



# Nielsen Supplier Code of Conduct

February 2018

Nielsen is committed to the highest standards of integrity and social responsibility. We require third parties we do business with to achieve similarly high standards. This Supplier Code of Conduct (Code) sets out the general requirements applicable to any supplier who provides goods or services to Nielsen. The terms of a specific contract between Supplier and Nielsen may contain additional provisions addressing some of these same subjects. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any provision of a particular contract, the contract provisions control. This Code is not meant to supersede any law. Suppliers shall comply with all applicable laws and regulations in every jurisdiction where they operate.

In alignment with the [Code of Conduct of the Electronics Industry Citizenship Coalition](#) and the [UN Guiding Principles on Business and Human Rights](#), the provisions in this Code are derived from key international human rights standards including the *ILO Declaration on Fundamental Principles and Rights at Work* and the [UN Universal Declaration of Human Rights](#).

## A. LABOR

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect in accordance with international human rights standards. This applies to all workers, including temporary, migrant, student, contract, direct employees, and any other type of worker.

Mandatory labor standards are:

**1) Freely Chosen Employment** - Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

- As part of the hiring process, workers must be provided with a description of the terms of their employment in language in which the candidate is fluent. In the case of migrant workers, this must be provided prior to the worker departing from their country of origin.
- All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Workers shall be free to leave their workplace or dormitory when not engaged in work and shall not be subject to unreasonable restriction of their basic liberties (e.g. access to toilets, drinking water, etc.).
- Employers and agents shall not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law.
- Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

**2) Young Workers** - Child labor shall not be used in any stage of the supply chain. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Workers under the age of 18 (Young

Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Suppliers shall provide appropriate support and training to all student workers. In the absence of relevant local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

3) **Working Hours** - Workweeks shall not exceed the maximum set by local law and shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

4) **Wages and Benefits** - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Suppliers shall compensate workers for overtime in accordance with local laws. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor shall be in accordance with local law.

5) **Humane Treatment** - There shall be no harsh or inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

6) **Non-Discrimination** - Suppliers shall treat employees with dignity and respect and provide a work environment that is free from harassment and abuse. Suppliers shall not engage in hiring or employment practices that discriminate based on traits unrelated to the performance of an employee's job. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers shall not be subjected to medical tests or physical exams that could be used in a discriminatory way.

7) **Freedom of Association** - In accordance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly, as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

## B. HEALTH and SAFETY

Suppliers are expected to integrate sound health and safety practices into all aspects of business, including: occupational safety (limiting workers exposure to potential safety hazards); emergency preparedness (implementation of emergency plans and response procedures, including worker training and drills); occupational injury and illness prevention and reporting; industrial hygiene (control and limit



exposure to chemical, biological and physical agents); limiting of physically demanding work and safeguarding for heavy or dangerous machinery use; access to a clean and safe work environment (including clean toilet facilities, potable water and sanitary food preparation); and clear communication of health and safety information.

## C. ENVIRONMENTAL

Nielsen is committed to social responsibility and doing its part to protect the environment, and we encourage our suppliers to do the same. We require all Suppliers to adhere to all applicable environmental laws and regulations, including permit and reporting requirements. Suppliers shall look for cost effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

For our manufacturing Suppliers we also require: pollution prevention and resource reduction; safe handling, storage, movement, use and disposal of hazardous substances and chemicals; controlled use and reduction of wastewater; and monitoring and control of air emissions (including volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products).

## D. ETHICS AND INTEGRITY

Suppliers and their agents must uphold the highest standards of ethics including:

### 1) **Business Integrity and Honest Dealings**

The highest standards of integrity are to be upheld in all business interactions. Suppliers must respect the customs, rules, practices, and codes of conduct that apply to Nielsen's industry and practice areas in all countries where Supplier provides services to Nielsen, including those related to Nielsen's clients, colleagues, and fellow professionals.

Suppliers shall have a zero tolerance policy and prohibit any and all forms of bribery, corruption, extortion and embezzlement.

All business dealings shall be transparently performed and accurately reflected in Supplier's business books and records. Suppliers will not make any false representations or provide false information or data to Nielsen or in connection with any transaction or work involving Nielsen or its clients. This includes making false statements of fact or supplying or using false data. Suppliers must only accept work for which they are suitably skilled and experienced. Suppliers should stay informed about the practices in the profession to ensure ethical conduct and delivery of quality products and services to Nielsen and its clients

Monitoring and enforcement procedures shall be implemented to ensure Supplier's business practices comply with these requirements.

