



UNIVERSITY OF CAPE TOWN
IYUNIVESITHI YASEKAPA • UNIVERSITEIT VAN KAAPSTAD

FINANCE DEPARTMENT
Unleashing finance expertise

UNIVERSITY OF CAPE TOWN

Supplier Code of Conduct



Effective Date 1 June 2019

Supplier Code of Conduct

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Supplier Code of Conduct

1. Purpose

The University takes pride in its reputation for integrity and the success that its reputation enables. The Supplier Code of Conduct (the “Code”) is an extension of our Corporate Business Principles and the foundation of our Responsible Sourcing program and to build and maintain it is vital to our success and reputation.

2. Applicability and scope

The Code has been developed to publicly declare what the University regards as morally or ethically acceptable behaviour from current and future vendors, suppliers, contractors, consultants, agents (and their employees, be they temporary, permanent or on contract) and other providers of goods and services (our “Suppliers”) and sets out the ethical values, standards, principles and guidelines which bind Suppliers in their dealings with the University.

It is the Supplier’s responsibility to disseminate, educate and exercise diligence in verifying compliance to this Code and the pillars of the Code to its employees, agents, suppliers and sub tier suppliers of goods and services.

Suppliers are required to take steps to ensure that the Code is communicated throughout their organizations.

2.1 Ownership

Procurement Services; in consultation with Governance, Risk and Assurance Function will be responsible for the management and the enforcement of this Code with Suppliers to ensure that internal and external ethics performance is aligned around the same ethical standards.

2.2 Communication, training and awareness

Procurement Services will communicate and promote the Code internally and externally to relevant stakeholders. Suppliers are encouraged to take all reasonable endeavours to promote this Code to their suppliers and sub-contractors. In addition, Governance, Risk and Assurance and Suppliers will ensure that all relevant people are provided with appropriate training and guidance to support the Code.

2.3 Application

- This Code is applied for the purpose of conducting business in an ethically responsible manner.
- Procurement Services will work collaboratively with its Suppliers in the implementation of this Code, which may include audits and site visits to assess performance against this Code.
- Suppliers are required to comply with this Code, all relevant laws, regulations and standards in all of the countries in which they operate.
- Suppliers may be asked to provide the University with reasonable access to all relevant information and premises for the purposes of assessing performance against this Code and local laws and regulations.

2.4 Corrective action

- Suppliers are required to identify, correct and monitor the continued compliance of any activities that fall below the standards of this Code.
- Suppliers shall immediately report to the University any breaches of this Code and together agree on a schedule for corrective action.
- Any breach of the Code may lead to termination of the contract / business relationship by the University, provided that the University may in its absolute discretion permit the supplier to take such corrective measures as required by the University within a particular time frame as set by the University.

2.5 Monitoring and reporting

The University and its Suppliers will use their reasonable endeavours to provide employees and other stakeholders with a confidential means to report any actual or potential breach of this Code.

For purposes of reporting the University Whistle-blower Service Hotline number, namely 0800 650 000, should be utilized. This is in addition to any reporting structure in place at Suppliers.

Risk and Assurance Function will monitor the Whistle-blower Service.

3. Compliance

The University expects the Supplier to adhere to all applicable laws and regulations and in particular for the pillars detailed herein, and strive to comply with international and industry standards and best practices.

The Code should be read and comply with other policies and procedures of the University. It is standard practice at the University to take disciplinary action against employees who fail to follow these standards, policies and processes, or who disregards the University rules.

The University recognizes that local laws and regulations may in some instances be less restrictive than the provisions of this Code. In such instances Suppliers are expected to comply with this Code. If local laws and regulations are more restrictive than this Code, then Suppliers are expected to comply with applicable local laws and regulations.

The Supplier will comply with all local laws as well as international laws where applicable, relating to human rights, labour, employee health and safety and wages, anti-corruption and environment, specifically including the Labour Relations Act 66 of 1995, Occupational Health and Safety Assessment Series (OHSAS) 18001 and 10 principles set out in the United Nations Global Compact Principles.

The University regards any contravention of this Code as a serious matter which could result in the termination of the business relationship and even possibly the institution of civil or criminal proceedings. Deviations of the Code will only be accepted if acceptance or permission is granted in writing by a member of the University's Executive Committee.

