with suppliers.
  - If the supplier answers "Yes" and provides a description that shows a different type of dialogue with suppliers, other than union dialogue (in the absence of union activity or in countries with legislation that restricts union activity), for example, employee-led committees of different types that have a continual dialogue with employers concerning working conditions/working environment.
- ***YELLOW is given if:***
  - If the supplier answers "Yes", but the description of how conditions are created for dialogue is incomplete, irrelevant or not credible for some other reason.
- ***RED is given if:***
  - If the supplier answers "No", but does not provide an explanation.

Question 9

Do you ensure that national labour laws are followed in the production of the goods and services being supplied according to this contract? *(Yes/No. If yes, describe how)*

Guidance

Labour law, including legislation on minimum wages, and social security applied in the manufacturing country:

Here, we would like to know how the supplier has determined whether or not their subcontractors follow national legislation regarding labour law (including legislation on minimum wages, overtime compensation and social security), how they minimise the risk that it is not followed, as well as how they manage possible deviations that are discovered. Deviations can be acceptable as long as the supplier can show that they have been managed correctly and are making efforts to prevent such incidences in the future. In general, it is more credible if a supplier can account for problems identified and actions taken than if they state that no problems exist. Typical deviations in this section include excessive overtime, incorrect overtime compensation, wages that are too low (lower than minimum wages, or minimum wages that do not cover basic needs) and that all employees are covered by social security in accordance with the law. It is commonplace in many countries that contracted or short-term employees/dispatch-workers experience worse conditions than regular employees and that they are exploited by employers in an improper manner.

Assessment

- ***GREEN is given if:***
  - If the supplier answers "Yes" and can describe in a detailed and credible manner how they ensure that deviations from labour law do not take place.
  - The description should include details which demonstrate that knowledge of the provisions of the labour law exists, as well as routines for preventing deviations from these requirements. For example, there may exist timesheet systems, wage specifications, systems for employees to obtain copies of their employment contracts, are aware of their rights and responsibilities as employees through written and verbal information in their local language, specially-appointed personnel and routines responsible for short-term or contracted workers to have the same working conditions as other employees.
  - The description should even raise the issue of how the supplier has analysed wage levels in those countries where production takes place (what is the minimum wage, and how does it compare to basic needs for food, housing, schooling, health care and savings in that area), and in the event that the supplier realises that the minimum wage in that regions does not cover basic needs, it should be stated how he has raised this issue with his supplier/suppliers and that they are developing an action plan for raising wages.
  - The description should contain something about how deviations from the working conditions in the supply chain are corrected. Here, one can be relatively sure that some deviations/problems have occurred if production is taking place in low-income countries.
  - If manufacturing takes place in "free zones" or countries where labour rights are severely restricted, the supplier should also show that they are aware of this and have a developed strategy that aims to maintain national labour laws as standard.

- Note that it is credible if the supplier has identified parts of the supply chain where there can be risks for deviations from national labour laws and the supplier, in these cases, can present a plan or ideas as to how these can be corrected in this part of the supply chain in the future.

YELLOW is given if:

- If the supplier answers "Yes", but the description of how they ensure that violations of national labour laws do not take place is incomplete, irrelevant or not credible for some other reason. (See above for what a "good" description should contain, at least in part).
- If the supplier cannot provide any evidence of deviations from labour laws despite the location of production in high-risk/low-income countries known for deviating from labour laws.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.

Question 10

Do you ensure that national legislation on worker protection and working environment is followed, in the production of goods and services being supplied according to this contract?
(Yes/No. If yes, describe how)

Guidance

National legislation on worker protection and working environment in the manufacturing country:

The issue of working environments is the area in which, by far, the most deviations from the requirements take place. Efforts made in the area of working environments should be preventative and continuous in order to prevent deviations. Thorough health and security routines are decisive. The monitoring of fire safety and fire safety routines falls also in this this area. We would like to know how the supplier has determined if their suppliers follow national laws regarding working protection and the working environment, how they minimise the risk that they are not followed and how they manage deviations when they are discovered. In certain countries, "free zones" exist where exceptions are made to national laws and where protection for workers can be weaker. In the case that manufacturing takes place in such free zones, the supplier should, in any case, follow national law to the extent possible. It is positive if the supplier seems aware of and knowledgeable of national legislation.

Assessment

GREEN is given if:

- If the supplier answers "Yes" and can describe in a detailed and credible manner how they ensure that deviations from national laws on worker protection and the working environment do not take place.
- The description should include details that demonstrate the existence of routines for the prevention of health and safety problems. For example, health and safety committees should be in place, specially appointed personnel should be made responsible, routines

for investigating and improving the working environment (noise levels, waste, ventilation, access to water, toilets, lighting, evacuation plans – also applicable to dormitories and kitchens, etc.), routines for guaranteeing that employees have access to suitable protective equipment, health and safety policies, health and safety training, fire drills, dialogue with suppliers on health and safety, etc.

- Note that it is credible if the supplier has identified parts of the supply chain where there can be risks for deviations from national laws on worker protection and the working environment (from examples in mining, treatment such as dyeing and bleaching). It is positive if the supplier can present a plan as to how this can be improved in this part of the supply chain in the future.

YELLOW is given if:

- If the supplier answers "Yes", but the description of how they ensure that violations of national laws on worker protection and the working environment do not take place is superficial, incomplete, irrelevant or not credible for some other reason. (See above for what a "good" description should contain, at least in part).
- If the supplier cannot provide any evidence of deviations from laws on worker protection and the working environment despite the location of production in high-risk/low-income countries known for deviating from labour laws.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.

Question 11

Do you monitor the manufacturer's/manufacturers' impact on the environment in the production of the goods and services supplied according to this contract?

(Yes/No. If yes, describe how)

Guidance

Environmental protection legislation in force in the manufacturing country:

Here, we would like to know if the supplier complies with the environmental protection legislation in force in the country. Here, the supplier should describe, for example, that the supplier and subcontractors have functioning water purification, waste management and store chemicals correctly (if the manufacturing of the good/service requires this). We would like to know how the supplier and subcontractors follow national laws regarding environmental protection (they may refer to the risk analysis in Question 1), how they minimise the risk that it is not followed, as well as how they manage possible deviations that are discovered. Deviations can be acceptable as long as the supplier can show that they have been managed correctly and are making efforts to prevent such incidences in the future. In general, it is more credible if a supplier can account for problems identified and actions taken than if they state that no risks to the environment exist. The supplier should also mention possible certifications concerning the environment that exist in the supply chain.

Assessment

GREEN is given if:

- If the supplier answers "Yes" and can describe in a detailed and credible manner how they ensure that deviations from environmental law do not take place.
- The description should include details that show that they are knowledgeable about what environmental laws prescribe and have routines that prevent deviations from these requirements. There should, for example, be systems in place to monitor emissions into water and the air and chemical and waste management, specially designated personnel who are responsible and routines to guarantee that environmental protection is continually upheld at the workplace(s).
- The description should include some form of inspection by the authorities of compliance with environmental laws and the possible risk for corruption in receiving various permits/ inspection, etc.
- Note that it is credible if the supplier has identified parts of the supply chain where there can be risks for deviations from national environmental laws and the supplier, in these cases, can present a plan or ideas as to how these can be corrected in this part of the supply chain in the future. This concerns, above all, parts of the chain that can be especially vulnerable, such as pharmaceuticals, plastic or metal production.

YELLOW is given if:

- If the supplier answers "Yes", but the description of how they ensure that violations of national laws on the environment do not take place is superficial, incomplete, irrelevant or not credible for some other reason. (See above for what a "good" description should contain, at least in part).
- If the supplier cannot provide any evidence of deviations from laws on the environment even though the production if this type of good has known effects on the environment.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.

Question 12

Do you act against corruption in the supply chain in the production of the goods and services supplied according to this contract?

(Yes/No. If yes, describe how and kindly provide examples).

Guidance

The UN Convention against Corruption.

Here, we would like to know what efforts the supplier takes to prevent and uncover corruption, both within their own company and with subcontractors. Both the supplier and its subcontractors should have a system in place to prevent and uncover corruption. The supplier should clearly communicate to its subcontractors that corruption can never be tolerated. A risk assessment should be conducted at least once a year concerning corruption and how risks should be managed. Training and thorough routines for bookkeeping and accounting are also important tools in preventing corruption. Is training carried out with co-workers in particularly vulnerable

parts of operations? In order to uncover corruption, there should be a system where employees can anonymously report suspected corruption. All employees should be aware of the system and how to go about anonymously reporting corruption.

Here we would like to know how the supplier determines how their suppliers act to prevent and uncover corruption (for example, through the risk analysis), how they minimise the risk that corruption occurs (for example, through training, audits, complaint mechanisms) and how they manage cases of suspected corruption (for example, through a policy for deviations or experiences from earlier cases). It is important that the supplier clearly has zero tolerance for corruption. As efforts against corruption have recently been developed and strengthened, we must also have a certain understanding that not all preventative measures are in place yet, but that there should be a clear timeframe as to when they should be in place.

Assessment

- ***GREEN is given if:***
  - If the supplier answers "Yes" and can describe in a detailed and credible manner how they ensure that corruption does not take place.
  - The description should include details that show knowledge of where corruption can occur (perhaps a reference to the risk analysis in 1.2), shows that the supplier has a system of zero tolerance for corruption throughout the entire supply chain, that training takes places, that there are possibilities to anonymously report warnings, thorough bookkeeping and financial audit and that risk analyses of corruption in the chain are carried out on an annual basis.
- ***YELLOW is given if:***
  - If the supplier answers "Yes", but the description of how they ensure that corruption does not take place is incomplete, irrelevant or not credible for some other reason. (See above for what a "good" description should contain, at least in part).
- ***RED is given if:***
  - If the supplier answers "No", but does not provide an explanation.

Question 13

Have social audits regarding compliance with social/environmental requirements been conducted with the suppliers in this contract? *(Yes/No. If yes, please attach audit reports)*

Here, we would like to know to what extent the supplier has conducted social audits and has verified that the requirements are followed. Supporting documentation can be audit reports, review reports or something similar. It can also include a time plan for completed inspections. Another way would be if the supplier can describe how many audits are completed, how many deviations were identified and how many corrective actions they have taken for suppliers that are a part of the current contract.

