

CODE OF VENDOR CONDUCT

OLD NAVY

GAP

BANANA REPUBLIC

ATHLETA

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OVERVIEW

This Code of Vendor Conduct (COVC) applies to all facilities that produce goods for Gap Inc. or any of its subsidiaries, divisions, affiliates or agents. Gap Inc. recognizes that there are different legal and cultural environments in which facilities operate throughout the world. This Code sets forth the basic requirements that all facilities must meet in order to do business with Gap Inc.

This Code is based on internationally accepted labor standards and guidance, including the International Labour Organization (ILO)'s core conventions, the Universal Declaration of Human Rights, and the United Nations (UN) Guiding Principles for Business and Human Rights. This Code also supports Gap Inc.'s human rights commitments, as outlined in the company's Human Rights Policy. This Code provides the foundation for Gap Inc.'s ongoing evaluation of a facility's employment practices and environmental compliance.

Facility assessments promote increased awareness of labor conditions to Gap Inc., facilitate greater partnership with the company's suppliers, drive improvements in sustainability performance, and ultimately generate positive change.

PROVISIONS & STANDARDS

COMPLIANCE WITH LAWS

The facilities that produce goods for Gap Inc. shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations as a condition of doing business with Gap Inc. Should there be a difference in the requirements set out by local legislation and those in the Gap Inc. COVC, the more stringent requirement shall apply. Vendor and Vendor Affiliates shall use only Gap Inc.-approved facilities for the production of goods. Vendors shall obtain written authorization from Gap Inc. to use these facilities prior to the start of production.

COMPLIANCE WITH LAWS

The facility shall operate in full compliance with all applicable laws, rules, and regulations including those relating to labor, worker health and safety, and the environment.

WORKER INTERVIEWS

The management at the facility shall not coach or require workers to provide certain answers to assessors during confidential worker interviews.

BRIBERY

The facility shall not tolerate, permit, or engage in bribery, corruption, fraud, or unethical business practices in dealing with business partners, public officials, or any Gap Inc. representatives.

U.S. FOREIGN CORRUPT PRACTICES ACT (FCPA)

The facility shall comply with the U.S. Foreign Corrupt Practices Act (FCPA) and must not engage in corrupt or unethical practices, such as accepting or offering bribes in exchange for preferential treatment or employment.

TRANSPARENCY

The facility shall be transparent with their policies, processes, and records applicable to their operations and compliance levels with the Gap Inc. COVC and any Supplemental Requirements. All records and documents provided to Gap Inc. representatives, including but not limited to payroll and time-keeping records, should be complete and accurate.

UNRESTRICTED ACCESS

The facility shall allow Gap Inc. representatives or agents unrestricted access to its' facilities, workers for interviews, and the review of relevant records at all times, regardless of whether advance notice is provided.

EMPLOYMENT CONTRACTS

The facility shall keep all applicable records and documentation referenced in this standard on-site and available to Gap Inc. representatives for at least 12 months from termination date of an employee.

SUB-CONTRACTING

Vendors shall only use Gap Inc.-approved facilities for the production of goods. Vendors shall obtain written authorization from Gap Inc. to use these facilities prior to the start of production.

FACILITY EXPANSION

In the case of expansion of the existing approved facility, the facility/vendor shall inform Gap Inc.'s Supplier Sustainability team as soon as the expansion is ready. The vendor shall not move any Gap Inc. production to the expanded area before receiving written approval from Gap Inc.

SUBCONTRACTOR MONITORING (HANDWORK)

The facility shall engage in monitoring and verification of their handwork subcontractors to assess and address any risk associated with all sections of the COVC.

GAP INC. COVC POSTER

The facility shall ensure that Gap Inc.'s COVC poster is posted in at least one conspicuous location in the facility that is regularly accessible to workers and is written in the predominant language(s) of the workers.

WORKER-MANAGEMENT COMMUNICATION

The facility shall constitute and manage worker-management communication forums in compliance with applicable laws.

CHILD CARE FACILITIES

The facility shall provide childcare facilities wherever required by law.

APPRENTICE AND VOCATIONAL PROGRAMS

Any apprenticeship or vocational education programs provided at the facility shall be legal, documented, and designed for the educational benefit of the workers.

PROVISIONS & STANDARDS

ENVIRONMENT

The facility shall comply with all applicable environmental laws and regulations. The facility must manage their environmental impacts, including energy and greenhouse gas (GHG) emissions, air pollution (air emissions), water consumption, water quality, wastewater, waste diversion and disposal, as well as chemical use and handling.

ENVIRONMENTAL MANAGEMENT SYSTEM

The facility shall have an Environmental Management System (EMS).