The University requires Suppliers to share its commitment to and compliance with the following minimum standards / pillars:

3.1 Business Ethics and Compliance

The supplier shall conduct its business in accordance with the highest ethical standards and laws in the performance of its obligations, including, but not limited to, the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004), laws dealing with ethical business practices and the prevention or prohibition of corruption and corrupt activities.

The supplier shall perform the work and any matters resulting from it in a manner which is consistent with the university's supplier code of conduct.

The supplier shall use all reasonable endeavours to perform work and any matters resulting from it in a manner which is consistent with the university's policies, procedures, and guidelines.

If at any time during the term the agreement, either party is informed or information comes to either party's attention that the supplier or any of its affiliates is or may be in violation of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004), the supplier shall promptly inform the university of such information and shall immediately take all appropriate steps (including any reasonable requests by the university) to remedy such violation and comply with such anti-corruption law in all respects.

Where such violation occurs and/or is not remedied, without prejudice to any other express remedies elsewhere in this agreement or any remedies available at law or in equity, the university may terminate the agreement with immediate effect and without the payment of compensation or any other liability.

The supplier shall establish and maintain all proper records required by the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) and shall make such records available to the university if requested to do so. The supplier undertakes to make all the supplier personnel aware of the relevant provisions in the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) in particular the general offence of corruption Section 3 of the above Act states-

“3. General offence of corruption - any person who directly or indirectly:

- (a) accepts or agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner:
 - (i) that amounts to the:
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to:
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything.

is guilty of the offence of corruption.”

Section 34 (1) places a duty on any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed an offence under Part 1, 2, 3 or 4, or section 20 or 21 or the offence of theft, fraud, extortion, forgery or uttering a forged document, involving an amount of R100 000 or more, to report such knowledge or suspicion or cause such knowledge or suspicion to be reported to the police official in the Directorate for Priority Crime Investigation.

Any person who fails to comply with subsection (1), is guilty of an offence.”

3.2 Competition law

Competition laws ensure that companies compete to acquire business by offering lower prices, innovative products and better service and not interfering with market forces of supply and demand.

The University requires that all suppliers conduct their business in full compliance with all applicable laws intended to promote free and fair competition, including but not limited to the Consumer Protection Act 68 of 2008 and the Competition Act 89 of 1998, and do not enter into prohibited agreements or practices, formal or informal, such as price fixing, market sharing bid rigging, collusion and “kickbacks”.

3.3 Privacy - confidential and proprietary information

The University respects privacy and requires Suppliers to also respect privacy of data subjects. Suppliers will:

- Collect, uses, hold and otherwise process personal data / information responsibly, lawfully.
- Collect personal data / information in an open and transparent fashion and provide fair and reasonable

choices on its collection and use.

- Apply applicable privacy management measures and monitor compliance with privacy commitment.
- Build privacy and security into the design of products and services; and
- Employ appropriate safeguards to protect personal data against unauthorized use or disclosure.
- Not use for their own purposes or disclose to any third party the University's intellectual property, trade secrets or other confidential proprietary or sensitive information without the prior written consent of the University.
- Disclose the University's information to persons within the Supplier organisation strictly on a "need to know" or "need to use" basis.

3.4 Ethical dealings

The University seeks to deal with Suppliers honestly and ethically and will give all potential Suppliers fair and reasonable consideration. Decisions will be based on objective criteria such as price, quality, B-BBEE status, service capability, reliability and integrity.

The giving and receiving of any kickbacks, bribes, or similar payments of any sort is prohibited. The University's employees may not receive any commissions, money or item of value other than regular remuneration and incentives as provided in their terms of employment, either directly or indirectly, for negotiating, procuring, recommending or aiding in any transaction or service entered into on behalf of the University, nor are they entitled to any direct or indirect financial interest in such transactions or agreements.

Suppliers are required to demonstrate the same high ethical standards and to conduct business with integrity and fairness. The University as a good corporate citizen is committed to comply with the Prevention and Combatting of Corrupt Activities Act 12 of 2004 (PVAA). It is therefore important to the University that Suppliers and / or any 3rd parties appointed by the Supplier, align their business practices and comply with this act.

3.5 Anti-bribery

The University's internal policies and anti-bribery laws prohibit the University and its employees from giving or accepting money or other inappropriate enticements, directly or indirectly, to coerce or persuade the awarding of a business opportunity to the University or the Supplier, as the case may be.