Reviews concerning social responsibility can take place in many ways, from internal monitoring to audits by auditing firms. It can also be very useful, if the company has developed its own

competence in this area through internal audits, however, they must be able to account for doing this. There are reviews that can be conducted by multi-party initiatives, where unions and special interest organisations have insight, such as, for example Fairtrade, or Fair Wear Foundation (FWF), and reviews that are conducted by business initiatives such as the Business Social Compliance Initiative (BSCI) or Social Accountability 8000 (SA8000). Social audits are sometimes manipulated and it is important to review them especially carefully. An audit report without any findings is less credible than a report with deviations and an action plan for corrective measures.

Assessment and Guidance

- ***GREEN is given if:***
  - If the supplier answers "Yes" and includes documentation which appears thorough and recent, and if
  - Audits have been conducted of a relatively large part (at least, one-half) of the suppliers of the contract in a relevant part of the supply chain (i.e. in contrast to the RISK for deviations).
  - Documentation that supports a green mark is, in part, audit reports or another report from a review, or a time plan for conducted inspections or a list of how many audits have been completed, how many deviations, and how many corrective measures have been taken of relevance for the current contract.
  - A thorough review/audit should, for example, account for all of the ethical requirements, include a description of methodology and show that the reviewer has physically visited the production site. Serious reviews also include the comments of employees, or alternatively, comments from local unions and organisations. Further examples of a thorough and serious review include detailed and clear descriptions of potential anomalies and action plans. If there are a large number of suppliers reviewed and active in the current contract, a few representative samples of documentation is enough.

- ***YELLOW is given if:***
  - If a suppler answers "Yes", but can only show that a small part/or irrelevant parts (in contrast to the RISK for deviations) have been audited in the supply chain.

- ***RED is given if:***
  - If the suppler answers "No", but does not provide an explanation or documentation.

Question 14

Do you have routines to manage deviations from social/environmental requirements stipulated in the contract? *(Yes/No. If yes, describe these routines)*

Guidance

Here, we would like to know that the supplier has routines to manage deviations from the requirements. The supplier should be able to describe time-bound plans for corrective measures. We would like to be able to see which problems have been identified and what efforts for improvement have been undertaken.

The requirement is that the supplier has routines to correct and prevent deviations, especially if the company's supply chain involves production in low-income countries/high-risk countries.. In other words, it is more credible if the supplier can account for problems identified and describe corrective measures, than if it states that no problems occur.

Assessment

- ***GREEN is given if:***
  - If the suppler answers "yes" and can demonstrate routines, such as risk assessment, training and audits, and can provide examples of identified deviations and clear goals and time plans for managing these (given that the supply chain involves some obvious risk countries/low-income countries).
  - If the supplier answers "yes" and can demonstrate routines, such as risk assessments, training and audits and, in a convincing way, show that deviations do not take place in the supply chain (given that the supply chain does not involve any obvious risk countries/ low-income countries).
- ***YELLOW is given if:***
  - If the supplier answers "yes" or "in part" but cannot demonstrate any credible routines, such as risk assessment, training or audits.
  - If there are large faults in routines, such as a lack of plans for correcting deviations or a lack of timelines for corrective measures.
- ***RED is given if:***
  - If the supplier answers "No" or "In part", but cannot describe any concrete routines, deviations or plans for corrections (i.e. no reasonable description of the routines).

Question 15

Are any other efforts taken to comply with the social/environmental requirements, such as, for example, training, changed methods of purchasing or complaint mechanisms?
(Yes/No. If yes, describe these efforts)

Guidance

We would like to see if the supplier has complaint mechanisms in force (so-called "whistle blowing") or taken any measures, through training and/or changed purchasing methods, aiming to determine if subcontractors have the possibility to follow the social/environmental requirements. It is often such measures that will have a more long-term positive effect and increases the likelihood that our requirements are followed.

Concerning the management of complaints, we would like to know if employees in the production process, or others that are affected by the production of the goods/services, can register a complaint if the social/environmental requirements are not being followed. As this area is relatively new in the requirements, we can expect that many suppliers have not developed this function yet, however, we would like to see that they have plans to do so.

Concerning training, can the supplier show that it has informed its suppliers about the social/

environmental requirements? If they have shown that they have their own code of conduct/policy/contract text containing all parts of the social and environmental requirements, it is sufficient if they describe how these have been communicated further down the chain. They are expected to describe which ways the suppliers involved in the contract have been informed of the requirements. If they attach documentation, the assessment is strengthened. Examples of relevant documents can be a report from a training or a dialogue where the requirements were discussed,. It is positive if they have translated the code of conduct/policy/requirements into local languages.

Assessment

GREEN is given if:

- If the supplier answers "Yes" and can describe any training efforts that have been completed together with one or more of their suppliers, as well as the aim, content and results of the training.
- If the supplier answers "Yes" and can describe how they integrate purchasing with their efforts at meeting the social and environmental requirements through, for example, giving priority to subcontractors that work for improved conditions.
- If the supplier answers "Yes" and can describe another measure taken which is considered important in order for the social/environmental requirements to be fulfilled.
- If the supplier marks "Yes" or "In part" and says that they have informed the suppliers and can account for this, for example, if the supplier has translated the code to local languages. Another example can be if the supplier has conducted training on the code for factory management and/or employees concerned further down in the supply chain.
- If the supplier answers "Yes" and can describe how their complaint mechanism works and that is has been developed so that interested parties in the supply chain have the possibility of using it (for example, that it is available in the local language, is reachable using a local telephone number, involves a local organisation/expert).
- If the supplier answers "Yes" to at least three of the points above, GREEN is given.

YELLOW is given if:

- The supplier marks "Yes" and claims to have informed subcontractors about the requirements, but give an incomplete or non-credible account of how this has occurred. An example can be if the supplier only describes that they have sent the code to the subcontractor for signature.
- If the supplier answers "Yes", but the description is incomplete, irrelevant or not credible for some other reason.
- If they supplier has made an effort (e.g. using new purchasing methods), but has not provided any training and does not provide any information on complaint mechanisms or, on the contrary, has developed a complaint mechanism, but has not made any efforts in the areas of purchasing methods or training.

RED is given if:

- If the supplier answers "No", but does not provide an explanation.
- The supplier marks "No", i.e. has not claim to have informed subcontractors about the code.

4. Special contract terms for use with the Code of Conduct for suppliers

Social responsibility

§ 1 In accordance with the purchaser's code of conduct for suppliers, all goods and/or services delivered under this contract be produced and/or supplied under conditions that are compatible with

- The UN Universal Declaration of Human Rights (1948)
- The ILO's eight core conventions on forced labour, child labour, discrimination, equal remuneration, freedom of association and right to organise (Nos. 29, 87, 98, 100, 105, 111, 138 and 182),
- The UN Convention on the Rights of the Child (CRC), Article 32,
- the protection for workers and the health and safety legislation applicable in the country of manufacture, and
- the labour law, including rules on conditions of pay, and the social insurance protections, in effect in the country of manufacture,
- The environmental protection laws applicable in the country of manufacture, and
- The United Nations Convention against Corruption (UNCAC).

The supplier must have procedures in order to ensure that the production of the goods and/or services delivered during the term of the contract takes place under conditions that are compatible with the fundamental protections and the provisions concerning conditions in the supplier's supply chain as indicated above. In the event that there is a difference between the domestic and international regulations, it is the higher standard that will be applicable.

The procedures shall include the following, at a minimum:

- Division of responsibilities at the supplier regarding social responsibility in the supply chain.
- A description of how subcontractors used for the production are assessed based on social perspective.
- What demands are placed upon the subcontractors in terms of social responsibility? These must at a minimum correspond to the requirements that the purchaser imposes upon the supplier under this contract.
- A description of how verification is done and dialogue with the subcontractors. The issues are controlled and discussed must be relevant to the requirements.
- Time schedule for monitoring and dialogue with the subcontractor.
- How deviations from the provisions are handled.

§ 2 The supplier is obligated, upon request from the purchaser, to give an account of how the requirements of § 1 are being fulfilled. The information or report must be made in such a manner and within the time period that the purchaser requests, to the extent this is not unreasonable. The supplier is additionally obligated to make it possible for the purchaser, either in person or by a representative, to conduct inspections at the premises of the supplier and/or any of the

supplier's subcontractors in order to ensure that the requirements of § 1 are being fulfilled. The supplier shall assist in these inspections so that they are carried out in an effective and efficient manner.

§ 3 If the purchaser, for example via the findings of the inspection carried out by or on behalf of the purchaser or otherwise, has reasonable cause to suspect that the requirements of § 1 are not being fulfilled, the supplier is obligated to show, via their own investigation, that they are meeting these requirements. Otherwise, what provided in § 4 will be applicable. An investigation under this provision is not a prerequisite for the application of § 4.

§ 4 Inadequate or insufficient fulfilment of the obligations in §§ 1-3 constitutes a breach of contract. The purchaser may, by reason of the breach of contract, give notice of termination of the contract, in whole or in part, with immediate effect. If the purchaser deems it more reasonable, a rectification may be requested to be effected within the time frame the purchaser establishes, provided that the time period proscribed is not unreasonably short. Failure to make the rectification, or if the rectification is unsatisfactorily deficient or otherwise inadequate, the purchaser is entitled to a reduction in price commensurate to the purchaser's interests in the requirements being met, or may give notice of termination or may terminate the contract with immediate effect.

§ 5 The purchaser is entitled to terminate this agreement, in its entirety or in part, with immediate effect, without being obligated to pay any compensation to the supplier if the supplier or any of the supplier's subcontractors supplying essential functions for this agreement (unless such obligations of the subcontractor are taken over by the supplier or another subcontractor who is reasonably acceptable to the purchaser), are subject to any of the circumstances set out in Chapter 10, §§ 1-2 of the Swedish Public Procurement Act (Lag (2007:1091) om offentlig upphandling) or the corresponding requirements of the prevailing procurement legislation.

5. Code of Conduct

The Code of Conduct is uploaded on http://www.sll.se/Global/Om%20landstinget/Upphandling/code-of-conduct.pdf. The Code of Conduct will be updated as and when necessary.

3. Eindhoven: Structured bidder declaration and dialogue

Public Administration:
The Municipality Eindhoven (Gemeente Eindhoven) was one of the first municipalities in the Netherlands incorporating social criteria in its tenders. Their annual purchasing volume is around € 250 million.