ENVIRONMENTAL EMERGENCY PLAN

The facility shall have an Environmental Emergency Plan (EEP) that includes procedures for notifying local community authorities in case of accidental discharge or any other environmental emergency.

WASTEWATER TREATMENT POLICY AND PROCEDURE

The facility shall maintain an up-to-date Wastewater Treatment Policy and Procedure. All industrial and domestic wastewater shall be treated to meet the discharge requirements of local laws. In addition, the facility shall comply with all applicable monitoring and reporting requirements. As such, the treatment facility must be appropriately sized to process effluent of all production processes and shall not be left idle during production times.

WATER QUALITY PROGRAM

The denim laundry facilities shall comply with the requirements of the Gap Inc. Water Quality Program (WQP).

CHEMICALS INVENTORY

The facility shall maintain a current Chemical Inventory that lists all chemicals used in the facility and the supplier's name.

RESTRICTED SUBSTANCES LIST

The facility shall adhere to chemical restrictions, as described in the Gap Inc. Restricted Substances List (RSL), and shall prohibit the use of banned chemicals in manufacturing processes, as described in the Zero Discharge of Hazardous Chemicals - Manufacturing Restricted Substances List (ZDHC MRSL).

CHEMICALS STORAGE

The facility shall ensure that the chemicals and hazardous substance storage areas are maintained in an organized and safe manner, with clear and proper labelling of chemical containers.

CHEMICAL HANDLING PROCEDURES

The facility shall have defined safe chemical handling procedures and shall train workers on these procedures and the hazards of chemical exposure.

CHEMICAL DISPOSAL

The facility shall segregate hazardous from non-hazardous materials and shall dispose of both types of materials in a safe and legal manner.

SAC HIGG INDEX FACILITY ENVIRONMENT MODULE

The facility shall complete and submit the Higg Index Facility Environment Module as per Gap Inc.'s required timeline.

PROVISIONS & STANDARDS

LABOR

The facility shall only employ workers who meet the applicable minimum legal age requirements or who are at least 15 years of age, whichever is greater. The facility must also comply with all other applicable child labor laws. The facility is encouraged to develop lawful workplace apprenticeship programs for the educational benefit of their workers, provided that all participants meet both Gap Inc.'s minimum age standard of 15 and/or the minimum legal age requirement.

CHILD LABOR

At the facility, all workers shall meet the applicable legal minimum age requirements or are at least 15 years of age, whichever is greater. If the minimum legal age is higher under local law, the higher age applies.

No workers under the age for mandatory schooling shall be employed by the facility.

Facility management shall have a rigorous age verification procedure that includes maintaining copies of official government-authenticated documentation for every worker and confirmation of the worker's date of birth. In countries where official proof-of-age documents, birth certificates, or government-issued IDs are not available, the facility shall employ independent and reliable means for determining workers' age.

In countries where no reliable documentation exists, the facility shall implement a recruitment system that appropriately assesses the age of potential workers.

The facility shall take all necessary precautions to ensure that young/juvenile workers, under the age of 18, are protected from working conditions that could pose a danger to their health, safety, or development (this includes restrictions on night work, any job function considered hazardous, etc.).

The facility shall obtain necessary authorizations and pay the appropriate minimum wages, overtime, and legally entitled bonuses for workers. The facility shall follow legal exceptions to the minimum wage and any legally entitled bonuses and/or benefits of young workers.

The facility shall obtain necessary legal approvals (permits/medical check-up records, etc.) for all young/juvenile workers.

The facility shall have the required tracking system for all young/juvenile workers (e.g. young worker register).

The facility shall comply with all education-related government programs.

FOREIGN CONTRACT LABOR

The facility shall ensure, if it recruits or employs Foreign Contract Workers, that these workers are treated fairly and on an equal basis with its local workers.

The facility shall ensure that migrant workers are not subject to any form of forced, compulsory, bonded, or indentured labor. The facility shall ensure that all work must be voluntary and workers must be free to terminate their employment at any time, without penalty. The facility shall ensure that migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up employment or preventing them from voluntarily terminating their employment, at any time, without penalty.

EMPLOYMENT CONTRACTS

The facility shall ensure that employment contracts are legally enforceable, clear, written in the employee's language, and executable the worker's home country. The facility shall ensure that applicants have an opportunity to review or are guided through the provisions before signing and receiving a copy of the contract. The facility shall provide each applicant with a contract for employment ("Employment Contract") and ensure that the terms and conditions of the contract do not contravene applicable laws or the Foreign Contract Labor standards of this Code.

