



JDR RESPONSIBLE SOURCING CODE

JDR Document Number: JQ1.00.14272

Rev	Date	Reason for Issue	Issued	Checked	Approved
1.0	01/04/2025	Initial Issue	K Garner	J Gough	S Dunn

CONFIDENTIALITY STATEMENT

The information contained within this document is strictly confidential and is the property of JDR Cable Systems Ltd. JDR Cable Systems Ltd is also the owner of all other rights in this document (including, but not limited to copyright, trade secrets and design rights). No use or disclosure is to be made, neither the whole nor any part of this document may be reproduced, stored in or transmitted in any form by any means (electronic, mechanical, reprographic, recording or otherwise) without prior written permission of JDR Cable Systems Ltd. JDR Cable Systems Ltd does not give you permission to use or retain this document if you do not agree to these conditions.

© 2023 JDR Cable Systems Ltd. All rights reserved

UNITED KINGDOM | UNITED STATES

LITTLEPORT:+44 (0)1353 860022 | HARTLEPOOL:+44 (0)1429 851890 | NEWCASTLE:+44 (0)191 9177000 | HOUSTON:+1 (832) 448 3500

WWW.JDRCABLES.COM



**Providing the
Vital Connection**

Contents

Revision History	3
1 Introduction.....	4
2 Human Rights	4
3 Specific Provisions.....	5
3.1 Child Labour	5
3.2 Force Labour and Modern Slavery.....	5
3.3 Discrimination	5
3.4 Freedom of Association and Right Collective Bargaining	6
3.5 Health and Safety	6
3.6 Harassment, Abuse and Disciplinary Measures	6
3.7 Wages and Benefits.....	6
3.8 Working Hours	6
3.9 Community Relations.....	7
3.10 Conflict-affected Areas and Conflict Minerals.....	7
3.11 Respecting the Environment	7
3.12 Business Ethics	8
3.13 Standards Towards own Suppliers.....	8
3.14 Science Based Target Initiatives.....	9
4 Data and Cyber Security	9
4.1 Introduction	9
4.2 Compliance with ISO 27001.....	9
4.3 Data Protection and GDPR Compliance	9
4.4 Supplier Responsibilities	10
5 Incident Management and Reporting.....	10
6 Conclusion	10
7 Supplier Acknowledgement.....	11

Revision History

Issue	Date	Reason for Issue

1 Introduction

JDR is committed to a policy of compliance with all applicable laws including human rights, anti-corruption and trade control laws and regulations of the jurisdictions in which we operate.

We recognise the critical role our suppliers play in helping us to source responsibly and sustainably. Our Responsible Sourcing Code for suppliers (our 'Code') provides the foundation for our continuous engagement with suppliers and dialogue in good faith on their ethical, social, environmental and legal performance. It sets out our expectations regarding basic compliance with applicable law, respect for labour and human rights, environmental management and anti-corruption. This code is an integral part of our relationships and part of all contracts with suppliers.

Within JDR we fully commit ourselves to applying the principles of our Responsible Sourcing Code internally as part of how we do business.

For the purpose of this Code, 'suppliers' means both suppliers and joint-venture partners. The Code shall cover all employees of our suppliers, including permanent, temporary and agency-provided.

This code sets out the minimum standards that we expect our suppliers to comply with and the processes and systems that we expect them to implement in order to promote respect for human rights, sustainability, and decent working conditions. JDR expects its supply chain to comply with export control laws and regulations including trade sanctions. Each supplier must strive to comply at a minimum with the following standards and apply the following processes. They do not preclude adopting higher standards or more stringent processes.

If JDR identifies a reasonable risk that a supplier, or any of its affiliates or sub-suppliers engages in practices that are inconsistent with this Code, we will reassess our business relationship with such supplier.

2 Human Rights

We expect our suppliers to embed international principles in the [UN Guiding Principles on Business and Human Rights](#), the [International Bill of Human Rights](#) and the [International Labour Organisation's Declaration on Fundamental Principles and Rights at Work](#) and [OECD Guidelines for Multinational Enterprises](#) into their own operations by introducing policies, procedures, and safe and confidential grievance mechanisms appropriate to their sector and size. Employees and interested stakeholders shall have access to the grievance mechanisms.

Similar to JDR's approach, suppliers are expected to understand their greatest human rights risks, conduct appropriate due diligence, act on their findings, integrate the responses to their due diligence into their policies and internal systems, track their actions, and communicate with their stakeholders about how they are addressing impacts.