Products:
telecommunications (mobile devices and network) including ICT hardware for the municipality Eindhoven and partly for the region "Veiligheidsregio Brabant-Zuidoost". The tender contained of three slots:

1. fixed telephony services;
2. mobile communication services;
3. mobile devices (smartphones) and MDM (Mobile Device Management), all of which included ICT hardware (e. g. modems, cables, masts)

Contract period: 2013 – 2017 (framework contract)

Total value: € 2.2 million

Type of tender: open tender

Social standards referred to: ILO core conventions, the Universal Declaration of Human Rights and additional criteria related to living wages, working hours, safety, fair trade standards, minimum price and pre-financing

Main procedural stage of the tender: contract performance conditions

Verification scheme: risk analysis and reporting

Name of suppliers (different slots):
ProAssist (Dutch ICT distributor), Tele 2 and Vodafone

Inform your bidders about risks in the supply chain!

I. Background

In the Netherlands, since 2013 all tender contracts from the national government that exceed the European threshold must include social criteria. The Ministry of Infrastructure and Environment developed a standard contract document in 2010 which is obligatory for all central government bodies and optional for the others.

The reasons for Eindhoven municipality to implement social criteria in their tenders were both the governmental requirements on socially responsible public procurement, but also a negative experience concerning the impact of a previous tender: The sett paving of the Catherina-Church in Eindhoven was done with natural stones from China presumably stemming from child labour. In 2011, the Board of Administration launched a new sustainability program. The municipality uses the TNS-approach ("The Natural Step").[5] Since 2014 the municipality incorporates social criteria in all relevant European tenders.

II. Approach

Eindhoven chose this tender as a pilot project in order to examine how social criteria might be implemented best. For this, Eindhoven combined the above mentioned standard contract document with their own additional document on human rights risks in the supply chain of the relevant product and started an intensive dialogue with the winning bidders after the award.

Standard approach

The standard contract performance conditions contain a risk-based approach with three possible regimes:

1. The company is a member of a multi-stakeholder initiative which covers the human rights risks
2. The company sees no risks of human rights violations
3. The company sees risks or does not know if there are any risks. In this case the company has to perform a risk analysis and fulfil specific reporting obligations.

The conditions in this standard contract document are applicable after signing the contract (contract performance conditions). Thus only the winning bidders have to sign the bidder declaration and to mark with a cross, what regime is relevant for the company in this case (cf. appendix).

Still, all bidders have to agree with the generic social conditions by means of agreement: In an appendix to their tender, they have to confirm several issues and they have to agree with signing the bidder declaration in case they win the tender. Registrations of bidders that have not

5 Cf. www.thenaturalstep.org/our-approach/

accepted these conditions do not meet the provisions of the tender documents and therefore cannot be accepted. The municipality rejects such bids in order to prevent unequal treatment.

Eindhoven approach

Eindhoven used these standard contract performance conditions, but they added an additional explanatory document (cf. appendix). In this document it was indicated which human rights risks occur in the supply chain of telecommunications. This was a tactic move to avoid that subscribing parties might confine themselves by saying there were no risks in their supply chain. By submitting this specific document, the supplier was not able to choose regime 1 (due to the fact that no multi-stakeholder-initiative exists for ICT currently). It was also made difficult for bidders to choose regime 2, where the supplier had to explain why they do not have the specific risks in their supply chain. By choosing regime 3, the supplier had to make a public statement regarding the use of social conditions in their supply chain. Furthermore, the explanatory document included additional criteria related to living wages, working hours, safety, fair trade standards, minimum price and pre-financing.

After the award of the contract, Eindhoven invited the three successful companies separately for a meeting on the social conditions, in which the companies had to indicate under which regime they fall. Eindhoven also invited a human rights expert [6] to support them and invited MVO Nederland (centre of expertise for Dutch companies that are striving towards corporate social responsibility) to support the companies, meaning that they helped them to understand the impact of the social conditions. Two of the three companies were advised by MVO Nederland afterwards how to implement the social conditions.

III. Results and outcomes

Reaction of bidders

The bidders were willing to deal with the social issues and some of them were also prepared through their own CSR policies. The issue even proved to be an incentive for companies to differ from their competitors. Still, knowledge about CSR and about working conditions in the supply chain differed widely from one bidder to the other. For two of the companies the issue was relatively new and they picked up the subject very seriously and are working on further implementation of human rights in their supply chain. A third company, which was experienced in using social conditions in their supply chain, found the Eindhoven approach useful for their internal management, as they could show the head office, that the customer (in this case Eindhoven) finds human rights important and essential for their purchasing decision.

The dialogue aspect of the tender was crucial for the success. Thus ProAssist, as one of the bidders, was initially at a loss in terms of how to deal with the social conditions set out in the tender. At first they thought these social conditions meant their company's social policy towards

6 The pilot was selected for a project of the Ministry of Infrastructure and Environment to assist on applying the social criteria. This project delivered the human rights expert through the Dutch NGOs SOMO and HumanRights@Work.

their staff in the Netherlands, and thus marked the 'no risk' box (regime 2). But through the subsequent dialogue with Eindhoven and guidance through MVO Nederland they understood that no international labour and human rights violations should be allowed to occur in the entire supply chain. In the next attempt, ProAssist chose to mark regime 3: "The company sees risks or does not know if there are any risks.", committing to doing a risk analysis and fulfilling specific reporting obligations.

Consequences for the bidders and the contracting authority

As a SME ICT distributor, Pro Assist asked themselves, how they as a small buyer could at all influence giant brand companies like Apple and Samsung. Still, through the Eindhoven tender they set to work, figuring out the workings of the supply chain, the materials in the mobile phones and the possible action strategies. An online checklist[7] helped in this process. To comply with the agreed contract performance conditions, first, they put in place a CSR policy and – together with other suppliers – considered how they could increase their influence. In a report, ProAssist provided to the municipality in the beginning of 2013, they described the risks in the supply chain and the measures of their supplier to meet these risks including the steps and progress during the contract performance for Eindhoven. In May 2013, a meeting with Eindhoven followed where the report was evaluated. As a direct consequence of the tender and the contract performance management, ProAssist's officially stated aim is to obtain ISO 26000[8].

An internal outcome of the pilot tender for Eindhoven was their official board decision to use social criteria in all relevant European tenders. Currently, around ten Eindhoven tenders include social criteria. Still, the annual follow-up has been a challenge for Eindhoven, lacking the capacity to follow the results of the Plans of Action. This has also had an effect on the further implementation of social standards at their contract partners. The Dutch NGO SOMO, who accompanies the Dutch government's SRPP policy, recommends an intense monitoring of public procurement agreements. Contract managers need to review the supplied documents thoroughly to show their severity and also to monitor if the suppliers comply during the whole term of the contract. They suggest to involve parties from civil society in this process or to consult their websites to signal indications that the standards have been violated. Through reorganizing and upgrading of the purchase department in 2016, Eindhoven hopes to have more contract managers to monitor the agreed conditions (not only for the social criteria, but also for the environmental conditions and other conditions) and thus to resume the contract management and monitoring as intensely as in the beginning.

7 Cf. http://www.mvorisicochecker.nl/nl
8 Cf. www.iso.org/iso/home/standards/iso26000.htm

IV. Conclusions

The main success of this pilot was the awareness about social production conditions – both the awareness of the successful bidders, but also amongst the employees of the municipality internally – and affecting the demand. The approach was quite labour intensive both for the municipality and for the winning bidders, but still very rewarding. Especially for small companies the tender requirements meant a starting shot for dealing with social issues in their own supply chain.

Strengths

- Both the document with background information provided in advance and the subsequent dialogue helped bidders to understand what the municipality expected.
- There were no increased direct costs through social criteria in the tender.
- As the approach is based on the general SRPP approach in Netherlands, bidders are confronted with the same demands as from other Dutch municipalities and might be better prepared.

Weaknesses

- As the focus of the social criteria is in the contract performance clauses, it is not possible to check in advance whether the bidder is able to comply with these.
- The intensive contract management is time consuming and requires increased staff capacity.

Lessons learned

An important success factor was the communication of the pilot project. This included both the attached document, everybody got with their device, and the intensive dialogue with the contract partners after the award. Sandra Poels from the procurement department of the Municipality Eindhoven states: “After the contract was awarded, we held extensive talks with each supplier as to how they could influence the entire mobile telephony supply chain, and especially how they could take a step in the right direction. Meanwhile, Tele2 and ProAssist are conducting joint research on how they, as sector, can influence large brands like Apple. For long-term improvements, it is crucial that the follow-up of the suppliers’ action plans continues throughout the contract period.”

V. Contact and useful references

Contact

Sandra Poels
Gemeente Eindhoven
Adviseur Duurzaam Inkopen & Aanbesteden, Afdeling Inkoop
Phone: +31 (0)40 - 238 6528
Email: s.poels@eindhoven.nl
www.eindhoven.nl/en.htm

Other useful references

http://mvoplatform.nl

The goal of the Dutch MVO Platform is to stimulate, facilitate and coordinate activities of different organisations in order to reinforce each other's efforts concerning corporate accountability in international context. Among others, it monitors the Dutch policy for SRPP.

https://www.pianoo.nl/public-procurement-in-the-netherlands/sustainable-public-procurement-spp

PIANOo (Professional and Innovative Tendering, Network for Government Contracting Authorities) is the Dutch public procurement expertise centre. On https://www.pianoo.nl/about-pianoo/sustainable-public-procurement-spp/spp-themes/social-conditions-in-global-supply-chains/getting-started-with-social public procurers are guided through the process of implementing social conditions step by step.

www.somo.nl/publications-en/Publication_4043/at_download/fullfile

A review of the Dutch policy for socially responsible public procurement by the Dutch NGO SOMO.

VI. Appendix

Appendix 1: Bidder declaration (excerpt)[9]

I declare, as contractor from [insert name of purchaser and title of the subject matter]

- to respect the international standards as described below.
- At the performance of the contract the following applies (tick one):
  - ☐ Regime 1: Multi-Stakeholder-Initiative: The bidder states in an appendix to which Multi-Stakeholder-Initiative it belongs.
  - ☐ Regime 2: No risks
  - ☐ Regime 1 in combination with 2: In an appendix it is explained which deliverables fall under which regime, and for regime 1, to which Multi-Stakeholder-Initiative the bidder is affiliated.
  - ☐ Regime 3: risk

Signature
Date and Place
Name of signatory
Function
Name of the contractor

Policy

The awarding authority implements sustainable procurement in accordance with the policy of the Dutch government. To this end, in the agreement the awarding authority requests of its contractor to contribute to, in short, the awareness of impact and to prevent and address them in line with the below set standards. This request is in line with the current international views on supply chain management and international corporate social responsibility (e.g. UN, OECD, ICC, SER).