EMPLOYMENT TERMS

The facility shall ensure that Employment Contracts are aligned with all requirements in this Code and must specify:

- Worker's name
- Passport details
- Detailed address in home country
- Secondary contact (contact for emergencies)
- Type of work to be performed, job title, occupation category if applicable, and location
- Term (duration) of the contract
- Minimum and overtime wage rates to be paid
- Bonuses, any indemnities, or allowance to be paid
- Maximum allowable overtime hours consistent with the laws of the host country and Gap Inc. COVC

- All benefits to be provided (including medical coverage, sick leave, annual leave, and holidays)
- All deductions to be taken (including charges for food and housing)
- Estimated minimum net pay that the worker can expect per month
- Summary of the living conditions
- Detailed information on any Medical Testing that is required by laws of workers' home country or host country
- Payments to be received at the end of contract, including transportation
- Terms of recourse for early contract termination with and without reasonable notice by the employer or the employee with regards to payments due and travel expenses for repatriation.

HOST COUNTRY EMPLOYMENT CONTRACT

The facility shall not modify or impose any additional terms or requirements on the worker after the Employment Contract is signed unless expressly required by law. Under no circumstances is contract substitution permitted. If the receiving/host country law requires an additional contract to be signed, the facility shall ensure that it contains exactly the same content and provisions as that signed in the sending/home country.

ORIENTATION TRAINING

The facility shall ensure that Orientation Training is provided for all foreign contract workers (where possible, Orientation Training is provided in the home country prior to departure). In all cases, Orientation Training shall include the following and be in a language the worker understands: Employment terms and conditions; Living conditions in the host country; Dormitory rules; Workplace conditions; Rights and responsibilities; and Required job skills.

RECRUITMENT AGENCIES

If the facility uses recruitment agencies, they shall only be used under the following conditions: A) The agency is licensed by the home country government, and where applicable the host country government. B) A written contract exists between the facility and the recruitment agency that clearly defines all hiring practices. C) Recruitment agency discloses all the information regarding the use of any sub-contractors, sub-agents or

any individual for recruiting workers for the facility. D) The facility (including its employees and representatives) does not accept any reimbursements, kickbacks or other amounts from the recruitment agency or other person involved in the recruiting process.

RECRUITMENT AGENCY DUE DILIGENCE

The facility shall have in place a mechanism to ensure that all third-party employment agencies (in sending and receiving countries, as applicable) recruit workers ethically and in compliance with relevant laws and the COVC. The facility shall maintain documentation demonstrating third-party employment agencies' abide to relevant laws and the COVC.

HOST COUNTRY FEES

The facility shall pay all fees and costs payable to the host government for the documentation of Foreign Contract Worker's employment in the host country, including any levies, fees for work permit, and fees for renewing work documents. The facility shall not at any point deduct from wages, charge workers, or otherwise accept reimbursements to re-coup these fees. The facility or the recruitment agency shall not collect from Foreign Contract Workers a deposit or bond or withhold part of Foreign Contract Workers' earnings at any point of their employment.

CONTROL OF EARNINGS

The facility shall allow workers full and complete control over earnings and shall not withhold any "guarantee money" or recruitment fee sums from pay otherwise due to Foreign Contract Workers.

RECRUITMENT FEE CHARGEBACK

The facility shall pay all fees and costs payable to the Foreign Contract Workers' home government for the documentation of their deployment to the host country, including recruitment agency fees, visa fees, medical checks, and any costs that are not the legal responsibility of the worker. The facility shall not at any point deduct from wages, charge workers or otherwise accept reimbursement to re-coup these fees (including those payable to the home government).

TRANSPORTATION

The facility shall arrange and pay for all of the workers' airfare and/or other reasonable transportation costs back to the workers' home country at the end of the contract term or if the contract is terminated by the facility.

In cases where the worker wishes to leave the facility prior to the end of contract for any reason, the travel costs shall be paid on a pro-rata basis, as agreed in the contract. The facility shall not at any point deduct from wages, charge workers, or otherwise accept reimbursement to re-coup these fees.

FINAL PAYMENT AND RETURN FEE

The facility shall ensure that at the end of the worker contract, workers are paid and receive all settlement owed to them, including last-salary payments, return fee (if applicable), end of service bonus, and any annual leave days owed to the worker.

NEW FACILITIES—FOREIGN CONTRACT LABOR REQUIREMENTS

For all existing contract workers that paid home country fees, recruitment fees, or host country fees prior to facility's approval by Gap Inc., the facility must:

- A) Pay to the worker a "Return Fee" in addition to any wages, benefits, or other amounts due and owing to the worker at the time of his/her return to the home country based on the completion of their contract.
- B) Reimburse any host country fees paid by existing workers.
- C) Provide written communication to the worker with the amount of the Return Fee and conditions of payment.

CONTROL OF PASSPORTS

The facility shall allow the worker full control over his or her identity papers, passports or similar documentation and shall provide the worker with a locked and secure storage space in which to keep this documentation.

