



Pearson
Responsible Procurement
Policy

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1. Scope of Policy

- 1.1 This policy document applies to *any* Supplier delivering goods and/or services anywhere in the world to *any* Pearson Affiliate, i.e. Pearson's ultimate parent company and the latter's majority-owned and minority-interest subsidiaries (and respective business divisions/assets) listed on its publicly available most recent annual report and accounts ("Affiliate"). The term "Supplier" shall be deemed to include all officers, employees, contractors, subcontractors and agents of any third-party entity engaged directly or indirectly in the provision of goods and/or services to Pearson and its Affiliates.
- 1.2 This policy ("Policy") sets out the minimum standards expected of Pearson Suppliers in relation to social, environmental and ethical issues.
- 1.3 Suppliers shall comply with all relevant laws, regulations and standards in all of the countries in which they operate as well as all Pearson specific policies and standards including [Pearson Environmental Policy](#), [Pearson Raising Concerns and Anti-Retaliation Policy](#), [Pearson Anti-Bribery & Corruption Policy](#) and [Pearson Business Partners Code of Conduct](#).
- 1.4 This Policy should be read in conjunction with the definitions set out in the Appendix.

2. Monitoring, Corrective Action and Reporting

- 2.1 Suppliers shall monitor compliance with this Policy and address any areas of non-conformance.
- 2.2 Suppliers shall immediately report any breaches, or anticipated breaches, of this Policy and together with Pearson agree a schedule for corrective action. This should be done by emailing supplier@pearson.com; or, can be submitted by any individual at the supplier's organisation anonymously (where local laws permit) through [Pearson Ethics and Compliance Portal](#).
- 2.3 Suppliers shall ensure that all employees, contractors, and those in their supply chains who support Pearson have access to the Pearson Ethics and Compliance Portal in order to report any breaches of this policy and feel free to raise concerns that will be evaluated fairly and transparently.
- 2.4 A breach of this Policy may be considered a breach of contract with Pearson, and Pearson accordingly reserves its legal rights and remedies in respect of any such breach.
- 2.5 Suppliers shall provide Pearson with reasonable access to all relevant information for the purposes of assessing performance against this Policy and/or any suspected or reported breach of the policy. Audits may be conducted by an independent third party on behalf of Pearson. Audits may also be conducted jointly between Pearson and Supplier, and include the assistance of an industry representative, or relevant Non-Governmental Organisation.
- 2.6 Suppliers may be asked to complete a Risk and Compliance ratings assessment via our third-party partner, EcoVadis. Supplier participation upon receipt of this request is considered mandatory unless the Supplier can provide sufficient evidence of an equivalent assessment.
- 2.7 Any corrective actions requested by Pearson as a result of the EcoVadis assessment must be completed by the requested due date or acknowledged by the Supplier with a roadmap estimate.

3. Modern Slavery and Labour Standards

- 3.1 Pearson shall not do business with any Supplier which contravenes Modern Slavery and Labour Standards.

- 3.2 Suppliers shall treat existing and prospective workers fairly, based only on merit, and without discrimination or bias based on any personal or social characteristics.
- 3.3 Suppliers shall not tolerate discriminatory behaviour on the basis of any personal or social characteristics.
- 3.4 Pearson Suppliers shall:
- protect their own business, and their supply chain, from any instance of Modern Slavery;
 - provide fair wages to their employees within the country of operation;
 - uphold reasonable working hours within the country of operation;
 - ensure humane treatment of all employees, contractors and sub-contractors;
 - provide a safe and healthy work environment;
 - permit rights to freedom of association and collective bargaining;
 - take active steps to eliminate discrimination;
 - ensure access to the [Pearson Ethics and Compliance Portal](#) (see section 2.2).

4. Child Labour

- 4.1 Suppliers shall strictly prohibit child labour. No person shall be employed who is below the minimum legal age for employment. The minimum age for employment shall be deemed the age for completing compulsory education in the relevant country.
- 4.2 Children (persons under the age of 18) shall not be employed for any hazardous or night work, or work that is inconsistent with the child's personal development.

5. Forced Labour

- 5.1 Suppliers shall not use any form of forced, bonded, compulsory labour, slavery or human trafficking.
- 5.2 Supplier's employees must be entitled to leave work or terminate their employment with reasonable notice. Employees shall be free to leave work after such a reasonable notice period expires. All employment shall be voluntary. Supplier shall provide each of its employees with an employment contract which contains such a reasonable notice period.
- 5.3 Suppliers shall not require employees to lodge deposits of money or withhold payment or place debt upon employees or require employees to surrender any government-issued identification, passports, or work permits as a condition of employment.

6. Working Hours

- 6.1 Suppliers shall ensure working hours of employees do not exceed the maximum set by local law.
- 6.2 Suppliers shall ensure that working hours and days, as well as rest or off hours and days, fully comply with local laws.
- 6.3 Suppliers shall grant their permanent employees the right to paid vacation in full compliance with local laws.