9 The updated version of the bidder declaration as of 2015 is available in Dutch on www.pianoo.nl/document/4583/standaardtekst-aanvullende-internationale-sociale-voorwaarden-word-versie.

Standards

The general standards:

- Core labour standards as enshrined in the conventions of the International Labour Organisation (ILO) on the abolition of forced labour and slavery (29, 105), the abolition of child labour (138, 182), freedom from discrimination in employment and occupation (100, 111), freedom of association and right to collective bargaining (87, 98).
- The human rights of the Universal Declaration of Human Rights (UDHR) and effects thereof in binding treaties related to labour and business.

Regimes

1. Multi-Stakeholder-Initiative. The contractor or the subcontractor anticipates risks of non-compliance with the standards and is connected to a relevant supply chain initiative which is on the list of qualified supply chain initiatives as published on www.rijksoverheid.nl/onderwerpen. Proof is provided at the first request of the contracting authority.

2. No risk. The contractor anticipates no risk for non-compliance with the set standards in his own company and in the supply chain. The contractor is open for and takes into account signals from society that suggest that the standards are not implemented properly.

3. Risk. The contractor made a reasonable effort to implement the standards and provided that these standards will result in a liability of the contractor to perform the following activities within the framework of the implementation of the agreement. The contractor analyses the risk for non-compliance with the standards in his own company and in the supply chain. He tries to the best of his ability and within his knowledge to implement the agreed standards in his own company and in his supply chains, in order to prevent and minimize any risks. Furthermore he takes appropriate measures to eliminate non-compliance. For this purpose he utilizes his trade relations with his suppliers whenever possible. He monitors the progress of the standard implementation in his supply chain systematically. Furthermore he is amendable for signals from society indicating that the standards have not been implemented sufficiently and incorporates this input in his own work. He publicly reports on the implementation of the social conditions under the agreement annually, either in a broad annual social report or in a declaration according to ISO 26000 and informs the client of this without delay. In either case, the report is (also) in Dutch or English.

Appendix 2: Eindhoven's product-related document for bidders

Summary of additional information and changes for tendering for telephony:

The client is aware of the existence of the following risk situations with regard to the prescribed standards that may be relevant to the contract:

The following risk situations exist in the electronics industry, which includes telephone hardware, with regard to social standards:

- For the production of electronic devices, including telephones, regular violations of various ILO standards have been identified in certain high-risk countries (including but not limited to China, India, Malaysia, Mexico and South Korea). The wages and benefits paid for a standard working week are often inadequate to meet the basic needs of employees and their families (a living wage) and the minimum wage is also sometimes not paid. Long hours and forced overtime are also common in many countries (e.g. China). Trade union rights and collective labour negotiations are restricted or prohibited. Discrimination against certain groups of employees, such as immigrants, also occurs frequently.
- In some countries (e.g. China and South Korea) some electronics companies discharge waste on a largescale that could damage the health and safety of local residents.
- The electronics industry uses many different metals that are extracted through mining, often from African countries. The relevant risk situations are: involvement in or inadvertent contribution to local conflicts and child labour; the safety and health of employees.

In accordance with the social conditions system of the government, we expect the contractor to indicate at the conclusion of the contract whether it identifies these risk situations in its own supply chain that are relevant to the contract. There are no existing qualified supply chain initiatives (as yet) for this sector (www.rijksoverheid.nl). Therefore, the contractor will not fall under regime 1 (see brochure) of the social conditions. If you cannot see any risks in your supply chain (regime 2) at the conclusion of the contract, this means that:

1. Your products (including the raw materials) come from countries where these risk situations do not exist.
2. You have fully analysed your supply chain, performed a risk analysis of your supply chain and set up such control mechanisms that you can exclude these risk situations.

We expect you to substantiate this at the conclusion of the contract.

If these risks (may) occur in the supply chains which are relevant to this contract, you fall under regime 3 and we expect the contractor to make a reasonable effort to avoid and reduce these risk situations. We expect you to submit a plan of action for this purpose within one month after the conclusion of the contract, showing that:

- You have analysed your supply chain and you know where the relevant risks arise.
- You have a policy showing that you agree with the social standards.

- You have taken appropriate measures which illustrate how you attempt to reduce risks and seek to eliminate the violation of standards. You specify your priorities in this context.
- You indicate how you monitor these appropriate measures.
- You indicate how you consult your stakeholders for this purpose

A contractor that has not performed the above mentioned actions within one month of the commencement of the contract may then refer to the measures in his best efforts obligation and indicate a timeline for the implementation in the plan of action.

A year after the conclusion of the contract, we expect you to report publicly on your best efforts obligation. For this you can use your existing sustainability report and make reference to the relevant sections.

(For further information, see the CSR Netherlands website with contact points to support businesses: www.mvonederland.nl)

4. ITDZ Berlin: Market dialogue

Public administration:
The ITDZ Berlin (IT-Dienstleistungszentrum, IT Service Center) was founded in 2005 and is a full-service provider and the central IT contracting authority for the administration of Berlin. ITDZ is organized as a public institution. The annual gross contract volume for hardware and software was around € 76 million in 2014.

Products: servers

Contract period: up to 4 years (single contracts and framework agreement)

Total value: just under € 200,000

Type of tender: open tender

Social standards referred to: ILO core conventions

Main procedural stage of the tender: award criteria (credit points)

Verification scheme: market dialogue, declaration and documentation provided by the bidder

I. Background

For many years the ITDZ has set the standards in terms of "Green IT". Later on they also began to integrate social criteria in some tenders. It was, however, considered unsatisfactory that bidders often provided self-declarations that were not verifiable. Due to the complex supply chain of the products, it was not clear: What can we ask of the bidders? Therefore, the responsible department in the ITDZ decided to open a direct dialogue with the manufacturers in order to clarify, prior to the tender, what they can realistically demand in their invitations for tender.

II. Procedure

Market research and market dialogue

For many public entities, it has proved to be helpful to do market research prior to an invitation to tender. For such a research, for example other public entities or non-governmental organisations (NGOs) can be contacted. Also internet databases, such as TED, Standards Map or Kompass Nachhaltigkeit may be suitable for some preliminary research.[10]

An effective element of market research is an open market dialogue with companies or business associations. The direct consultation with potential suppliers should be carried out openly and transparently. One way is to publish a prior information notice in the Official Journal, which describes the planned procurement and addresses interested bidders. Another possibility is to invite the relevant associations rather than individual companies in order to avoid any semblance of discrimination.

Within a technical dialogue, it is then possible to identify risks in the supply chain and measures to overcome them. There should, of course, be a clear separation between the market dialogue and the beginning of the formal tendering procedure. In case that the specifications for the tender are drawn up using the technical dialogue and the consultation, public entities have to make sure that the dialogue or consultation does not impair fair competition and/or that certain bidders are not given any unfair competitive advantages.

Practical approach of the ITDZ

This is how the ITDZ as the central IT public procurement authority in Berlin proceeded in its last tenders for servers. Prior to the invitations to tender, a technical dialogue was carried out as usual as part of the general preparations. For the first time, this included a market dialogue on social and labour standards in the supply chain of manufacturers. Following extensive market research, all market relevant manufacturers were invited.

Together with the invitation, the companies received several questions about social and labour

10 http://ted.europa.eu, www.standardsmap.org/, http://oeffentlichebeschaffung.kompass-nachhaltigkeit.de/

rights in their production (cf. appendix). These questions were based, among other things, on questions published by Dataport (cf. the case study in this guide), and supplemented by further questions from ITDZ. The questionnaire was discussed in advance with an NGO in order to clarify the sufficiency and relevance of the questions.

The market dialogue was conducted individually with each manufacturer. From the preliminary research to the agreement of the dates for the meetings and the meetings themselves, this took about half a year. Each meeting, which not only included social, but also e.g. technical issues, took about 3 to 4 hours. The workload was not higher than if only the technical data had been obtained. The results of the market research as well as the answers and discussions of the market dialogue were taken into account when drawing up the list of requirements for the tender.

III. Results and outcomes

Bidders responded positively to the demands of socially responsible production and constructively and openly shared information about the raised questions. Additional enquiries by the ITDZ were in most cases answered comprehensively.

The responsible department sees the advantage of this approach in the fact that they, as purchasers, get a feel for what is possible. Especially in a difficult product group such as ICT with its complex supply chain, it seemed useful to the department to clarify its own questions about the manufacturers‘ compliance with social and labour standards in a market dialogue in advance.

For the ITDZ, the social questions are now an integral part of their general market research and market dialogue. After making the first experiences with the market dialogue, the responsible department wants to develop this approach even further in order to be able to define even more clearly what they expect in the future, especially with respect to the verification method.

Good advice for contracting authorities that want to follow the example

- Plan well ahead.
- Ask relevant NGOs for advice in advance.
- If the tasks are divided up inside the public authority: Consult with the department responsible for the tendering in a timely manner. Get them on board to clarify questions and concerns at an early stage and, if necessary, to introduce relevant questions into the market dialogue (e.g. about details with regard to the manufacturers‘ verification method to clarify comparability).
- A questionnaire which is sent to the manufacturers in advance increases the quality and concreteness of manufacturer information for the following meetings.
- Make the market dialogue transparent to prevent the possibility of discrimination of any market participants.

IV. Conclusions

For product groups such as IT hardware, it is important to speak to potential bidders about their willingness and possibilities prior to publishing tenders. The market dialogue enables a fact-based dialogue before the start of the tendering procedure. This gives the public procurers an impression of what is possible so that they can take the social requirements into account in their tenders accordingly. At the same time, all potential bidders or suppliers of the bidders are informed in a timely manner about any requirements of the contracting authority. This way, questions of the manufacturers about the expectations of the contracting authority can be clarified prior to a tender. This can help to prevent ambiguities which could delay and complicate the process for example with respect to questions of the bidders later in the tendering process. The more concrete and the more detailed the previous questions about social standards and compliance verification are, the easier it is to include clear and comparable requirements in future tenders.