Suppliers may not, in their business relationship with the University, act in any way, that violates the University's policy or anti-bribery laws. Suppliers must also ensure that where the University is involved in the supply chain that their suppliers do not engage in the giving or receiving of bribes, kickbacks, or other similar improper or unlawful payments.

3.6 Gifts

Suppliers should be aware that it is not permissible for the University employees to give or receive gifts, hospitality or favours that could influence any business decision or that which creates the appearance of influencing such decision.

As a guideline it is recommended that Suppliers will therefore not provide gifts, hospitality or favours to any University employee, their family members or friends than the following:

- Promotional material and reasonable business entertainment such as business breakfasts, lunches, cocktail parties or dinners.
- Personal hospitality to events such as sporting events or theatres, provided that travel and accommodation costs are not included.
- Business conferences and/or seminars provided that travel and accommodation costs are not included.
- Gifts of a value of R1,000.00 and less.

A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to the Supplier and / or the University.

3.7 Conflict of interest

The Supplier must report to the University any situation that may appear as a conflict of interest, and disclose to the University if any University employee, employee family member or professional under contract with the University may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier. A conflict of interest arises when the personal interests of the University employee could be seen to have the potential to interfere with their objectivity in performing their duties or exercising their judgment on behalf of the University.

3.8 Health and safety

- Suppliers who do business with the University are required to provide a safe and healthy work environment for all their employees and shall comply with all statutory health and safety legislation such as: Acts, Regulations, Notices and South African National Standards in the absence of the said Acts, Regulations and Notices. In addition, suppliers shall comply with all local health and safety laws and regulations where and when applicable in the execution of any University related activities, be it goods or services.
- Compliance to the Compensation Occupational Injuries and Diseases Act (COID) requirement, shall be the continued submission of a VALID Letter of Good Standing from the Compensation Commissioner as stipulated in Section IX of the COID Act as long as the contract agreement is in place.
- In addition, any supplier employee or representative providing on-site services at the University is required to adhere to the University's health and safety standards and rules. Compliance to the University's Health and Safety requirements shall be the signing of the Agreement on Occupational Health and Safety in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended".
- Compliance to the "Agreement on Occupational Health and Safety in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended" and Compliance to the University's Compensation Occupational Injuries and Diseases Act (COID) requirement shall be the submission of a VALID Letter of Good Standing from the Workmen's Compensation Commissioner as stipulated in Section IX of the COID Act is mandatory.
- It is recommended that the Supplier should have a Health and Safety Policy.

3.9 International trade regulations

The University Suppliers must adhere to all the applicable trade and import regulations that apply to their activities.

3.10 Prohibited transactions with certain countries and persons

Compliance with economic and trade sanctions and embargo programs requires careful monitoring of, and sometimes prohibitions on, transactions involving target countries and regimes and target individuals, entities, vessels, and aircraft (for example, terrorists, proliferators of weapons of mass destruction and narcotics traffickers).

To ensure compliance with such restrictions, Suppliers may not engage in any transaction or conduct that directly or indirectly involves embargoed countries, companies or individuals.

Where a Supplier is aware of any transaction which may contravene economic and trade sanctions and embargo programs, then the Supplier must inform the University Whistle-Blower Service on the Hotline number 0800 650 000.

3.11 Human rights and labour practices

The University expects the Suppliers to respect all human rights, including labour rights throughout their business activities.

The University is committed to fair labour practices in the workplace and expects its Suppliers to take appropriate steps to ensure that they and their suppliers subscribe to the same principles and practices, which include, but are not limited to:

- Support and respect the protection of internationally proclaimed human rights.
- Make sure that they are not complicit in human rights abuses.

- Not use any forms of forced and compulsory labour nor require any worker whether local or foreign to remain in employment for any period of time against his or her will.
- The provision of equal opportunities and a prohibition of all forms of unfair discrimination. Examples of discrimination include, but are not limited to, discrimination based on race, tribe, colour, age, disability, religion, sex, marital status, pregnancy (except where required by applicable laws or regulations or prudent for workplace safety) and any other characteristic protected by local law, as applicable.
- Treat employees, Supplier and University employees, with respect and dignity and ensure workers are not subjected to any form of physical, sexual, psychological or other form of harassment or abuse in the workplace.
- A prohibition of the use of child labour, a child being any person younger than 16 years of age.
- The recognition of the right of employees to freedom of association, organization and collective bargaining, within the provisions of the Labour Relations Act 66 of 1995.
- Ensure that a formal process is in place whereby workers are free to express their views about their workplace conditions without fear of retribution or losing their jobs.
- Respect for the privacy and property of all Supplier and University employees.