FOREIGN CONTRACT WORKER DISCRIMINATION

The facility shall not engage in discriminatory practices against foreign contract workers on the basis of their status as Foreign Contract Workers. Foreign Contract Workers shall be given equal treatment as local workers, having equal access to opportunities to working conditions, such as wages and benefits, as legally permissible as possible.

DOCUMENTATION

The facility shall ensure that the recruitment and employment of Foreign Contract Workers complies with applicable laws. The facility shall maintain that the Foreign Contract Workers have the proper legal documents as to their stay and employment in the host country.

FOREIGN CONTRACT WORKER LIST

The facility shall maintain and update relevant documentation of its Foreign Contract Workers, including a register of Foreign Contract Workers/roster with details on contract dates, validity of work permit, passports, etc.

DISCRIMINATION

The facility shall employ workers on the basis of their ability to do the job, not on the basis of their personal characteristics or beliefs.

DISCRIMINATORY EMPLOYMENT PRACTICES

The facility shall hire, promote, pay wages and benefits, terminate, and provide access to trainings, without regard to race, color, gender, nationality, religion, age, maternity, marital status, indigenous status, ethnicity, social origin, disability, sexual orientation, HIV/AIDS status, or membership in workers organizations including unions or political affiliation. The facility shall ensure that hiring, promotion, and other human resource decisions shall be made on the workers' qualifications, skills, ability, productivity, and overall job performance. The facility shall comply with applicable wage and hour labor laws and regulations governing worker compensation and working hours. Workers with the same qualifications, skills, experience, and performance shall receive equal pay for equal work in accordance with applicable labor laws.

DISCRIMINATION: RECRUITMENT PROCESS

The facility shall ensure that hiring notices and job descriptions do not specify discriminatory factors, such as gender, age, race, etc.

DISCRIMINATORY MEDICAL EXAMINATIONS

The facility shall ensure that the use of medical examinations, such as pregnancy or HIV/AIDS tests, to prevent a worker from being hired is prohibited. Medical tests, if required by law, shall comply with requirements and shall not be used in any discriminatory manner.

DISCRIMINATION FOR PREGNANCY AND MATERNITY

The facility shall ensure that pregnancy shall not be used as a basis for discriminatory practices like termination/demotion/pay cuts etc.

RELIGIOUS OBSERVANCES

The facility shall ensure that religious observances, prayer breaks, and religious holidays are not prohibited.

FORCED LABOR

The facility shall not use involuntary labor of any kind, including prison labor, debt bondage, slave labor, or forced labor by governments.

FREE EGRESS

The facility shall ensure that if entrances are guarded for security reasons, workers shall have free egress at all times.

RESTRICTIONS TO VOLUNTARILY ENDING EMPLOYMENT

The facility shall not employ tactics to prevent workers from leaving at will, such as withholding salary as a “year-end bonus” or charging a penalty when workers terminate their contract, or by withholding any personal identification documents such as IDs and passports.

RESTRICTIONS ON WORKER MOVEMENT

The facility shall ensure that beyond reasonable restrictions, workers can move freely within the facility to use the toilets, drink water, and take designated breaks.

WORKER TIME OFF DUE TO EMERGENCIES

The facility shall ensure that workers are allowed to leave freely at the end of the shift or during the shift under extenuating circumstances like illness or family emergencies.

FREEDOM OF ASSOCIATION

The facility shall recognize that workers are free to join associations of their own choosing. The facility shall not interfere with workers who wish to lawfully and peacefully associate, organize, or bargain collectively. The facility shall support that the decision whether or not to do so shall be made solely by the workers.

COMPLIANCE WITH APPLICABLE LAWS

The facility shall ensure that workers are free to choose whether or not to lawfully organize and join associations. If freedom of association and/or collective bargaining are restricted by law, workers shall be free to develop parallel means for independent and free association and collective bargaining.

THREATS TO FREEDOM OF ASSOCIATION

The facility shall not threaten, penalize, restrict, or interfere with workers lawful efforts to join associations of their choosing, carry out their union activities including union meetings, demonstrations, and lawful strikes.

COLLECTIVE BARGAINING

The facility shall ensure that workers have the right to negotiate a collective bargaining agreement. If a collective bargaining agreement exists, the facility shall comply with all contractual provisions.

DEDUCTING UNION MEMBERSHIP FEES

The facility shall not deduct union membership dues, fees, or fines from workers' wages without the express and written consent of the individual, unless otherwise specified in a freely negotiated and valid collective bargaining agreement or when required by law.

INTERFERENCE WITH ASSOCIATION PROCESS

The facility shall ensure workers have the right to elect leaders and representatives of their unions without management interference.