V. Contact and useful references

Contact for further information:

Andreas Fürstenau
IT-Dienstleistungszentrum Berlin
Phone: +49 (0)30 - 90 22 26 517
Email: andreas.fuerstenau@itdz-berlin.de
www.itdz-berlin.de

Useful links:

Basic guidelines for interviews for the market dialogue of the city of Bremen (English version):
www.landmark-project.eu/fileadmin/files/en/2013-03-05_Basic_guidelines_for_interviews.pdf

VI. Appendix

Possible questions for the market dialogue

In addition to information about your product portfolio, we hope to receive answers to, among others, the following questions

For all 10 lots

- What environmental and/or device safety requirements which go beyond the legal requirements do your devices or the devices you offer meet?
- Are your components with regular skin contact PAH free (keyboard, mouse incl. cable, palm rest for notebooks)?
- Which requirements by external and independent organisations do your devices or the devices you offer meet (e.g. Blauer Engel, TCO, GS, etc.)?
- Does your company have a scheme or programme for social sustainability in the manufacturing of your products?
- Do you know the Dataport tender and can you meet the requirements described therein with regard to social sustainability?
- If not, why not?
- To what extent are you willing to make your concept to ensure socially sustainable production available to ITDZ's clients in case you win the tender?
  - fully
  - partially (without or only partial indication of names/production facilities)
  - as a short version
  - not at all
- How do you ensure compliance with the ILO core conventions in the manufacturing of the products you offer?
- To what extent do you go beyond the compliance requirements of the ILO Core Conventions at your production sites or the production sites used by you?
- If you win the tender, can you and are you willing to name the production sites of the devices offered?
- If you win the tender, do you agree to disclose the supply chain, at least up to the assembly of the devices?
- What labour rights organizations (e.g. China Labor Watch) do you work with locally?

- If you win the tender, are you prepared to allow
  - the public authority or
  - a person or organization designated by the public authority
  to visit the production sites and have uncontrolled conversations with the workers on site?
- Do you have the products you offer certified with respect to their social sustainability by external and independent organizations (e.g. TCO)?
- To what extent do you influence your suppliers to ensure that they have at least the same working and production conditions at their production sites as you have?

III. Case studies: Structural measures

1. Dortmund: Cross-departmental cooperation in the working group "AK Green IT"

Many different departments and specialist fields are involved in the IT infrastructure of an administration. Pooling the know-how and using it in an institutionalized exchange is an important structural measure for the progressive achievement of sustainability goals. The "AK Green IT" (Arbeitskreis = working group) in Dortmund demonstrates how useful the cross-departmental exchange is for everyone involved. The AK Green IT has been working together since 2012 to improve the energy efficiency of the IT infrastructure at all levels and to ensure social justice and fairness in the procurement and disposal of IT equipment.

Who participates in the AK Green IT Dortmund?

The AK Green IT is composed of representatives from all departments that are relevant to the achievement of the "Green IT" objective. In Dortmund, these are:

- Dortmund Systemhaus (dosys)
- Vergabe- und Beschaffungszentrum (Centre for Contracting and Procurement)
- Umweltamt (Department of Environmental Protection)
- Liegenschaftsamt (Real Estate Office)
- Agenda-Büro (Agenda Office)
- Städtische Immobilienwirtschaft, Energiemanagement (Urban Real Estate Management, Energy Management)

We talked to working group member Christoph Struß of the Agenda Office at the Office for the Affairs of the Mayor and the Council (Agenda-Büro im Amt für Angelegenheiten des Oberbürgermeisters und des Rates) about the goals, achievements and workload of the working group.

Where do you see the benefits of the cross-departmental working group?

The group brings together people who would otherwise never work together. Previously, this used to be the work of IT experts only. But now the formal legal knowledge and needs of contracting authorities are brought together with the technical IT knowledge as well as the extensive knowledge about energy efficiency, social standards and other matters of other departments.

Through this cross-departmental exchange and joint planning, the implementation of the sustainability goals is realized more effectively. The close collaboration in the working group also helps in our daily work because we know who is a competent contact partner for emerging issues. The resulting "short official route" to people outside your own departments saves a lot of work, as you are able to receive IT information rapidly, you know whom to ask for background information or support and, ultimately, and this speeds up decisions.

How was this cross-departmental working group established?

In our case, there is actually a comprehensive official framework, namely the "Climate Protection Action Programme 2020" (Handlungsprogramm Klimaschutz 2020) in Dortmund, which was adopted by the council in September 2009. This institutionalized framework and the clear political will expressed in the council's decision to develop a more sustainable IT has clearly helped to ensure that sufficient resources were made available in all areas.

The aim of the action programme is to reduce, by the year 2020, CO_2 emissions by 40 % compared to 1990. The IT infrastructure was identified as an area of action, as it is the second largest energy consumer in the administration (after the heat demand of buildings).

What exactly do you discuss in the working group?

The topics and the list of measures that we have to work on are mainly the result of the Climate Protection Action Programme, which was created by scientific institutes. There is a wide variety of topics, ranging from the power consumption of monitors and printers, server virtualization and optimization of server performance in order to reduce the power consumption and hardware, to the procurement of socially responsible IT products. Another question is what happens to IT hardware when it is no longer needed. In addition, there are topics that have emerged over time after being introduced by working group members, such as the purchase of "fair" IT mice or the question of how to buy FairPhones in singular tendering procedures although their payment is organized through a crowdfunding model.

Cross-departmental cooperation for strategic goals!

How is the work of the AK Green IT organized

We work systematically on our goals and there is a continuous monitoring on electricity, CO_2 and financial savings. The working group is not a "fire brigade"; our work is characterized by long-term strategic planning and the implementation of long-term measure packages.

What does that mean in practical terms?

The twelve working group members meet about three times a year. In addition to these joint meetings, there are also meetings of specific subgroups and communication by email or phone. The actual work, however, takes place between meetings when the joint agreements are imple-

mented. This is supported by an internal Green IT database which contains the current state of the projects, minutes and other information. If necessary, we invite additional external experts, who give us information on selected topics, just like you, for example, from WEED have told us about possibilities of socially responsible IT procurement and the monitoring organisation Electronics Watch.

And who makes the decisions?

For department-related questions, such as individual tenders, the responsibility ultimately lies with the respective department. With regard to the goals defined in the action program, the final decisions are taken at a political level. The working group submits a proposal for a solution in writing or different proposals describing the respective consequences to the management board. The administrative board consists of the mayor and the department heads who report to the council and the political committees.

How do you estimate your workload?

The work within the framework of the action programme, which comprises a total of 100 action goals, is, in fact, so extensive that you cannot do it alongside other things. Such an extensive cooperation as in Dortmund must be demanded by the top administrative level so that resources can be made available and the department heads can set priorities that allow the working group members to do their job. But even with less comprehensive action programmes, it is certainly helpful when the top administrative level calls on and at the same time promotes the working group.

Is there a concrete example of the success of your cooperation?

A clear success in the field of energy saving is that we are saving 500 megawatt-hours per year through measures implemented in the course of the relocation of the data centre. Further measures are scheduled now, such as the use of intelligent data stores that are able to detect whether a file exists several times in different places in order to save memory capacities, computing power and energy demands.

But there are also "little" examples, where, for example, a contractor of a framework informs the contracting authority that only a certain standard can be reached; and then, through exchange in the working group it turns out that a higher standard is quite possible and thus the contracting authority can approach the contractor once more with this knowledge.

One of our approaches is to initiate pilot projects. This way, we can check possible solutions for their practical suitability. An example is that about 20 "fair" computer mice by NagerIT were purchased and distributed to trainees. The trainees are expected to test them technically and, at the same time, – as multipliers, so to speak, as they pass through their different stations in the administration – spread their knowledge about social product alternatives and trying out new products throughout the administration.

What is your advice for municipalities that want to initiate an working group?

You should set concrete goals that you want to achieve, involve the right people, secure support from political bodies and then: Just do it!

Benefits

- Cross-departmental know-how is brought together and used practically, e.g. in the dialogue with bidders
- Cooperation leads to more creative and more effective new solutions
- Fast decision-making and clarification of questions
- Institutionalisation of sustainability across administrative sectors and departments

Implementation of the practical example in your own administration

- Preliminary considerations:
  - → Which departments in the administration deal with IT?
  - → Should you start with a working group consisting of the contracting authority and the demand points or should all departments dealing with IT be involved?
  - → What goals should be achieved through cooperation?
  - → What time resources are available to the participants? Can additional resources be achieved for the working group through the setting of priorities of the department heads or the house management?
  - → What financial resources are required, e.g. for accompanying reports etc.?
- Identify persons and departments involved and coordinate with house management and/or department head level
- Specify dates for the meetings at the beginning of the year to ensure continuity of cooperation
- Contact existing working groups of other municipalities to learn from their experiences
- Clear allocation of tasks and responsibilities, e.g. maintenance of databases, reporting, creation of templates, management (invitation, protocol, etc.)

Contact

Christoph Struß
Amt für Angelegenheiten des Oberbürgermeisters und des Rates
1/3-Agenda-Büro
Phone: +49 (0)231 - 50 22 169
Email: cstruss@stadtdo.de
www.dortmund.de/agenda

Carsten Elkmann
Umweltamt Dortmund
Koordinierungsstelle AK
Phone: +49 (0)231 - 50 25 422
Email: celkmann@stadtdo.de
www.umweltamt.dortmund.de

Aiko Wichmann
Vergabe- und Beschaffungszentrum
Phone: +49 (0)231 - 25994
Email: awichmann@stadtdo.de
www.vergabezentrum.dortmund.de

2. Schleswig-Holstein: Joint ICT procurement at universities for more social sustainability

Nine universities and related institutions in Schleswig-Holstein have joined forces in order to procure their ICT (hardware and services) in joint frame contracts. The working group of IT representatives at the public universities and research centres in Schleswig-Holstein (ITHS-edu) consists of twelve institutions from Kiel, Flensburg, Lübeck and Heide.[11] Together they provide ICT devices for about 20,000 workplaces (administration, research, teaching and students), which altogether results into a joint order volume of € 1.5 million per year.

I. Background

The formation of long-term cooperation structures – with the aim to centralise the procurement – is a structural measure, leading on the one hand to a more reasonable use of financial and personal resources and on the other hand representing a good basis to strengthen the pursuance of strategic aims. The tender is an interesting prospect for bidders given high order volumes, thus enabling the ordering party to achieve higher procurement and negotiating power. If multiple ordering parties – especially those demanding similar products – unite and support for example social responsibility in production – thus demanding additional requirements from their suppliers – companies have higher incentives to improve their working conditions compared to the situation where only one public buyer awards contracts.