3.12 Wages and benefits

- The Supplier's employees must be provided with wages and benefits that, at a minimum, comply with national laws or industry standards whichever is higher.
- Suppliers will ensure that all statutory deductions as required under any local laws from time to time are complied with.
- Suppliers will ensure that working hours as provided for in any employment legislations or regulations in force from time to time, or in any collective bargaining agreement entered into with the employee's trade union are observed.

3.13 Whistle blowing and grievance mechanisms

It is recommended that the Supplier shall have systems and procedures in place enabling anonymous grievances, reporting and management and take appropriate actions in a confidential manner.

3.14 Protecting the environment

The University Suppliers shall comply with all the applicable environmental laws and regulations.

3.15 Origin

The Supplier shall be capable to disclose all the potential sources of primary origins (country of origin) associated with deliveries made. The University reserves the right to ask the Supplier to create full supply chain mapping back to origin to facilitate assessment of upstream supply chain compliance.

3.16 Sustainability and the community

The University is committed to the principle of sustainable development, by which is meant striking an optimal balance between economic, environmental and social development and will strive to innovate and adopt best practice, working in consultation with its stakeholders. The University recognizes the need for sustainability to:

- Minimize consumption of natural resources and waste generation.
- Minimize the impact of operations on the environment.
- Encourage the development and diffusion of environmentally friendly technologies.
- Maximize re-use and recycling where possible.
- The reduction of its carbon footprint and auditable waste management should be in line with acceptable standards.

- All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed.
- Comply with material restrictions and product safety requirements set by applicable laws and regulations.
- Optimise consumption of natural resources, including energy and water.
- Implement sound measures to prevent pollution and air emissions.
- Engage with communities and invest in society in a way that makes effective use of resources including the support for charitable organisations.
- Encourage Suppliers to share their commitment to sustainability and the community.

3.17 Purchase order

Suppliers need to ensure that they receive a purchase order from the University / Department, for all orders placed, before delivery of the order to the University. Non-compliance may result in non-payment.

3.18 Licences and returns

The Supplier will be required to obtain and renew, and submit returns, in accordance with any law or regulations all permits, licences, returns and authorisations required for it to carry out its business.

3.19 Taxation, financial integrity and retention of record

- Suppliers will comply with all local tax laws.
- Suppliers will be required to maintain accurate and reliable financial and business records and shall not have any false or inaccurate accounting books or records related to the University for any reason. Suppliers shall maintain all business records at the minimum in compliance with the provisions outlined by the South African Revenue Tax Authority (SARS) or local revenue authorities from time to time.
- When any government investigation or audit is pending or ongoing then Suppliers will not destroy any relevant records until the matter has been investigated and closed.
- Suppliers are required to ensure a secure and accessible manner for the storage of all records in accordance with the retention periods of applicable legislation.

3.20 Reporting violations – communication channels

- The University as a responsible corporate citizen, supports and fosters a culture of zero-tolerance towards corruption, fraud, crime, and misconduct. It is therefore the duty of every Supplier, its employees, representatives, sub-contractors and third parties with whom the University conducts business to disclose information relating to fraudulent conduct, unethical behaviour, crime and misconduct.
- The Supplier shall report any suspected violations of regulations, laws and this Code to the University / Department contact person, or it can be reported confidentially using one of the available channels provided by the University.

4. Brand matters

4.1 Brand damage

Suppliers should with their best endeavours always act in such a manner that they not directly / indirectly damage the University's brand through the execution of their conduct.

4.2 Name usage

The University names, trademarks and brands shall not be used by a Supplier under any circumstances unless specifically authorized by the University. Any request to use the University name, brand, and any depiction of the logo must be formally cleared with the University's Marketing and Communication Department.

5. Continuous improvement

The University recognizes that reaching the standards established in this Code is a dynamic process and encourages suppliers to continuously improve their operations.

6. Variation

The University reserves the right to vary this Code at any time.