7. Anti-bribery, Corruption and Individual Conduct

7.1 Suppliers shall comply at all times with Pearson's Anti Bribery & Corruption Policy – mutatis mutandis.

8. Fraud and money laundering

8.1 Suppliers shall:

- act in accordance with all applicable international standards and laws on fraud and money laundering;
- not do or omit to do anything likely to cause any party to be in breach of any of such international standards and laws;
- maintain an effective anti-fraud and (where appropriate) an anti-money laundering compliance programme, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

9. Health & Safety

9.1 Suppliers shall provide a healthy and safe working environment for those who may be affected by Supplier's activities, in accordance with international standards and national laws.

9.2 Suppliers shall put in place mechanisms to ensure health and safety obligations are communicated and applied to all parties under their direct and indirect control.

9.3 Suppliers shall ensure they meet general principles of health and safety risk prevention. General principles include identifying, minimising and preventing hazards, using competent and trained people, providing and maintaining safe equipment and tools, including personal protective equipment as required.

9.4 Suppliers shall implement mechanisms to ensure all their employees are competent to carry out the health and safety aspects of their responsibilities and duties. This shall include the nomination and training of persons at an appropriate level (and in particular executives), who are responsible for discharging Supplier's health and safety obligations.

9.5 Suppliers shall ensure facilities and amenities, including employee accommodation where provided by Suppliers, shall be hygienic, safe and meet the basic needs of employees.

9.6 Suppliers shall implement systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations. Suppliers shall have clearly documented means and procedures in place for recording, investigating and implementing learning points from accidents and emergency situations.

10. Safeguarding

10.1 Suppliers shall:

- ensure Pearson learners are not at risk of abuse in any schools or colleges while receiving a Supplier service online or in-person;
- ensure all learners are free from sexual harassment when receiving a Supplier service online or in-person at any time.

10.2 Where any Supplier's personnel come into contact with Pearson learners, either online in any capacity or in person at any time, Suppliers shall evidence the effective safeguarding review of those individuals to a standard agreed with Pearson and in keeping with local law and industry regulation.

11. Carbon

11.1 Pearson may request carbon emissions and/or reporting data from suppliers during the RFI/RFP/sourcing process.

11.2 Pearson may carry out periodic Carbon Maturity assessments, taking into consideration the Supplier's publicly available information on Climate Commitments and the methodology used to measure and report carbon emissions data and assign either low, medium or high maturity standards given the findings. Supplier shall be given the opportunity to validate the information gathered by Pearson and endeavour to comply with Pearson's Carbon Maturity assessments and respective improvement suggestions.

11.3 Supplier shall submit to Pearson the following documentation free of any charges and in a readable and available format, to allow Pearson to accurately assess and report on Scope 3 Standard greenhouse gas emissions:

- Detailed reporting of all Products and/or Services supplied to Pearson in connection with the Agreement, broken down per unit/category if applicable (where this includes transportation services, this information should include distance travelled and mode of transport). _
- Provide specific emission factor for each Product and/or Service supplied to Pearson:
- The emission factor should be provided in units of CO₂e per unit of Product or Service (e.g., kgCO₂e/kg product). The calculation methodology should also be provided and should follow the WRI/WBCSD Greenhouse Gas Protocol, 2015 revised edition or, if using an LCA calculation, it should follow the ISO 14040 standards. The calculation should be verified/certified by an independent third party
- Where emission factors specific to the Products and/or Services are not available, Supplier must provide the relevant GHG inventory using the WRI/WBCSD Greenhouse Gas Protocol, 2015 revised edition as well as Pearson's share of Suppliers revenue. The data should be verified/certified by an independent third party.

12. Water

12.1 Suppliers must be able to:

- measure (in line with good industry standards) their water use related to both the services the Supplier provides to Pearson, and in their wider operations, and provide the same on

request;

- demonstrate all wastewater from their operations is treated in line with regulatory standards before being discharged into a water course of any type;
- demonstrate legal compliance with local laws, including the treatment of wastewater.

13. Prohibited Substances

- 13.1 Suppliers shall respect all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances. Hazardous chemicals and other materials included in products, especially those included in the substances of Very High Concern list of the REACH regulation, must be identified and managed by Supplier to ensure their safe use, recycling or re-use and disposal. The use of such chemicals and materials by Supplier must be avoided (and if not possible to avoid, minimised). Where required, Suppliers must deliver electrical or electronic equipment in line with all relevant European Union regulations such as but not limited to RoHS and REACH.
- 13.2 Suppliers shall identify, minimise, monitor, control and treat all hazardous air pollutants and all emissions should be avoided in accordance with international standards and applicable laws.