Institutions and public buyers which award contracts on their own normally have difficulties to imagine giving up or sharing their competencies in this area. Thus, they buy small amounts without any strategic orientation, because they have “always done it that way” and because they do not want anyone to tell them what to do. The example of the universities of Schleswig-Holstein shows how a joint procurement of different institutions is possible.

11 In detail these are: In Kiel the University of Kiel (Christian-Albrechts-Universität zu Kiel), the Technical College Kiel, the GEOMAR Helmholtz-Center for Oceanology Kiel, the Institute for World Economy, the Muthesius Art Academy and the student services Kiel; in Flensburg the University (Europa-Universität Flensburg) and the Technical College Flensburg; in Lübeck the University, the Technical College, and the Conservatory; and in Heide the Technical College Westküste.

II. The ITSH-edu

Background of the cooperation

The cooperation arose when computer centre administrators at the respective universities realized that they were facing many similar problems regarding the procurement of hard- and software as well as in maintenance and data security etc. As a result, the administrators started working together and meeting on a regular basis (every two months). In this context, the idea of tendering a joint frame contract in order to buy common IT-hardware (computers, notebooks, screens, servers, printers and terminals) was born. Additionally, the Federal State of Schleswig-Holstein decided in 2008 that state-owned companies and municipalities had to buy their ICT centrally via Dataport. When the universities asked to carry out the procurement on their own – due to university related special demand for education and research related hardware and software – the responsible ministry and the Regional Court of Audit (Landesrechnungshof) allowed their request, provided that universities would from now on jointly buy their products. Since then, a trustful and enriching cooperation of the responsible departments has been established.

The working group

The cooperation takes place on the level of the respective IT departments and IT procurers. The working group consists of ten persons representing almost every of the twelve institutions. The biggest university, the University of Kiel (Christian-Albrechts-Universität zu Kiel), coordinates the working group and creates as well as maintains the frame contract. In addition to the joint frame contract, many other projects (e.g. procurement of anti-virus software, initiation of eduroam, design of security concepts etc.) have been carried out. Depending on the subject and the area of expertise within the IT sector, sub-working groups have been created.

The cooperation is strengthened by the fact that the management of the universities acknowledge the working groups and respects their decision-making capacity. This positively affects the process and efficiency of the cooperation. The cooperation on expertise level represents another strong factor of the concept. Even though twelve different institutions work together in the project, the different institutions do not have any

Preparing a joint frame contract

In a joint process portfolios, product lines and technical prerequisites are brought together. At this stage, the working group meets every two weeks. Previously, the quantity structures are collected from the participating institutions. The working group – consisting mainly of technicians – creates a selection of device classes as well as performance profiles of the devices.

The joint frame contracts only contain those devices which are most frequently demanded (computers, notebooks, screens, servers, printers and terminals). All other procurement is carried out individually. The working group clarifies if products meet the requirements of different

institutions, because it only makes sense to include those devices into the frame contracts which can be used by as many end users as possible. Depending on the institution, the share of articles specified in the frame contract can differ in total volume. Due to the good experience with the first frame contract, the ambition is to raise this share.

Subsequently, the universities and institutions can request the products included in the frame contract. The public buyers of the participating institutions order products via their own access to the online shops (adapted by the bidder and limited to the frame contract) of the contracting parties.

Results and impact

All in all, the cooperation has led to operational and financial savings. Although the coordination of the working groups has led to some additional work for the coordinating public buyers at the Christian-Albrechts-Universität, the working group provides a significant relief for the respective procurements entities, because the latter do not have to carry out specific tasks like e.g. the calculation of prices each and everyone. The IT departments do not face any additional work, because the procurement entities demand the technical consultation anyway. Other positive impacts of the cooperation are savings as well as the possibility to pursue strategic targets.

Socially responsible ICT procurement

The impulse for socially responsible procurement came from the IT Service Manager of the University Flensburg after participating at an ICT conference in Schwerin in 2014. At the conference Kevin Slater (China Labor Watch) and others reported on production conditions in China and presented different models for IT-procurement such as Electronics Watch, TCO Certified and Dataport's bidder concept. The representatives of the working group warmly welcomed these ideas. Already before, the University of Kiel was interested in green IT approaches and the University Flensburg had an approach oriented towards sustainability and justice in education and work. [12] Hereafter, the working group invited representative of TCO Development, Electronics Watch and Dataport to present concrete possibilities and approaches. At the moment, the representatives think about how to include these concepts into future tenders and the working group engages in talks with Electronics Watch concerning the upcoming frame contract.

Advantages of the cooperation

- cost savings through joint procurement
- professional exchange
- stronger position when emphasising strategic goals
- information platform with accumulated expert knowledge

12 "We are a vivid and learning university which is constantly developing. We are working, teaching and researching in order to overcome boundaries: for more justice, sustainability and variety in education, in schools, working environments, economy, society, culture and environment", www.uni-flensburg.de/portal-die-universitaet/die-institution/profil-und-selbstverstaendnis/leitbild/

Milestones of the university cooperation

- **2007: Founding of ITSH.edu**
  Starting signal for regular meetings (approx. every two months) on administrator level
- **2008: Idea of a joint frame contract**
  In the course of the common meetings the idea for tendering a joint frame contract for the procurement of common IT hardware is born.
- **2009: Agreement on cooperation**
  The procurement entities, computer centre managers and university boards agree on cooperating. Data for devices to be tendered is collected. A common tender text is developed.
- **2010: Tendering of the first frame contract**
- **2014: Preparation of the second frame contract**
  A follow-up contract is drafted. This time, many aspects of environmental protection and social responsibility shall be integrated into the frame contract.

III. Contact

Contacts for further information:

Thomas Starck
Head of IT-Services
Zentrum für Informations- und Medientechnologien (ZIMT) der Europa Universität Flensburg
Phone: +49 (0)461 - 80 52 508
Email: it-beschaffung@uni-flensburg.de
www.uni-flensburg.de/en/the-university

Dr. Lars Kühnel
Stand-In Management
Division Manager Computer Systems, Rechenzentrum
Christian-Albrecht-Universität
Phone: +49 (0)431 - 880 - 2770
Email: kuehnel@rz.uni-kiel.de
www.uni-kiel.de/index-e.shtml

Andreas Thamm
Head of Procurement Department
Christian-Albrecht-Universität
Phone: +49 (0)431 - 880 - 3597
Email: athamm@uv.uni-kiel.de
www.uni-kiel.de/index-e.shtml

IV. External help

1. Monitoring organisation Electronics Watch

Electronics Watch is an independent, non-profit monitoring organisation working to achieve respect for labour rights in the global electronics industry through socially responsible public procurement in Europe. Developed by seven European civil society organisations across Europe and overseen by the Board of Trustees and the Advisory Board, Electronics Watch seeks to combine the strength of public purchasers in Europe and elsewhere to use socially responsible public procurement to achieve respect for labour rights and safety standards in their information and communications technology (ICT) hardware supply chains. They can do so more effectively and less expensively than any single public entity could accomplish on its own.

Electronics Watch Governance

Electronics Watch's management level is driven by the diversity of its stakeholders: Each decision level is composed of three stakeholder groups: 1.) public purchasers, 2.) labour rights organisations and trade unions from the production countries and 3.) experts from science, civil society organisations and trade unions. The Board of Trustees consists of representatives of these three groups. They are assisted by the Advisory Board.

I. Background

For public procurers, who want to implement social standards in their ICT tender as set up in the EU Directive on Public Procurement, it is a challenge to monitor the compliance in their contractors' supply chains. Existing approaches alone fail to remedy poverty and human rights abuses in the electronics industry. Electronics Watch is the first independent monitoring system for the ICT sector that also involves workers and local civil society organisations. Electronics Watch offers a reliable and independent source of information for public buyers in order to yield good results for workers.

II. Method

The three main features setting Electronics Watch apart from audit companies and certificates are the following:

1.) the tight integration and engagement of local labour rights organisations and trade unions,

2.) absolute independence from the companies that are subject to monitoring, and

3.) a sustainable reform approach.

1. Local integration and engagement: cooperation with local civil society stakeholders

The Electronics Watch engagement model of monitoring is based on continuous engagement between civil society monitoring organisations and workers. These organizations do more than just audit factories. Often based in workers' communities, they may conduct education and training on labour rights and occupational safety and health, and provide legal services and other support for workers. That means they possess expertise on compliance issues and they sometimes know workers and their families personally. Workers trust them to share information about workplace hazards and rights violations that they are often reluctant to share with industry auditors, fearing employer retaliation.

Electronics Watch monitors the local situation through local civil society partners and other local stakeholders, such as universities, scientists, community centres, etc. They follow the local media and social media channels attentively in order to gather information and identify indications of potential problems in the local IT sector, or economic and political developments relevant to the situation of the workers. Electronics Watch consults local groups such as human rights organisations and trade unions as sources of information and for the analysis of the situation. They support Electronics Watch in research, factory investigations and in the development and implementation of company compliance plans at a factory level, including training offers, establishing hotlines or other forms of complaints procedures, or in enabling democratic elections at company level and collective contract negotiations. Instead of reinventing the wheel, Electronics Watch will use existing analysis, methods and documents developed by local labour rights organisations and other civil society stakeholders.

2. Independence

Audit companies contracted by the monitored companies themselves cannot act completely independent. If they fail to deliver the desired results, they risk not to be assigned the next time. Therefore, the financial independence of IT companies and the IT sector is a fundamental principle of Electronics Watch. Instead, the affiliated public purchasers pay a fee to Electronics Watch, which is geared to the estimated annual contract volume. Furthermore, the independence of Electronics Watch's monitoring and evaluation is driven by the deep knowledge of the local organisations and their contact to the workers.

3. Sustainable reform

The Electronics Watch model differs from traditional social auditing by not being intended for superficial, punctual assessments. When violations of labour rights are uncovered, Electronics Watch and the public purchaser together call for corrective actions and accompany their implementation. Based on the results of the first assessments, tailored advancement programs addressing the identified problems are developed. Depending on the needs and possibilities at the site, these compliance plans may comprise a multitude of elements: training for workers and management, enabling a dialog between workers and management, the preparation

and facilitation of collective contract negotiations, development and implementation of guidelines of company health and safety, the establishment of health panels and the introduction of complaints procedures.