SPECIAL PROTECTION TO WORKERS

The facility shall ensure worker representatives are not discriminated against and have regular access to company management in order to address grievances and other issues.

ACCESS TO FACILITIES

The facility shall not prohibit representatives of the trade union from interacting with workers so long as the terms of the engagement meet the conditions established by the law or mutual agreement between the facility and the union.

FREEDOM TO CHOOSE ORGANIZATIONS

The facility shall not interfere where more than one union exists within a facility and shall not favor one union over another.

HUMANE TREATMENT AND DISCIPLINARY PRACTICES

The facility shall treat all workers with respect and dignity. The facility shall not use corporal punishment or any other form of physical or psychological coercion.

PHYSICAL ABUSE

The facility shall not use physical corporal punishment, force that causes bodily harm or pain, or other forms of physical contact to punish or coerce workers.

VERBAL AND SEXUAL ABUSE

The facility shall not engage in or permit psychological coercion or any other form of non-physical abuse, including threats of violence, sexual harassment, screaming, or other verbal abuse.

DISCIPLINARY ACTIONS

The facility shall have a policy that clarifies and standardizes discipline. Disciplinary actions and processes shall consist of an escalating series of actions, starting with warnings, followed by disciplinary actions (e.g. from verbal warning, written notice, to suspension and termination). The facility shall maintain written records of disciplinary actions taken. Discipline, either in policy or in practice, shall meet applicable laws and requirements of this Code. The facility shall formally communicate with workers the rules and disciplinary processes at the time of hire.

GRIEVANCE CHANNELS AND RETALIATION

The facility shall ensure that workers have means to report grievances to management, including a channel that provides for confidentiality and anonymity. The facility shall also ensure workers can bring to management's attention grievances through means other than their immediate supervisor. The grievance system shall include addressing grievances in a timely manner and documenting grievances and management action on grievances.

The facility shall provide for a system for addressing disputes in the workplace, whether between co-workers or between workers and supervisor or manager. The facility shall ensure that such grievance channels and mechanisms for resolving disputes and grievances provide for protection from retaliation.

SECURITY PERSONNEL

The facility shall ensure that on-site security personnel, including workers hired directly by the facility or workers hired by a third-party service provider, conduct routine and emergency activities in a way that ensures the highest levels of safety and security while also protecting the dignity of the worker.

The facility shall ensure that no force is used except in self-defense and in situations where there is a clear and present danger to themselves or other workers. The use of force in these limited circumstances is proportional to the situation and within the boundaries of the law.

PAT-DOWNS

The facility shall ensure that should worker searches, such as “pat-downs” or hand bag searches be necessary, all worker searches are conducted in the open and any physical searches are performed by security personnel who are of the same gender as the worker. The facility shall ensure that such searches are applied equally to all workers regardless of position.

HARASSMENT AND ABUSE POLICY

The facility shall have a policy that defines and prohibits all forms of harassment and abuse and includes a list of penalties for violations.

WAGES, BENEFITS, AND TERMS OF EMPLOYMENT

The facility shall pay wages and overtime premiums in compliance with all applicable laws. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. The facility is encouraged to provide wages and benefits that are sufficient to cover workers’ basic needs and some discretionary income.

MINIMUM WAGE REQUIREMENT

The facility shall ensure workers are paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.

UNREASONABLE PRODUCTION QUOTAS

The facility shall not set production quotas or piecework rates at such a level that workers need to work beyond regular working hours (excluding overtime) to earn the legal minimum wage or prevailing industry wage. Any quotas or rates must be reasonable for workers to meet within a regular shift.

OVERTIME AND INCENTIVE RATES

The facility shall pay overtime and any incentive (or piece) rates that meet all legal requirements or the local industry prevailing standard, whichever is greater. Hourly wage rates for overtime must be higher than the rates for the regular work shift.

UNPAID OVERTIME ADJUSTMENTS

The facility shall ensure that overtime hours not be adjusted against leaves/holidays/absent days unless permitted by local law.

OVERTIME ALLOWANCES

The facility shall ensure that workers are paid all legally applicable overtime allowances.

DISPLAY OF LEGAL MINIMUM WAGES AND WAGE CALCULATION

The facility shall ensure that Legal Minimum wage rates, overtime rates and wage calculation shall be displayed prominently throughout the facility in the local language of workers.

ON-TIME AND DIRECT PAYMENT TO WORKERS

The facility shall ensure that workers are paid directly and at least once per month within no more than 31 days after the end of the previous month or within the legally mandated period, whichever is earlier.

The facility shall ensure payments must be made in cash, and “in-kind” payments are prohibited.

MONETIZE OR ENCASH BENEFITS

The facility shall not monetize/encash any benefit or allowance as outlined under local law.