### 2) **No Bribery**

Suppliers must comply with all applicable local and international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Bribes or other means of obtaining undue or improper advantage shall not be promised, offered, authorized, given or accepted. Suppliers also shall not promise, offer, authorize, give or accept anything of value in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Facilitation payments to speed up the

performance of routine governmental function are also prohibited. Suppliers shall not engage third parties to do anything that Suppliers are prohibited from doing directly as set out above.

### **3) Disclosure of Information**

Information regarding Supplier's labor, health and safety, environmental practices, business activities, structure, financial situation and performance shall be disclosed in accordance with applicable laws and regulations and prevailing industry practices. Suppliers shall not misrepresent activities in their disclosures.

### **4) Intellectual Property**

Supplier shall implement and maintain security safeguards, including administrative, physical and technical safeguards designed to protect its information systems from unauthorized access, and shall promptly inform Nielsen if it believes its systems have been compromised in a manner that could result in harm to Nielsen.

Suppliers must use Nielsen's confidential information, data, trade information, copyrights, and trademarks only in a manner that is permitted under their contracts with Nielsen and at a minimum protect such information with a reasonable degree of care. Suppliers shall not misappropriate or infringe upon the trade information, trademarks, or copyrighted works of others. Suppliers must not misuse trade secrets or proprietary or confidential information of others or disclose such information to unauthorized third parties. Suppliers must promptly notify Nielsen of any unauthorized use of Nielsen's data, trade secrets, trademarks, logos or confidential information by Supplier or a third party.

### **5) Protection of Identity and Non-Retaliation**

Suppliers should either (i) maintain a whistleblower<sup>1</sup> hotline or similar process for its employees to report violations of this Code or any related integrity concerns involving work for Nielsen, or (ii) allow its employees to have access to the [Nielsen whistleblower hotline](#). Suppliers shall maintain programs to ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers, unless prohibited by law. In either case, Suppliers have an affirmative obligation to promptly report to Nielsen any information or allegation it receives related to a violation of this Code of Conduct. A Supplier must also promptly inform Nielsen if it becomes aware that any employee or any third party has raised any claim or complaint against Nielsen. All reports to Nielsen should be made at [Integrity@Nielsen.com](mailto:Integrity@Nielsen.com) or <https://nielsen.tnwreports.com/>

### **6) Responsible Sourcing of Minerals**

Suppliers shall have a policy to reasonably assure that the minerals in the products they manufacture do not directly or indirectly finance or benefit perpetrators of serious human rights abuses. Suppliers shall exercise due diligence in identifying the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.

### **7) Privacy and Data Protection**

Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Nielsen or obtained by the supplier on behalf of Nielsen or its clients ("Nielsen data"). Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, storage, processing, transmission, or disclosure of Nielsen

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<sup>1</sup> Whistleblower definition: Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.



data. Suppliers shall execute appropriate data transfer agreements with Nielsen in any form that Nielsen or its clients are required by applicable laws to execute with service providers or to flow down to subcontractors. Supplier shall provide a minimum of 30 days' notice to Nielsen before engaging a new subcontractor to process Nielsen data, and shall obtain Nielsen's consent before allowing any subcontractor to process Nielsen data

#### **8) Conflict of Interest**

Suppliers must avoid any situation or relationship that may involve an inappropriate conflict or the appearance of a conflict with the interests of Nielsen. Suppliers must not offer or provide excessive gifts, hospitality or entertainment to any Nielsen employee or family member of Nielsen employees. Nielsen employees and their family members shall not hold any significant economic interest in any entity that does business with Nielsen, and Suppliers must avoid such relationships that involve a conflict or the appearance of a conflict with Nielsen employees.

## **E. MANAGEMENT SYSTEM**

Suppliers shall adopt or establish a management system designed to ensure:

- 1) Compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products;
- 2) Conformance with this Code;
- 3) Identification and mitigation of operational risks related to this Code. It shall also facilitate continual improvement; and
- 4) Supplier CSR/Sustainability Assessments

For each Supplier that meets at least 1 of 3 criteria below, a Corporate Social Responsibility or Sustainability Assessment is a mandatory requirement:

- Spend of at least \$1,000,000 US annually;
- Provide critical data inputs to our core products/services of measuring what consumers watch, listen to, and buy;
- Are determined by the Global Procurement team to be exposed to particular ESG risk

Supplier will use the third party assessment tool specified by Nielsen and the cost of the assessment shall be borne by Supplier and paid directly to third party, not to exceed \$2,000 USD. For areas in the assessment that yield an evaluation of "Exposure to Risk" , the supplier commits to continuous improvement.

## **F. CHANGES TO CODE OF CONDUCT**

Nielsen reserves the right to update, alter or change the requirements of the Nielsen Supplier Code of Conduct and Suppliers shall accept such changes and act accordingly. Nothing contained in any documents issued by Suppliers shall be deemed to modify or amend any part of this Code.