We are aware that improving ethical, social and environmental performance requires time and resources. However, if a business partner, by intention or repeated negligence, fails to live up to this Code in an explicit and severe manner, or if the business partner continually refuses to engage in due diligence activities or lacks commitment to make progress on issues identified during an assessment, JDR reserves the right to pursue a termination of the business relationship.

Our principle is that where national law and international human rights standards differ, we will follow the higher standard; where they are in conflict, we will adhere to national law, while seeking ways to respect international human rights to the greatest extent possible.

3 Specific Provisions

3.1 Child Labour

We expect our suppliers to prohibit the use of child labour and to ensure that no person is employed at an age younger:

- i) The legal minimum age for employment applicable to the business partner; or
- ii) The age of completion of compulsory education; In any event, a business partner must not employ a person under the age of 15 in any circumstances and must implement robust age verification checks at all times to ensure this policy is upheld.

If a child is found working, the business partner must act in the best interest of the child, and any measures taken should aim at improving the child's well-being.

Any young workers under 18 years of age must not be employed to work at night, or in conditions which compromise their health, their safety or their moral integrity, and/or which harm their physical, mental, spiritual, moral or social development. Plus, all work of persons under the age of 18 must be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.

3.2 Force Labour and Modern Slavery

We expect our suppliers to provide all employees with written employment contracts outlining the conditions of employment in a language understood by the employee. All work must be conducted on a voluntary basis, and not under threat of any penalty or sanctions.

We expect our suppliers to conduct due diligence aimed at eliminating direct and/or indirect involvement in human trafficking and prohibiting all forms of forced, bonded or indentured labour, involuntary prison labour. This applies to all workers, whether hired directly, by a contractor or recruited through a labour broker

In Particular to ensure that

- Workers are not required to make deposits/financial guarantees/payments to employers, labour providers or agencies to obtain work (further detail outlined in the [employers pays principle](#)), and must not retain original copies of identity documents (such as passports, identity cards, etc.)
- Workers have the right to terminate their employment after reasonable notice and to receive all owed salary.

We would expect our suppliers to fully comply with any applicable modern slavery legislation, such as the UK Modern Slavery Act 2015, including the publication of an annual statement of action.

3.3 Discrimination

We expect our suppliers to treat employees fairly and provide a workplace which supports diversity and is free from discrimination in hiring, compensation, access to training, promotion, termination, retirement, working conditions, job assignments, benefits and discipline based on personal

characteristics. This includes ethnic background, race, religion, age, gender, disability, sexual orientation, outlook or social status.

3.4 Freedom of Association and Right Collective Bargaining

Our suppliers shall respect employees' and other workers' rights to join or refrain from joining any lawful workers' association or collective bargaining association of their choice, or, when restricted, alternative forms of independent and free workers representation. Suppliers shall not discriminate against worker representatives and employees who choose to affiliate or not affiliate. We expect our suppliers to support worker representatives' access to the workplace in order to carry out their representative functions, in accordance with national law and international labour standards and engage in bargaining with employee representatives in good faith

3.5 Health and Safety

We expect our suppliers to provide safe and healthy working conditions for all workers on site and take appropriate precautionary measures to protect employees from work related hazards and anticipated dangers in the workplace. Suppliers shall abide with all applicable local laws and regulations to prevent accidents and injury to health arising out of, linked with, or occurring in the course of, work or as a result of the operation of employer facilities.

We expect suppliers to continuously improve working conditions and reduce workplace related risks and hazards by for example, introducing a written safety programme, ensuring management responsibility for health and safety matters, setting targets, and conducting appropriate training. Appropriate and effective personal protective equipment must be provided as needed. All workers should have access to clean toilet facilities which respect worker dignity, to safe and clean drinking water, to adequate medical assistance and, if applicable, sanitary facilities for food preparation and storage.

3.6 Harassment, Abuse and Disciplinary Measures

Employees shall be treated with dignity and respect. We expect our suppliers to prohibit the use of corporal punishment and physical, sexual, psychological, verbal or any other form of harassment, abuse or coercion. Suppliers may perform disciplinary actions that have been duly communicated to all employees in clear and understandable terms and any disciplinary action shall be recorded and acknowledged by the affected employee in writing. Suppliers shall prohibit the use of monetary fines. Workers must have the right to trade union or other appropriate representation at disciplinary action which may lead to significant disciplinary penalties or dismissal.