WAGE STATEMENTS

The facility shall ensure that for each pay period, workers are provided understandable wage statements that includes all relevant details written in a language they understand.

RIGHT TO REFUSE EMPLOYER SERVICES

The facility shall ensure that workers have the right to use or not to use employer provided services, such as housing or meals.

EXCESS CHARGE FOR GOODS AND SERVICES

The facility shall ensure that deductions for services/goods to employees (housing, meals, and supplies) provided by the employer shall not exceed the actual cost.

SHORT TERM/TEMPORARY/FIXED TERM CONTRACTS

The facility shall ensure that where training wages are legally allowed, they are for a limited time frame and the facility shall not modify or terminate worker contracts (including the signing of a series of short-term contracts in immediate succession), work schedules, or location for the sole purpose of avoiding wage requirements.

USAGE OF LAYOFFS AND REHIRING TO AVOID BENEFITS

The facility shall not modify or terminate worker contracts, work schedules, or location for the purpose of avoiding wage requirements.

SUSPENSION/TERMINATION OF CONTRACTS

The facility shall ensure that contract suspension/terminations are in accordance with the law and with full payment of legal termination benefits.

ILLEGAL DEDUCTION FROM WORKER WAGES

The facility shall ensure that deductions from wages as a disciplinary measure are not permitted, including wage deductions for tardiness that exceed the wage equivalent of actual time missed.

LEAVES AND HOLIDAYS

The facility shall provide paid leaves and holidays as required by law or that meet the local industry standard, whichever is greater.

LEAVE PROCEDURES

The facility shall have clearly written leave procedures and these must be made accessible and communicated to workers in their local language.

LEAVE/HOLIDAY/WEEKLY OFF PAYMENTS

The facility shall ensure that workers be paid for their leave not taken in addition to the leave days/holidays/weekly off days worked, as required by local law.

LEAVE RECORDS

The facility shall maintain all documentation related to worker eligibility for leaves and leaves availed accurately and up to date.

PAYMENT OF BENEFITS

The facility shall ensure that benefits, such as social insurance, retirement benefits, severance, maternity benefits, etc., are paid on time and in accordance with local law.

LEGALLY REQUIRED WITHHOLDINGS

The facility shall ensure that deductions or withholdings for benefits must be remitted to the proper authority in the time period required by law.

WORKER TOOLS PROVIDED FREE OF CHARGE

The facility shall ensure that work tools be provided free of charge at the time of employment.

TAKING WORK HOME

The facility shall ensure that workers not take work home or to their dormitories, even if this work is voluntary.

WORKING HOURS

The facility shall set working hours in compliance with all applicable laws. While it is understood that overtime is often required in garment production, the facility shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions.

NORMAL WORK SCHEDULE

The facility shall comply with all applicable laws, regulations, and industry standards on working hours. The maximum allowable working hours in any week shall be the lesser of a) what is permitted by national law or b) a total of 60 hours of work in any consecutive 7-day period.

OVERTIME HOURS

The facility shall ensure that overtime hours not exceed legal limits or 12 hours in a week, whichever is lesser.

INVOLUNTARY OVERTIME

The facility shall support workers refusal of overtime work without any threat of penalty, punishment, or dismissal. Under no circumstances shall a facility impose punitive measures such as salary deductions, apply coercion of any kind, deny future opportunities for overtime, or take disciplinary action against workers for refusing overtime.

OVERTIME AS CONDITION OF EMPLOYMENT

The facility shall not allow workers to sign a document agreeing to work overtime on demand as a condition of employment.

TIMEKEEPING SYSTEM AND RECORDS

The facility shall have a functioning, reliable, and accurate timekeeping system that allows workers to record their regular and overtime hours. Timekeeping records shall be maintained and workers shall have access to their attendance records upon request.

WORKING HOURS ONE DAY OFF IN SEVEN

The facility shall allow workers at least one day off in seven days, or the local legal standard if more stringent. A day off must be at least 24 hours of continuous rest.

DAILY REST PERIODS

The facility shall ensure that all legally required daily rest periods are provided to all workers.

OVERTIME MANAGEMENT SYSTEM

The facility shall have a system that demonstrates that all overtime hours are voluntary.

PROVISIONS & STANDARDS

OCCUPATIONAL HEALTH & SAFETY

The facility shall comply with all applicable laws and regulations regarding working conditions and shall provide workers with a safe and healthy environment.

COMPLIANCE WITH LAWS

The facility shall comply with all applicable laws and/or manufacturer instructions regarding working conditions, including personal protective equipment, machine safety, chemical handling and safety, first aid, medical care, food service, emergency preparedness, fire safety, structural, and electrical safety.