III. Procedure

What does Electronics Watch offer?

Electronics Watch provides up-to-date information about the suppliers to its public affiliates, monitors the local working conditions and deploys processes for reacting to violations of human rights and labour rights codified in the Electronics Watch Code of Labour Standards. To make this possible, Electronics Watch has developed contract clauses and compliance plans which affiliates should adopt in their tenders and henceforth in the contracts with the successful bidder. Those contract clauses contain requirements for the successful tenderer to disclose the manufacturing facilities specific to the product, as well as the agreement for monitoring by Electronics Watch. Both items are necessary in order to ensure an independent monitoring process.

The Electronics Watch contract clauses require the winning bidder to carry out effective and accountable due diligence in relation to whether the production conditions of the goods comply with the Electronics Watch Code of Labour Standards. This involves evaluating whether their trading conditions are compatible with code compliance, i.e. in terms of price paid and lead times. They must take all steps within their control, and exercise what leverage they have over their suppliers to achieve code compliance. The Electronics Watch contract clauses also contain verification and enforcement provisions, meaning the contractor can be held properly accountable for their due diligence. This involves disclosing their main supplier factories for the subject matter of the contract and their compliance plan to Electronics Watch and the public entity, and reporting. According to a risk analysis, Electronics Watch carries out independent monitoring, working with a network of 30-40 labour rights monitoring organisations across all the major regions of electronics production.

Practical steps for joining Electronics Watch

1. How to become an affiliate

The affiliated contracting authority is allowed to use the Electronics Watch Contract Conditions for Supply Contracts or for Framework Agreements entirely or adapted in its tender. The Contract Conditions consist of Clauses, a Disclosure Form (which the supplier as a general rule has to deliver within 30 days after signing the contract) and the Electronics Watch Code of Labour Standards. These conditions relate to the contract performance; thus they are applicable for the successful bidder after the award. The contracting authority informs Electronics Watch, when they have published the tender with the Electronics Watch Contract Conditions and also after the award. Electronics Watch supports affiliates in implementing the contract clauses.

2. How to adapt EW terms in your tender

The affiliated contracting authority is allowed to use the Electronics Watch Contract Conditions for Supply Contracts or for Framework Agreements entirely or adapted in its tender. The Contract Conditions consist of Clauses, a Disclosure Form (which the supplier as a general rule has to deliver within 30 days after signing the contract) and the Electronics Watch Code of Labour Standards. These conditions relate to the contract performance; thus they are applicable for the successful bidder after the award. The contracting authority informs Electronics Watch, when they have published the tender with the Electronics Watch Contract Conditions and also after the award. Electronics Watch supports affiliates in implementing the contract clauses.

Contact other affiliates to learn more about Electronics Watch

University Medical Center Utrecht (UMC Utrecht)
Anne Marie van den Berg
Senior Procurement Manager
Phone: +31 (06) - 501 248 50
Email: A.M.L.vandenBerg-6@umcutrecht.nl
www.umcutrecht.nl/nl

London Universities Purchasing Consortium (LUPC)
Mike Kilner
Senior Contracts Manager
Phone: +44 (020) - 730 727 68
Email: M.Kilner@lupc.ac.uk
www.lupc.ac.uk

IV. Contact

Björn Claeson
Electronics Watch
Phone: + 46 (0)40 - 692 8773
Email: bclaeson@electronicswatch.org

2. Certificate TCO Certified

Up to now, TCO Certified is the only independent certificate for socially sustainable IT-products. The TCO criteria include the compliance with social and ecologic standards as well as with ergonomics. The certificate is only awarded to individual products and does not apply to the entire company. Currently, the certificate is available for eight product categories: computer monitors, notebook computers, tablet computers, smartphones, desktop computers, all-in-one computers, projectors and headsets.

I. Background

TCO Development is a registered company[13] and was founded in 1992 as subsidiary of the Swedish Confederation of Employees TCO (Tjänstemännens Centralorganisation) with the aim to develop a certificate for ergonomic and energy efficient ICT products. The certificate includes further environmental criteria since 2000 and social criteria since 2009.

II. Social criteria of the certificate

TCO Certified includes the following social criteria:

- the eight ILO core conventions
- the United Nations Convention on the Rights of the Child (Article 32, protection from economic exploitation)
- labour-law provisions and the occupational safety regulations as well as legal requirements regarding minimum wages and social insurance in the manufacturing country

TCO Certified criteria are constantly developed and updated every three years involving several stakeholders. Therefore, it is important that contracting authorities always explicitly ask for the updated requirements such as “TCO Certified Displays 6” or “TCO Certified Notebooks 4”. The updated requirements can be found for every individual product category on the TCO website.[14]

13 TCO Development AB (Aktiebolag = stock company); no financial benefits are demanded by the shareholders.
14 See http://tcodevelopment.com/tco-certified/tco-certified-product-categories

III. The auditing process

The first step towards the certification involves the integration of the TCO Certified social criteria in the companies' code of conduct and the disclosure of first tier production facilities, in which the final assembly of the certified products takes place.

First tier of the supply chain

According to TCO Certified, the term "first tier production facility" refers to those production sites where the final assembly of the certified product takes place. Depending on how the certified company has organized their production, this category describes either the company's own production facilities or the production facilities of subcontractors.

The companies have four possibilities to prove the compliance with the demanded social criteria:

1. The company is a member of the EICC – an initiative by electronics manufacturers promoting socially responsible supply-chain-management – and can prove with the appropriate documentation that the production sites of the TCO-certified products have been examined by independent third parties.
2. The company is SA8000-certified or manufactures its products in SA8000-certified production facilities and can prove with the appropriate documentation that the production sites of the TCO-certified products have been examined by independent third parties.
3. The company fills in the questionnaire provided by TCO Certified and can prove with the appropriate documentation that the production sites of the TCO-certified products have been examined by independent third parties.
4. The company applies for a transitional period of 12 months. A declaration is signed that specifies which of the three above mentioned options the company is going to implement and an approximation of when the required documentation will be available.

In order to prove the compliance with social criteria, the companies have to provide an independent audit of a production facility that has to be examined by an independent assessor for possible deviations from the requirements. If violations are detected the company has to deliver an action plan for corrective measures (Corrective Action Plan), and the violations should be approached with this plan. The concrete examination of compliance with social criteria is only conducted at the last tier of the supply chain, i.e. at the "first tier" of the direct supplier.

After the certification processes, random examinations and audits can take place in order to assure the compliance with the criteria and the implementation of corrective measures in case of violations. TCO Certified reserves its right to withdraw the certificate from the company if it turns out that the working conditions are not improved.

IV. Does TCO go far enough?

As mentioned above, only the first tier of the supply chain is actively examined and serious violations in the preceding tiers are only taken into consideration if activists draw attentions to the problem – as for example in the case of the TCO certified Samsung Galaxy S4.[15]

In the comparative study "TCO Certified Smartphones versus Fairphone"[16] from April 2015, the Dutch NGO SOMO (Centre for Research on Multinational Corporations) criticises that the TCO approach is not very progressive, as it merely follows current practices in the industry. Among other things, local trade unions and/or workers' rights organizations are not included in the process, and there is no transparency concerning the audit results. Also, typical problems such as the violation of the freedom of association, the use of dangerous chemicals in production or job uncertainty are normally not revealed through social audits. TCO Development themselves published a report at the end of 2014 in which the company presented existing progresses and shortages and discussed potential for improvement.[17]

V. Tender with the TCO Certified certificate

How can contracting authorities use the TCO Certified certificate as a possible proof in their tenders?

- Ask TCO Development for support.
- Get in touch with your suppliers and tell them that their ICT products should meet certain social criteria in the future and that you will demand "the current version of TCO Certified or equivalent" as verification.
- Find out about the products and brand companies that are already certified via the online product register http://tco.brightly.se/pls/nvp/!tco_search. This does not rule out that you may also demand the TCO certificate (accompanied by the words "or equivalent") for other products or from other suppliers. The latter requires a different approach (e.g. request for requirements in the contract performance conditions).
- Another possibility is to split up the tender in different lots: for TCO-certified products you can demand this certificate; for other products you can demand another verification like the once presented in this guide.
- Only those social standards that are included in the certificate can be verified by the TCO-certificate (see above). You should examine if the standards comply with your own requirements.

15 http://tcodevelopment.com/report/analysis-of-critique-directed-at-the-certification-of-samsung-galaxy-s4/
16 See http://www.somo.nl/publications-en/Publication_4215/at_download/fullfile
17 http://tcodevelopment.com/files/2014/08/Report_The_state_of_socially_responsible_manufacturing_in_the_IT_industry_2014_TCO-Development.pdf

Additionally, TCO Development has published a guideline with practical advice for sustainable public procurement taking into account the TCO-certificate.[18] It includes a check list in the appendix of the guideline on the definition of "equivalent", which contracting authorities might hand on to their bidders.

