CODE OF CONDUCT
FOR SUPPLIERS OF BUILDING MATERIALS IN BYGGVARUBEDÖMNINGEN

Background
Byggvarubedömningen (Building Material Assessment, BVB) is a voluntary system that provides environmental and health assessments as well as information on goods and products in the construction and property industry. The system was created on the initiative of Sweden’s property owners and building contractors and is a non-profit economic association (ekonomisk förening). BVB follows the precautionary principle and aims to promote a non-toxic, sustainable and healthy urban environment.

BVB has decided to initiate a project to implement social requirements for building materials contained in the system. Preparing this Code of Conduct is the first step in this work. By signing this Code of Conduct, the President or authorized signatory of a supplier of goods/products affirms that the supplier actively and systematically works to meet the social requirements specified below. In cases where the supplier does not produce the goods/product itself, the supplier shall assure compliance with the Code of Conduct on the production level as well. Once this Code is signed, the relevant product(s) will be visualized in the system with an information point.

Purpose
The objective of BVB is to ensure that the products assessed in the system are produced in a way that is responsible for people and the environment. BVB expects the supplier to work actively to meet this objective. BVB promotes and expects transparency and mutual trust between BVB and suppliers of building materials.

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Jonny Hellman, Managing Director Byggvarubedömningen Service AB

Helena Lundborg, Chair of Byggvarubedömningen ekonomisk förening
OVERALL REQUIREMENTS
This Code of Conduct applies to suppliers, including the production level in cases where production is outsourced to a subcontractor. The legislation in the country of production generally serves as the minimum requirement. In the event of discrepancies between the requirements of such legislation and those of BVB, the strictest requirement shall apply. BVB stipulates social requirements beyond this minimum level which are based on generally accepted conventions and declarations on the international level. These are referred to in the respective area. The supplier shall have written procedures in place which demonstrate the systematic work performed to ensure that products/goods affected by this Code of Conduct are produced under socially acceptable conditions, which are specified below.

All requirements in this Code of Conduct are based on:

- The eight ILO core conventions
  - No. 29: Prohibition of Forced or Compulsory Labour
  - No. 87: Freedom of Association and Protection of the Right to Organise
  - No. 98: Right to Organise and Collective Bargaining
  - No. 100: Equal Remuneration for Men and Women Workers for Work of Equal Value
  - No. 105: Abolition of Forced Labour
  - No. 111: Discrimination in Respect of Employment and Occupation
  - No. 138: Minimum Age for Admission to Employment
  - No. 182: Elimination of the Worst Forms of Child Labour

- Universal Declaration of Human Rights
- International Covenant on Civil and Political Rights
- International Covenant on Economic, Social and Cultural Rights
- International Convention on the Elimination of All Forms of Racial Discrimination
- Convention on the Elimination of All Forms of Discrimination against Women
- Convention on the Rights of the Child
- International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families
- Convention on the Rights of Persons with Disabilities
- UN Declaration on the Rights of Indigenous Peoples
- United Nations Convention against Corruption
- UN Principles for Business and Human Rights
- ILO Indigenous and Tribal Peoples Convention no. 169
- Rio Declaration on Environment and Development
- The Geneva Conventions regulating internal and inter-state armed conflicts and also applicable to businesses in situations of armed conflict, both internal and between two countries.

HUMAN RIGHTS
Human rights can generally be divided into the following categories:

- Fundamental human rights in the workplace
- Working conditions
- Civil and political rights
- Economic, social and cultural rights
- Rights for vulnerable groups (including women, children, ethnic and religious minorities, indigenous peoples, migrant workers and people with disabilities).

The supplier has a responsibility to support and respect all human rights and shall ensure that the supplier does not contribute to violations of these rights on any of the following levels:
• Impact caused by the supplier (cause)
• Impact that the supplier contributes to via its relationship with a certain subcontractor (contribute)
• Impact caused by a subcontractor which the supplier does not contribute to itself, but the supplier is still linked to the negative impact via its relationship with the specific supplier (linkage).