7. Conclusion

Acknowledgement of the Code is a pre requisite in every University contract for supply. Through the acceptance of the Code the Supplier commits that all its operations are subject to the provisions contained in this Code. This Code, or the demonstration of its compliance, does not create any third-party beneficiary rights for the Supplier. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between suppliers and the University.

Should a conflict exist between the Code and any applicable contract regarding the subject matter of the Code, the Code shall prevail. Where there is no conflict but the Code sets a higher standard, then the Code shall be applied.

Suppliers acknowledgement:

We the undersigned hereby confirm that:

- We have received and taken due note of the contents of the University's Supplier Code of Conduct.
- We are aware of all relevant laws and regulations of the countries in which our company operates.
- We will report to the University any case of violations of the Code.
- We will inform all our employees / subcontractors and 3rd parties of the content of the University Code.
- We will ensure that they also comply with the provisions incorporated therein.

We hereby authorise the University or its nominated specialist to carry out audits, at reasonable times and on reasonable notice, at our premises and the business premises of our subcontractors to verify compliance with the University's Code content.

Name of Company: _____

Name and Title: _____

Company / Business Registration Number: _____

Signature: _____

Company Stamp / Seal:

Date: _____ Place: _____

Supplier Code of Conduct Declaration

I/We the undersigned hereby confirm that I/we received and comply with the University Supplier Code of Conduct and more specifically, but not limited to, the sections listed below:	Supplier tick (✓) whether comply or not		Office use
1. I/we do comply with all statutory health and safety legislation	Yes	No	
2. I/we do comply with all human rights, including labour rights	Yes	No	
3. I/we do treat employees, Supplier and University employees, with respect and dignity and ensure workers are not subjected to any form of physical, sexual, psychological, or other form of harassment or abuse in the workplace	Yes	No	
4. I/we do comply with the prohibition of the use of child labour	Yes	No	
5. I/we do comply with the national laws or industry standards, whichever is higher, on minimum wages and benefits	Yes	No	
6. I/we shall comply with all the applicable environmental laws and regulations	Yes	No	
7. I/we do comply with all tax laws	Yes	No	
8. I/we shall report any suspected violations of regulations, laws and the University Supplier Code of Conduct	Yes	No	
9. I/we will inform all our employees/subcontractors and 3rd parties of the content of the University Code, and that I/we will ensure that they also comply with the provisions of the Code of Conduct.	Yes	No	
10. I/we do understand that this declaration and/or any updates thereof must be completed, signed and submitted to the University annually on the anniversary thereof	Yes	No	
10. I/we comply with the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004), laws dealing with ethical business practices and the prevention or prohibition of corruption and corrupt activities.	Yes	No	

Name of Company: _____

Name and Title: _____

Company / Business Registration Number: _____

Signature: _____

Company Stamp / Seal:

Date: _____ Place: _____

Information Security Annexure

In addition to the legal and regulatory requirements outlined in the University's Supplier Code of Conduct, this Annexure outlines the Supplier's obligations and the University's rights in relation to the protection of University-owned Information in respect of the Services as it relates to the collection, receipt, recording, organising, storage, updating, modification, retrieval, use, sharing, archiving and destruction of Information. The University requires the Supplier to adhere to its Information Security practices in order to protect the confidentiality, integrity and availability of the University's information assets.

The table below outlines the information assets of the University that have been made available and entrusted to the Supplier in respect of this Agreement.

Asset Name	Description	Personal Data	Information Classification
e.g. Student database	e.g. Names and addresses of all students from the past five years	Yes	Protected

The University acknowledges that the Supplier may use a different data classification scheme within its organisation therefore to reduce ambiguity, a mapping of the University's classification to that of the Supplier is outlined in the table below. Refer to the UCT Information Classification policy and Procedure for more information.

Procurement Leaders Resources for Category/Sourcing Managers

Level	UCT Classification	Supplier Classification	Comments
0	Public		
1	Protected		
2	Confidential		
3	Strictly Confidential		

4.1 Handling Of University Information

All University-owned information entrusted to the Supplier must be handled in accordance to the UCT Information Handling procedure.

4.2 Information security due diligence and annual risk assessments

The University has adopted ISO27001 as its primary Information Security standard and has aligned its internal practices, including Supplier due diligence and risk assessments to the minimum requirements outlined in this standard.