3.7 Wages and Benefits

We expect our suppliers will pay workers regularly and on time, a fair wage and benefits for all hours worked and have a transparent process to ensure that workers fully understand the wages that they receive. This will include paying all legally required benefits and paid leave which respectively meet or exceed the national legal minimum wage, and all applicable laws and regulations. (If industry benchmark standards and/or collective agreements are in place, provided they are higher than the minimum wage, these must be followed).

No deduction should be taken from wages as a disciplinary measure. Equally there should be no unauthorised deductions. Workers must be fully informed of any deductions made to their pay. All deductions must be recorded.

3.8 Working Hours

We expect our suppliers will ensure that working hours comply with national laws or benchmark industry standards or relevant international standards, whichever affords greater protection to ensure the health,

safety and welfare of workers. Working hours, excluding overtime, must not exceed 48 hours per week. The total hours worked (including overtime) in any week must not regularly exceed 60 hours in a single week.

Working hours may exceed 60 hours in a single week only in exceptional circumstances where any of the following are met: this is allowed by national law; this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and the employer can demonstrate that exceptional circumstances apply such as seasonal work, accidents or emergencies.

All overtime must be voluntary and must not be requested on a regular basis.

Suppliers must ensure that all workers receive on average two days off in fourteen, as well as annual holidays.

3.9 Community Relations

JDR suppliers shall engage and consult with potentially affected local communities, including indigenous peoples, and avoid causing or contributing to negative impacts on their human rights. This may include impacts on culture, the environment, natural resources, land, infrastructure or other factors that are important to the fulfilment of human rights for local communities, including their health and livelihoods. Where applicable this may include evidence of a due diligence process within communities to understand where established rights to property and land lie. We also expect suppliers to ensure their operations do not negatively affect access to safe water for the community.

3.10 Conflict-affected Areas and Conflict Minerals

JDR expects its supplier or potential suppliers of conflict minerals or other materials, and their sub-suppliers to only source materials from environmentally and socially responsible sources.

If our suppliers operate in or source from conflict-affected areas, we expect them to conduct due diligence aimed at ensuring they are not linked to providing funding or support to armed actors. In addition, we expect our suppliers to ensure that their products do not contain conflict minerals sourced from mines that support or fund conflict in conflict-affected areas.

Suppliers of conflict materials must submit written evidence of due diligence documentation to JDR which may include completing the standardised Responsible Materials Initiative Conflict Materials Reporting Template (CMRT) or other certifications.

3.11 Respecting the Environment

- Working in the offshore environment, JDR understands the need for awareness of the impact a business can have on the environment. At the very least, we expect our suppliers to carry out operations with care for the environment, comply with all relevant local and national environmental regulations and maintain all applicable licenses, registrations or permits. JDR is committed to minimising our Environmental Impact and want to work with Suppliers who strive to minimise their adverse impacts on the environment, human health and livelihoods of their products or services throughout their life cycle by: taking a precautionary approach to climate change related to their activities, products and services
- having a precautionary approach to the use of resources and materials (incl. hazardous materials) and finding an environmentally friendly substitution whenever possible,
- disclosing usage of hazardous materials to facilitate safe management of their product during use, recycling and disposal,
- protecting biodiversity and promoting the sustainable and efficient use of land, natural resources and energy,

- establishing control mechanisms for the prevention of pollution from hazardous substances, waste and effluents and air emissions,
- providing access to emergency response, including environmental, fire, and conditions of abnormal emission and dispersion, exceeding air quality criteria,
- providing access to immediate measures to protect human health and the environment, and
- respecting polluter pays principle

JDR is committed to embedding sustainability across our operations and supply chain, while aligning with globally recognised standards and initiatives. To support this commitment, we expect our suppliers to actively contribute to achieving sustainability objectives and to adopt sustainable practices in their own operations. These include, but are not limited to:

- implementing sustainable procurement practices aligned to ISO 20400
- transparently report greenhouse gas emissions across Scope 1, Scope 2 and Scope 3 in accordance with ISO 14064 and ISO 14067 standards
- as part of JDR's commitment to the Science-Based Targets initiative (SBTi), we require all our Category A suppliers to register and publicly commit to submitting science-based emissions reduction targets by the end of 2025
- collaborative partnerships and supporting JDR's efforts to reduce the environmental impact of our supply chain
- sharing data, implementing sustainable solutions, and aligning with JDR's net-zero and climate resilience goals

By adhering to these requirements, suppliers play a critical role in helping JDR achieve its vision of a sustainable and responsible supply chain.