HEALTH AND SAFETY COMMITTEE

The facility shall, if required by law, have a health and safety committee available in accordance with local law. The facility shall ensure that meeting logs are maintained.

GENERAL SAFETY

The facility shall comply with all applicable laws regarding risk protection.

VENTILATION

The facility shall ensure that adequate and effective ventilation exists for the comfort of workers and that there is proper circulation of air, especially in areas of frequent or heavy use of chemicals and paints, or in areas with significant dust and material particles.

GENERAL SAFETY: LIGHTING

The facility shall ensure appropriate and sufficient lighting is installed so workers are aware of their surroundings, are able to perform their work safely, and are able to see any potential barriers or obstacles on their way to the nearest exits.

FLOOR SAFETY

The facility shall ensure that floors have proper construction, drainage and maintenance.

SANITATION AND HOUSEKEEPING

The facility shall maintain good housekeeping and sanitation in all areas including outside stairs/exit paths and corridors.

STAIRWAYS AND RAISED PLATFORM

The facility shall ensure that stairs, platforms, and elevated floors are well protected to eliminate safety hazards.

CONFINED SPACES

The facility shall ensure that confined spaces do not pose a danger to worker safety.

SEATING AND ERGONOMIC MATS

The facility shall take adequate measures to prevent fatigue and long-term health problems to workers.

SMOKING

The facility shall ensure that smoking is not permitted in the areas where smoke may pose health risk for other workers and/or a fire hazard.

PREGNANT AND BREASTFEEDING WOMEN

The facility shall take all required measures to ensure the health and safety of groups of workers with special requirements.

WORKERS WITH DISABILITY

The facility shall take all required measures to ensure health and safety of groups of workers with special requirements.

TOILETS

The facility shall ensure there are an appropriate number of clean, functional, and sanitary toilet areas and there is no unreasonable restriction of their use.

PERSONAL PROTECTIVE EQUIPMENT

The facility shall ensure that appropriate personal protective equipment such as masks, gloves, goggles, ear plugs and rubber boots are made available at no cost to all workers and instructions for use are shared with the workers.

MACHINE/EQUIPMENT SAFETY

The facility shall comply with all laws regarding machine and equipment safety and take all steps to ensure safety.

FIRST AID AND MEDICAL FACILITY

The facility shall ensure adequate arrangement for first aid and medical care.

CANTEEN AND EATING AREA

The facility shall make adequate arrangements for provision of food and eating area for workers.

DRINKING WATER

The facility shall make adequate arrangements for provision of sufficient and safe drinking/potable water for all workers.

FIRE SAFETY CERTIFICATES

The facility shall comply with all applicable laws regarding fire safety.

EXITS/EXIT ROUTES/EMERGENCY ROUTES

The facility shall ensure there are sufficient, marked exits and clear routes from all areas of the facility to support safe and smooth evacuation from the facility.

EMERGENCY LIGHTING

The facility shall ensure that sufficient, powered back-up emergency lights are provided throughout the facility.

FIREFIGHTING EQUIPMENT

The facility shall provide appropriate firefighting equipment in sufficient number throughout the facility. These shall be maintained in functional condition at all times.

FIRE DETECTION AND ALARM SYSTEMS

The facility shall have a functional and well-maintained alarm system for early emergency warning.

EMERGENCY PROCEDURES AND EVACUATION DRILLS

The facility shall have an emergency response system and team with defined responsibilities. The facility shall ensure that emergency evacuation drills are conducted and recorded.

BUILDING SAFETY

The facility shall comply with all applicable laws regarding structural safety.

The facility shall take all necessary steps to ensure that the facility is structurally safe and well-maintained.

ELECTRICAL SAFETY

The facility shall comply with all applicable laws regarding electrical safety.

The facility shall ensure that all electrical boards, panels, wiring, circuit breakers, etc. are adequately marked and protected.

DORMITORY

The facility shall ensure if housing is provided for workers that these facilities are kept clean and safe.

HEALTH AND SAFETY

The facility shall ensure that dormitory facilities meet all applicable laws and regulations related to health and safety, including fire safety, sanitation, risk protection, and electrical, mechanical, and structural safety.

EXITS, EMERGENCY LIGHTING, AND FIRE ALARM

The facility shall ensure that there are at least two clearly marked exits on each floor and emergency lighting installed in halls, stairwells, and above each exit.

CLEAR HALLS AND EXITS

The facility shall ensure that halls and exits are kept clear of obstruction for safe and rapid evacuation in case of fire or other emergencies.

POSTED EVACUATION DIRECTIONS

The facility shall ensure that directions for evacuation in case of fire or other emergencies are posted in all sleeping quarters.