All Suppliers participating in the University's tendering processes are subject to an Information Security Due Diligence Assessment as a pre-requisite for being considered for selection. Appointed Suppliers who pose a material Information Security risk to the University (as defined by the University's risk management policies) will undergo a periodic risk assessment to provide the University with a level of assurance on the Supplier's control environment. The University will provide the Supplier with 7 days' written notice of the intended assessment. These assessments may cover both the design and effectiveness of the Supplier's controls.

Where available, the Supplier may provide the University with relevant information security certifications or assurance reports such as an ISO27001 certificate or ISAE 3402 SOC2 Type 2 report. The University will assess the scope and coverage of the certifications or reports against its minimum Information Security requirements and may request additional input on identified gaps.

Where material risks and vulnerabilities are identified from the assessments, the Supplier will be required to provide the University with a treatment plan outlining treatment actions, assigned responsibility and timelines. For Suppliers participating in a tendering process, the effectiveness and feasibility of the treatment plan will be assessed by the University's Information Security and Risk divisions prior to awarding any tenders. For existing Suppliers, the treatment plans will be managed and monitored for progress as part of the University's service performance review process.

Any vulnerability identified within the Supplier environment, outside of the University-managed assessments, must be communicated to the University immediately.

Where the Supplier fails to adhere to the University's Information Security requirements and fails to remediate within a timeframe agreed between itself and the University then the University will assess the extent of non-compliance and apply appropriate penalties based on the associated risk and impact to the Institution. This may include immediate termination of contract and/or forfeiture of outstanding payments owed to the Supplier, amongst other penalties.

4.3 Screening of supplier staff

The Supplier must carry out an agreed level of screening for all its staff involved in the delivery of services in respect of this Agreement. This may include but is not limited to:

- Personal character references
- Work references
- Confirmation of academic and professional qualifications
- Job history verification
- Criminal record check
- Credit checks
- Drug and substance testing

The University may request the results of the screening for all Supplier staff involved in the delivery of services for audit and compliance purposes.

4.4 Information security training and awareness

As outlined in section 2.2 of this Agreement, the University will provide relevant Supplier Staff with general awareness on this Code of Conduct but the Supplier remains responsible for conducting regular information security awareness and training for all its staff involved in the delivery of services to the University.

4.5 Service levels relating to the availability of the university's systems

All service levels impacting on the availability of the University's systems will be formally agreed and documented between the University and the Supplier and regularly monitored as part of the University's service performance review process. The Supplier must notify the University regarding its plans to ensure and maintain agreed service levels in both normal conditions and during disruptive events.

4.6 Incident management

The Supplier will notify the University immediately upon the discovery of any information security related breach involving the University's information assets. The University's Computer Security Incident Response Team (CSIRT) will assess the severity and impact of the breach and provide further guidance on the way forward.

The CSIRT may invoke the University's Incident Management process during which the Supplier must provide full co-operation to minimise the impact on the University's business operations and ensure that all related evidence is securely preserved.

4.7 The supplier's use of subcontractors

Where a Supplier makes use of a Subcontractor as part of its service delivery to the University, the Supplier will be held responsible for ensuring that the Subcontractor protects the University's information in accordance with the Information Security requirements outlined in this Agreement.

The Supplier may not share University-owned information with the Subcontractor or any other third party without written consent from the University.

Suppliers Acknowledgement:

We the undersigned hereby confirm that:

- We have received and taken due note of the contents of this document, which serves as an Annexure to the University's Supplier Code of Conduct.
- We will endeavour to comply with the University's minimum information security requirements and the University reserves the right to perform periodic assessments to verify compliance at no additional cost to the University.
- We will report to the University any known violation of this Annexure.
- We will inform all our employees and applicable subcontractors and third parties of the content of this Annexure and will ensure that they also comply with the provisions incorporated herein.
- Compliance with this Annexure may be waived in whole or in part only by the University, in writing.

We hereby authorise the University or its nominated specialists to carry out assessments to verify compliance with this Information Security Annexure.

Reference to Other Documents:

This Agreement must be read in conjunction with the following University policies and procedures:

- Information Classification Policy
- Information Classification Procedure
- Information Handling Procedure
- Information Labelling Procedure
- Information Security Policy for Supplier Relationships

Name of Company: _____

Name and Title: _____

Company / Business Registration Number: _____

Signature: _____

Company Stamp / Seal: _____

Date: _____ Place: _____