3.12 Business Ethics

JDR promotes integrity and ethics in all aspects of its activities and maintains a zero-tolerance policy on corruption. We expect that our partners do not engage in any form of corrupt practices, including extortion, fraud, bribery, facilitation payment, or money laundry whether direct or indirect.

We expect our suppliers to maintain adequate procedures for preventing any of its employees, suppliers, agents or other suppliers from undertaking any conduct that in any way would give rise to an offense under applicable anti-corruption laws, rules and regulations. Suppliers shall comply with all applicable laws and regulations relating to trade sanctions. They must not purchase goods or services from, or otherwise engage in trade with, any individuals, entities, organisations or countries that are covered by applicable trade sanctions.

We expect our suppliers to ensure that business is conducted in a manner that does not violate UN, EU, UK or US trade sanctions and to inform JDR should they, or a part of their supply chain, ever become subject to international sanctions.

3.13 Standards Towards own Suppliers

As a business partner to JDR it is your responsibility to promote the implementation of these principles set forth in this code with your supply chain.

3.14 Science Based Target Initiatives

JDR shall expect its supplier and all sub suppliers to be working collaboratively to set ambitious emission reduction targets to mitigate greenhouse gas emissions (GHG) emissions in conjunction with the latest climate science.

4 Data and Cyber Security

4.1 Introduction

At JDR, we are committed to upholding the highest standards of cybersecurity and data protection in accordance with ISO 27001 and the General Data Protection Regulation (GDPR). This Code outlines our expectations for suppliers to ensure the integrity, confidentiality, and availability of information assets and personal data.

4.2 Compliance with ISO 27001

ISO 27001 is an internationally recognized standard for information security management systems (ISMS). As a supplier to JDR, you are expected to adhere to the following principles:

- Implement appropriate security controls to protect information assets.
- Regularly assess and mitigate information security risks.
- Ensure secure access controls, including strong authentication measures.
- Maintain clear policies on incident response and data breach reporting.
- Conduct periodic security audits and participate in JDR's security assessments when required.

4.3 Data Protection and GDPR Compliance

JDR is committed to safeguarding personal data and requires all suppliers to comply with GDPR principles, including:

- Lawfulness, Fairness, and Transparency: Process data lawfully, ensuring transparency in how it is collected and used.
- Purpose Limitation: Only use personal data for specified, explicit, and legitimate purposes.

- **Data Minimization:** Ensure data collected is adequate, relevant, and limited to what is necessary.
- **Accuracy:** Keep personal data accurate and up to date.
- **Storage Limitation:** Retain personal data only for as long as necessary.
- **Integrity and Confidentiality:** Implement security measures to protect against unauthorized access, loss, or destruction of data.
- **Accountability:** Maintain documentation of processing activities and be prepared to demonstrate compliance.

4.4 Supplier Responsibilities

As a JDR supplier, you must:

- Ensure all personnel handling JDR's data are trained on cybersecurity and data protection best practices.
- Report any suspected security incidents or data breaches to JDR immediately.
- Cooperate with JDR's cybersecurity audits and compliance checks.
- Use secure communication channels and encryption where necessary.
- Implement robust access controls, ensuring only authorized individuals access sensitive data.

5 Incident Management and Reporting

If a data breach or security incident occurs, suppliers must:

- Notify JDR within 24 hours of detection.
- Provide a detailed report outlining the nature of the incident, impact assessment, and corrective actions taken.
- Cooperate fully with JDR in investigating and mitigating the incident.

6 Conclusion

JDR values its partnerships with suppliers and expects a shared commitment to cybersecurity and data protection. By adhering to these guidelines, you help protect our business, customers, and stakeholders from potential security threats. If you have any questions or require further information, please contact our Information Security Team at [contact email/phone].

Thank you for your cooperation and commitment to maintaining a secure and compliant business environment.

7 Supplier Acknowledgement

I, the undersigned, hereby acknowledge receipt of JDR Responsible Sourcing Code, these are more detailed and replace the previous version of JDR Supplier Declaration.

By signing, we understand our legal obligation to comply with the Responsible Sourcing Code as part of our contract with JDR. If to any extent we are not able, to provide supporting documentation with respect to fulfilment of the requirements; we confirm our willingness to start a process of documenting your promotion, adherence, and performance to each principle.

On behalf of: _____

Name: _____

Position: _____

Signature: _____

Date: _____