To ensure that the supplier does not cause or contribute to and is not linked to negative impact on human rights, the supplier shall continually assess the risks of negative impact, manage identified risks, with the highest priority given to the most severe risks, monitor the effects of these efforts and communicate regarding their progress. A key part of these efforts is also to engage in dialogue with the groups and individuals which could potentially be impacted.

FUNDAMENTAL HUMAN RIGHTS IN THE WORKPLACE

Child labor, as defined in ILO conventions 138 and 182, is prohibited. Procedures shall be in place for what action to take if child labour is discovered in order to resolve the issue without harming the social situation of the child or family (UN Convention on the Rights of the Child 32). The hiring of young workers is permitted, provided that their school education is not affected and that they do not work overtime or perform dangerous tasks.

All forms of forced or compulsory labour are unacceptable. BVB also does not tolerate the use of prisoners or illegal workers to produce goods or perform services directly or indirectly linked to the product. (ILO 29 and 105)

All workers shall be treated with respect and dignity. Physical punishment or harassment of a physical, psychological, sexual or verbal nature is not permitted.

Discrimination on the basis of ethnic origin, gender, age, pregnancy, religion, social origin, disability, political opinions or sexual orientation is prohibited. (ILO 100 and 111)

Workers shall have the right to organize in a union without negative consequences. In countries where the right of association is limited or in development, the supplier shall facilitate meetings between workers and management to discuss pay and working conditions without negative consequences (ILO 87 and 98).

WORKING CONDITIONS

All workers shall have received a legally binding employment agreement in writing in a language the employee understands which lays out the terms and conditions of employment. The employer shall have procedures in place to ensure that all workers are informed of their statutory rights and obligations.

Wages shall be paid directly to the employee at the agreed time and in full. Wages shall be no less than the statutory minimum wage. Everyone who works has the right to just and favorable remuneration, ensuring for himself and his family an existence worthy of human dignity (ILO 131, Art 23 UDHR).

The weekly working hours are not permitted to exceed the statutory maximum. All overtime shall be voluntary and shall be compensated in accordance with national legislation. The worker shall not be required to pay deposits. (ILO 1 and 14, Art 23.3 UDHR).
The working environment shall be safe and promote good health for the worker. Systematic efforts shall be undertaken at the workplace to actively prevent work-related injuries. The supplier shall ensure that building materials are produced in buildings that are safe to be in. Workers shall have access to clean sanitary facilities and clean drinking water (ILO 155, 164). The supplier shall have procedures in place for fire protection and safety in accordance with national legislation and/or international guidelines.

In the event that the supplier provides its employees with housing, the fire protection, safety and hygiene requirements above shall extend to such housing.

ENVIRONMENT

The environmental aspects considered in the Code of Conduct are those which impact the human environment where production of the goods/product and raw material extraction take place. BVB continues to provide environmental and health assessments of building materials in line with other specific requirements.

The supplier shall work systematically to reduce the impact of the product on the environment and human health. This systematic work can include, but is not limited to: identifying significant environmental impact, measuring, recording and working actively to reduce the supplier’s consumption of energy and resources, waste, and emissions to the ground, atmosphere and water.

The supplier shall have procedures in place to check that raw materials are extracted in a responsible manner for the most significant parts of the product.

Chemicals used in production and raw material extraction shall be handled in such a way that risks to humans and the environment are minimized.

If there is a threat of severe or irreparable damage to the environment or human health, action to prevent the damage should not be postponed. This also applies in cases where complete scientific evidence is lacking (Precautionary Principle, Rio Declaration).

CORRUPTION AND BRIBERY

The supplier is not permitted to give or take bribes or use any other method to unjustly influence officials, the judiciary or private entities. In dealings with subcontractors, consultants and other intermediaries, the supplier shall have procedures in place to ensure that there is no corruption (United Nations Convention against Corruption).
VERIFICATION OF COMPLIANCE

By signing this Code of Conduct, the supplier gives BVB the right to verify compliance with the requirements via an audit, or in another manner, either on its own or via a third party. In the event that non-conformities are established, the supplier is responsible for ensuring that remedial action is taken.

Name of supplier  

Signature

Name  

Name in block letters