FIRE EXTINGUISHERS

The facility shall ensure that dormitory facilities are adequate and that accessible fire extinguishers are installed.

FIRE FIGHTING EQUIPMENT

The facility shall ensure that a fire hydrant and other firefighting equipment, if required by law, are installed and properly maintained.

FIRE DRILLS AND EVACUATION DRILL LOG

The facility shall conduct fire drills at least once every six months, with appropriate documents maintained.

YELLOW BOX OR MARKINGS

The facility shall ensure a yellow box is painted in all areas with fire extinguishers or control panels to indicate areas that shall be kept free and without obstruction.

FIRST AID KIT

The facility shall ensure that well-stocked first aid kits are provided in dormitory facilities.

DORMITORY LOCATION

The facility shall ensure that dormitories are separate from any production or warehouse locations.

SEGREGATED HAZARD AND COMBUSTIBLE MATERIAL

The facility shall ensure that hazardous and combustible materials used in the production process are not stored in the dormitory.

FREE ACCESS

The facility shall ensure that dormitory residents are free to come and go during their off-hours under reasonable limitations imposed for their safety and comfort. Such limitations may not prohibit workers from entering or exiting the dormitory at any time.

SEPARATE ROOMS BY GENDER

The facility shall ensure that sleeping quarters are segregated by gender.

SANITATION

The facility shall ensure that all areas in the dormitory are clean and well-maintained.

SUFFICIENT SPACE

The facility shall ensure that there is sufficient living space per worker in the sleeping quarters, which at a minimum meets both the minimum legal requirement and the local industry standard.

LAUNDRY

The facility shall ensure there is sufficient space provided to dry clothes and belongings in the open air.

WORKER STORAGE SPACE

The facility shall provide a private and secure storage space for workers, such as a locker, for valuable personal belongings.

BARE FLOORS AND PERSONAL MATS

The facility shall provide workers their own individual mats or beds, which are exclusively theirs for the time period that they are employed by the facility.

SUFFICIENT TOILETS AND SHOWERS

The facility shall ensure sufficient toilets and showers are segregated by gender and provided in safe, sanitary, accessible, and private areas.

TOILET SANITATION

The facility shall ensure toilets are clean, sanitary, functioning, and well-maintained.

PRIVACY

The facility shall ensure that toilets and showers are in covered areas and shielded from view by those outside these areas.

TOILETS BY GENDER

The facility shall ensure that in larger dormitories where there are multiple toilets in one bathroom, the bathrooms shall be segregated by gender and clearly marked.

KITCHEN FACILITIES

The facility shall ensure that kitchen facilities or facilities used for food preparation, such as sinks, shall be separate from the toilet and shower area.

DORMITORY CONDITIONS

The facility shall ensure that dormitory facilities are well ventilated. The facility shall ensure that there are windows to the outside or fans and/or air conditioners and/or heaters in all sleeping areas for adequate circulation, ventilation, and temperature control.

SUFFICIENT LIGHTING

The facility shall ensure that dormitory facilities have adequate lighting.

WATER

The facility shall ensure that potable water or facilities to boil water are available to dormitory residents.

PROVISIONS & STANDARDS

MANAGEMENT SYSTEMS

The facility shall establish sustainability management systems designed with appropriate operational controls to ensure compliance with applicable laws, regulations, and the COVC. Management systems shall identify and control sustainability risks, and facilitate continuous improvement.

COMPANY STATEMENT AND MANAGEMENT OVERSIGHT

The facility shall have a written statement confirming its commitment to sustainability and to continuous improvement (as embodied in relevant laws and the COVC). The facility shall ensure there is a senior manager or management team member with designated responsibility for overseeing implementation of effective labor management systems, and for ensuring that the facility meets COVC and legal requirements.

MANAGEMENT RESPONSIBILITY AND WORKER FEEDBACK

The facility shall ensure that responsibilities for meeting COVC requirements are defined for management and supervisory personnel. The facility shall ensure that workers have access to mechanisms to provide feedback on practices related to the COVC and to facilitate continuous improvement.

RISK ASSESSMENT PROCESS

The facility shall ensure there is a risk assessment process in place that identifies legal and COVC risks associated with facility operations. The facility shall ensure the process covers significant risks, and results in implementation of appropriate procedural controls to ensure mitigation of identified risks.

MANAGEMENT AND WORKER TRAININGS

The facility shall deliver management and worker training programs that support effective implementation of sustainability management systems and meeting of legal and COVC requirements.

PERFORMANCE OBJECTIVES AND TARGETS

The facility shall ensure that there are performance objectives, targets, and implementation plans for sustainability management systems. These must be complimented by a management and internal review process to assess and monitor performance against sustainability requirements, and to effectively correct issues when they arise and adjust objectives and targets when these are off track.