14. Forest-Derived Products and Ethical Supply Chains

- 14.1 As a significant user of forest-derived³ products, Pearson has a responsibility to ensure any forest-derived products we use come from sustainable forests.
- 14.2 All Suppliers of material products, not limited to paper production and printers, must comply with environmental laws and regulations applicable in their countries of operation, including but not limited to the [EU Regulation 2023/1115](#) on deforestation-free products.
- 14.3 All Suppliers providing print services or paper products to Pearson are required to sign the [Book Chain Project Supplier Code of Conduct](#).
- 14.4 All Suppliers should complete the Book Chain Project Supplier Environmental Questionnaire at least every 24 months and should upload valid audit reports and corrective action plans on a regular basis (between 12 and 24 months).
- 14.5 Where Suppliers are providing forest-derived products to Pearson, Suppliers must confirm and be able to evidence upon request or audit:
- the Supplier has an environmental management system to the extent applicable with the Supplier's business, which is active, in place and accredited to the standard of ISO14001;
 - the Forest Stewardship Council (FSC), Programme for the Endorsement of Forest Certification Schemes (PEFC), Sustainable Forestry Initiative (SFI), or Canadian Standards Association (CSA) certification status of all the Supplier's forest-derived products;
 - supply samples for fibre testing by either Pearson or the Book Chain Project;

and where sustainably sourced products are contractually required, our standard includes that all products:

- are sourced responsibly from sustainable forests;
- are legally harvested;
- include no High Conservation Value Forests materials, as well as only deforestation- & conversion-free materials;
- do not promote the conversion of High Conservation Value Natural Forests or peatlands into plantations;
- do not breach local community and indigenous rights;
- are not harvested, transported or processed in a way which breaches other human rights;
- are manufactured with vegetable- or water-based inks.

15. Supplier Support

If Suppliers have any queries in relation to any of the above, the Supplier should contact Pearson on supplier@pearson.com.

16. Responsibility and leadership within Pearson

Pearson Global Procurement, supported by subject-matter experts in Sustainability, Supply Chain and Human Resources, has responsibility for this Policy and its implementation.

Appendix: Definitions

A1. Modern Slavery and Labour Standards

A1.1 Pearson is committed to respecting and protecting workers across our global supply chain as outlined in our [human rights statement](#) and [modern slavery statement](#). For the purpose of this policy we are focusing on labour standards and modern slavery. Wider human rights issues such as data privacy are covered in our wider [Code of Conduct](#). We have a duty to go beyond compliance to ensure fair labour standards are met and upheld. We believe Modern Slavery has no place in our business and Pearson will take steps to ensure it does not occur in our supply chain.

Partner [Code of Conduct](#). We have a duty to go beyond compliance to ensure fair labour standards are met and upheld. We believe Modern Slavery has no place in our business and Pearson will take steps to ensure it does not occur in our supply chain.

A1.2 *"Modern slavery"*: as defined by the 1926 Slavery Convention, includes all forms of labour where the choice to work or not has been removed, or where children rights and freedoms have been affected, this can include but is not limited to:

- forced labour - using physical or mental threats, including threats to loved ones;
- debt bondage - where workers cannot pay off debts incurred to gain work, such as excessive agency or accommodation fees;
- removal of freedom to leave – with holding identity documents or moving workers to a place they cannot afford to leave;
- restriction of movement - such as controlling accommodation, bank accounts and transport;
- servitude – the use of coercion to force another person to live in another person property;
- withholding of wages;
- human trafficking – the recruitment or movement for the purposes of exploitation;
- child labour – the use of under-aged labour, especially where children lose access to education and play, or the work is heavy, illegal or dangerous.

A1.3 *"Labour Standards"* where we expect Suppliers to uphold the following labour standards: -

- fair wages;
- reasonable working hours;
- humane treatment;
- non-discrimination;
- safe and healthy work environment;
- rights to freedom of association and collective bargaining.

A2. Safeguarding

A2.1 Ensuring learners are not at risk of abuse or harassment within our schools/centres/colleges or while receiving a service online. Recognising and taking appropriate action, when a child, young

person or vulnerable adult might have been abused, in the community or family.

A2.2 Safeguarding covers a wide range of issues including, abuse, bullying, self-harm etc. However, safeguarding online can be placed into three (3) main categories:

Content:

- material which can be damaging to children, young people or vulnerable adults; sites may show sexual, violent, or hate material;
- sites may promote harmful behaviour.

Contact:

- this is where adults or peers contact children with a view to abusing them;
- this is where children, young people, and vulnerable adults are contacted for exploitation and radicalisation.

Conduct:

- this relates to children, young people and vulnerable adults' behaviour online;
- this may include bullying and sexting;
- this may take place inside and outside of the tutoring session.

A3. Ethical Supply Chains definitions

A3.1 Definition of "forest-derived" or "paper-based" products: Pearson define forest derived products as those which come directly or indirectly from felled trees, including, but not limited to, paper, cardboard, timber, furniture and stationery.

A3.2 Definition for "High Conservation Value Forest" – see FSC.org [High Conservation Values | Forest Stewardship Council \(fsc.org\)](https://www.fsc.org/High-Conservation-Value-Forests)

End of Policy.