TCO-certified products

According to TCO Development, so far about 2,100 ICT products from 27 companies have been certified: Acer, AOC, ASUS, BenQ, Casper, Dell, Eizo, Founder, Fujitsu, Genuine, HannsG, HCL, HP, Hyundai, Iiyama, Lanix, Lenovo, LG, Medion, NEC, Philips, Samsung, SIS, Terra, Vecom, Versus and Viewsonic. The current status of the product register is accessible on the TCO website: http://tco.brightly.se/pls/nvp/!tco_search

VI. Contact and useful references

Contact

purchasing@tcodevelopment.com
http://tcodevelopment.com

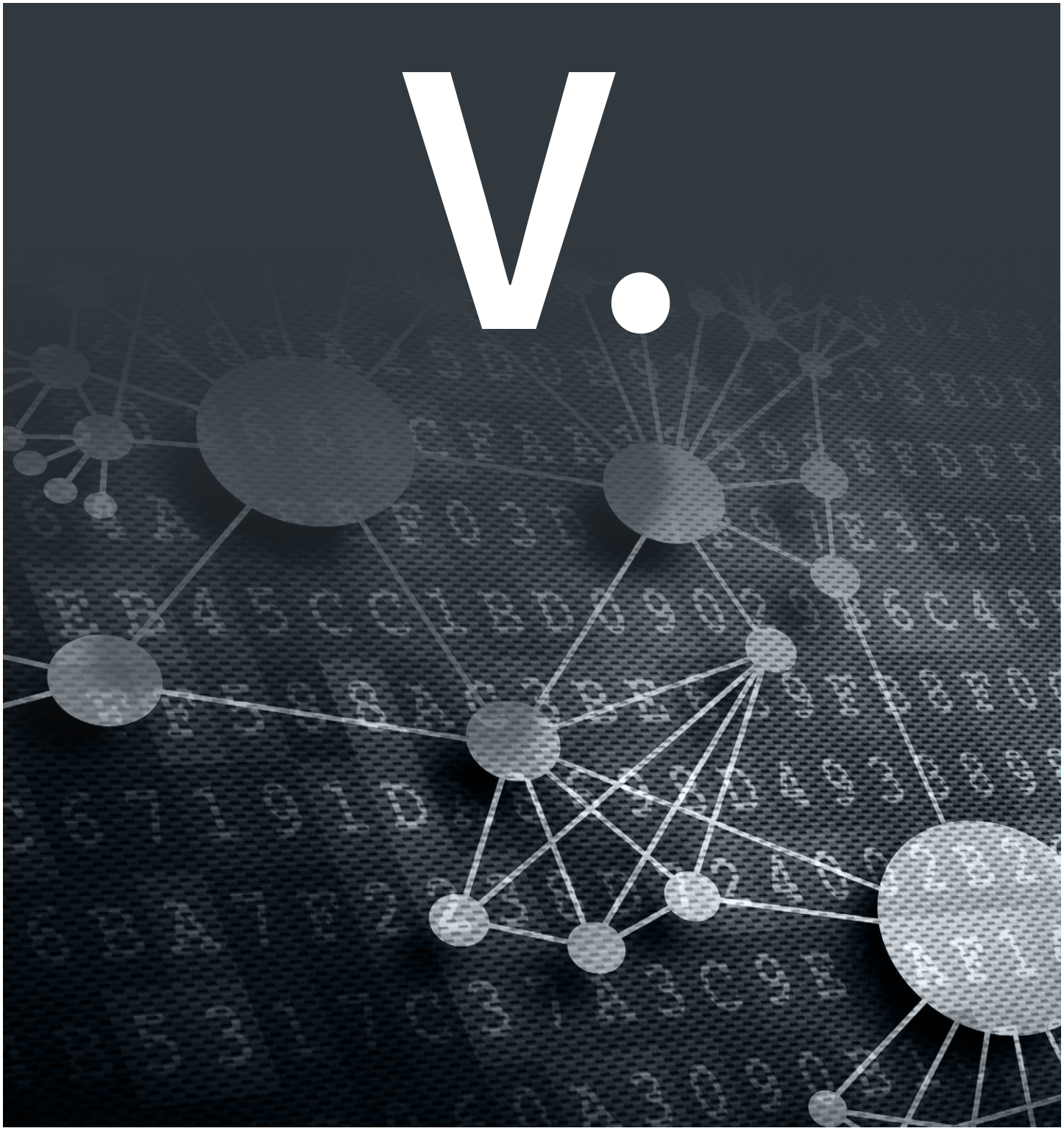
Useful references

Overview of product categories and requirements for certified products:
http://tcodevelopment.com/tco-certified/tco-certified-product-categories

Product register (with allocation of brand-name companies):
http://tco.brightly.se/pls/nvp/!tco_search

18 See http://tcodevelopment.com/files/2015/06/2015-06-Practical-guide-for-using-TCO-Certified-in-public-procurement.pdf

V. Further links and references



Links

www.goodelectronics.org
International network on human rights and sustainability in electronics

http://labourandelectronics.net
Research project by Dr. Raj-Reichert on how changing power relationships between brand firms, large suppliers, nongovernmental organisations, and trade unions in the global computer industry affects labour governance and conditions. Including publications, links and a blog.

www.electronicswatch.org
Website of the monitoring organisation Electronics Watch

www.pcglobal.org
Website on social issues in the ICT supply chain by the German NGO WEED (in German). Under „IT-Beschaffung" it provides support on ICT procurement, including English templates

www.somo.nl
Website by the Dutch not-for-profit research and network organisation SOMO working on social, ecological and economic issues related to sustainable development (available in English)

www.iclei.org
Local governments for sustainability

www.sustainable-procurement.org
The Sustainable Procurement Resource Centre contains knowledge on how to effectively undertake sustainable procurement

www.standardsmap.org
Website providing a comparison of standards, codes of conduct and audit protocols on supply chains

www.siegelklarheit.de
Web-based tool (in German) by the Federal Ministry on Development (BMZ) for a comparison of certificates

Websites by organisations in ICT manufacturing countries (selection):

China

China Labor Watch
Website: www.chinalaborwatch.org

China Labour Bulletin, Hong Kong
Website: www.clb.org.hk/en

Globalization Monitor, Hong Kong
Website: www.globalmon.org.hk

Labour Action China (LAC), Hong Kong
Website: www.lac.org.hk/newsite/en

Asia Monitor Resource Center (AMRC), Hong Kong
Website: www.amrc.org.hk

Students and Scholars against Corporate Misbehavior (SACOM), Hong Kong
Website: www.sacom.hk

India

CIVIDEP - Civil initiatives for development and peace, India
Website: www.cividep.org

Toxics Link, India
Website: www.toxicslink.org

Malaysia

Network of Action for Migrants in Malaysia
Website: www.networkofactionformigrantsnamm.blogspot.nl

Mexico

CETIEN - Coalicion de Extrabajadoras(es) y trabajadoras(es) de la Industria Electronica Nacional
Website: www.cetienmexico.wordpress.com

CEREAL - Centro de Reflexión y Acción Laboral – Guadalajara
Website: www.cerealgdl.org

Philippines

WAC - Workers Assistance Center
Website: www.wacphilippines.com

CBBRC - Crispin B. Beltran Resource Center
Website: www.crispinbeltran.com

Thailand

OLUC - Organizing Labor Union Center
Website: www.thailabordatabase.org/en

Publications

Public procurement

The ICT sector in the spotlight: Leverage of public procurement decisions on working conditions in the supply chain (WEED 2015)
http://www2.weed-online.org/uploads/the_ict_sector_in_the_spotlight_723519.pdf

Socially responsible public procurement of information technology / Sozial verantwortliche Beschaffung von Informationstechnik
(Stefan Beck, ICDD Working Papers, 2013; English abstract)
www.uni-kassel.de/einrichtungen/fileadmin/datas/einrichtungen/icdd/Publications/ICDD_WP6_Beck_03.pdf

Buy IT fair. Guideline for sustainable procurement of computers
(WEED, ICLEI et al., 2009)
http://www2.weed-online.org/uploads/buy_it_fair_en.pdf

Success stories in socially responsible public procurement
(SETEM, WEED, ICLEI et al., 2012)
http://www2.weed-online.org/uploads/landmark_success_stories_2014_eng.pdf

Good Practice in socially responsible public procurement (WEED et al., 2012)
http://www2.weed-online.org/uploads/landmark_good_practices.pdf

ICT sector and working conditions

Servants of servers. Rights violations and forced labour in the supply chain of ICT equipment in European universities (Danwatch et al., 2015)
http://electronicswatch.org/en/servants-of-servers-rights-violations-and-forced-labour-in-the-supply-chain-of-ict-equipment-in-european-universities_1846593.pdf

Governing health and safety at lower tiers of the computer industry global value chain (Nadvi/Raj-Reichert, 2015)
http://onlinelibrary.wiley.com/doi/10.1111/rego.12079/pdf

Brazil, the new manufacturing hotspot for electronics? (GoodElectronics, 2015)
http://goodelectronics.org/publications-en/Publication_4227/at_download/fullfile

Something's Not Right Here: Poor Working Conditions Persist at Apple Supplier Pegatron (China Labor Watch 2015)
http://www.chinalaborwatch.org/upfile/2015_10_21/2015.10%20Apple%20Pegatron%20report%20FINAL--compress.pdf

Paying the price for flexibility: Workers' experiences in the electronic industry in Mexico (Good Electronics 2015)
http://goodelectronics.org/publications-en/report-paying-the-price-for-flexibility-workers-experiences-in-the-electronics-industry-in-mexico

Winds of Change (Danwatch et al., 2014)
http://electronicswatch.org/en/winds-of-change_788981.pdf

IT workers still pay the price for cheap computers (Danwatch et al., 2014)
http://www2.weed-online.org/uploads/dell_report_2013_engl.pdf

Two Years of Broken Promises (China Labor Watch, Green America, 2014)
http://www.chinalaborwatch.org/upfile/2014_09_04/2014.09.02_Suqian_Catcher_FINAL_PDF_UPDATE.pdf

Ups and downs in the electronics industry: Fluctuating production and the use of temporary and other forms of employment (ILO, 2014)
http://www.ilo.org/wcmsp5/groups/public/---ed_dialogue/---sector/documents/meeting-document/wcms_317267.pdf

Outsourcing Labour, Migrant labour rights in Malaysia's electronics industry (SOMO 2013)
http://goodelectronics.org/publications-en/Publication_3922/at_download/fullfile

The Flex Syndrom. Working conditions in the Hungarian electronics sector (SOMO, ACC 2012)
http://goodelectronics.org/publications-en/Publication_3902/at_download/fullfile

Out of Focus. Labour rights in Vietnam's digital camera factories (SOMO et al., 2011)
http://www.somo.nl/publications-en/Publication_3720/at_download/fullfile

Migration in a Digital Age – Migrant workers in the Malaysian electronics industry: case studies on Jabil Circuit and Flextronics (WEED, 2010)
http://www2.weed-online.org/uploads/migration_in_a_digital_age.pdf

Under Pressure: Working Conditions and Economic Development in ICT Production in Central and Eastern Europe (WEED, 2010)
http://www2.weed-online.org/uploads/under_pressure.pdf

The Dark Side of Cyberspace (SACOM, WEED et al., 2008)
http://sacom.hk/wp-content/uploads/2009/01/cyberspace21.pdf

Subcontracting in electronics: From contract manufacturers to providers of Electronic Manufacturing Services (van Liemt 2007; ILO Working paper 249)
http://www.ilo.org/wcmsp5/groups/public/---ed_dialogue/---sector/documents/publication/wcms_161177.pdf

WEED e. V. – World Economy, Ecology & Development
Eldenaer Straße 60
D-10247 Berlin
Phone: +49 (0)30 - 280 418 11
Email: weed@weed-online.org