



# Environmental, Social, and Governance (ESG)

## Supplier Code of Conduct Policy

Shared Services Sector

Procurement Department

Version: 2.0

The version date is the approval date from the authorized signatory.



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## Policy Information

Policy Name	Environmental, Social, and Governance (ESG) Supplier Code of Conduct Policy
Policy Reference Number	SS-PR-PL-001
Policy Owner	Procurement Department
Related Departments	<input checked="" type="checkbox"/> N/A
Reviewing Departments	<ul style="list-style-type: none"> <li>• General Counsel</li> <li>• GRC Sector</li> <li>• Strategy, PMO &amp; Excellence Sector</li> </ul>
Distribution Scope	<input checked="" type="checkbox"/> All RCU Departments
Revision Date:	The policy will be reviewed three years from approval or whenever it is necessary.
Archiving	<ul style="list-style-type: none"> <li>• Copy of the policy: to be archived by Organizational Excellence Department.</li> <li>• Copy of the policy: to be archived by Correspondence, Documentation &amp; Archiving Center (CDAC).</li> </ul>

## Template Code

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## First: Introduction:

### 1.1 Background

The "Environmental, Social, and Governance (ESG) Supplier Code of Conduct Policy" defines the controls, rules and standards necessary to establish a code for all the current and potential suppliers that are seeking to provide goods and/or services to the Royal Commission For AIUla (RCU). The general framework of this policy can be summed up in the following key points:

1. Supplier Code of Conduct Acknowledgement.
2. General Standards.
3. Environmental Standards.
4. Social Standards.
5. Governance Standards.
6. Monitoring and Compliance.

### 1.2 Purpose

This policy aims to define the main controls, rules and standards necessary for the implementation of the ESG Supplier Code of Conduct in a manner that will:

1. Safeguard the environment and embrace the highest sustainability practices.
2. Observe the highest ethical standards in all its procurement activities.
3. Help foster a culture of honesty, transparency and accountability.

### 1.3 Scope

This policy applies to the suppliers of RCU.



## Second: Definitions:

The following terms and phrases shall have the following meanings ascribed thereto unless the context otherwise requires:

**RCU:** The Royal Commission for AIUla.

**Policy:** Environmental, Social, and Governance (ESG) Supplier Code of Conduct Policy.

**RCU Regulation:** The Regulation of the RCU issued by Royal Order No. (A/38) dated 29/1/1442 AH.

**COI:** Conflict of Interest.

**Corporate Social Responsibility (CSR):** Self-regulating business model that promote social and environmental responsibility in the workplace.

**Environmental Standards:** Set of standards that suppliers should follow to promote environment protection in compliance with applicable laws, RCU regulation, established governmental and industrial environment protection policies, and initiatives in the Kingdom of Saudi Arabia.

**ESG:** Environmental, Social, and Governance Standards.

**Geographical Boundaries:** AIUla governorate, the heritage and cultural sites in Khyber Governorate, Al-Moatham Castle, Taimaa, and any other areas outside of its boundaries that are added to the jurisdiction of the RCU at a later stage.

**Governance Standards:** Combination of rules, processes, or laws by which businesses are operated, regulated, or controlled.

**Mitigation Hierarchy:** An approach to mitigation planning that follows the sequence of actions to anticipate and avoid impact, where avoidance is not possible, minimize, when impacts occur, rehabilitate or restore; and where significant residual impacts remain, offset in order to reduce impacts and control any negative effects on the environment.

**Middle East Green Initiative and the Saudi Green Initiative:** The initiative will support improving the quality of life and protecting future generations by increasing reliance on clean energy, protecting the environment, and neutralizing the effects resulting from oil usages.

**Social Standards:** Set of standards that suppliers should follow in relation to human rights, workplace health and safety, and any standards related to labor in the supply chain.

**Supplier:** The RCU suppliers, which include vendors, consultants, operators, contractors and sub-contractors, individuals and freelancers who are registered with the RCU and seeking to provide goods and/or services to the RCU, or who are currently parties to agreements for such purposes with the RCU or one of its contract.

**Supplier Facilities:** The facilities owned or leased by the suppliers and from which the supplier will provide any services as specifically identified in a contract or agreement.

**Potential Conflict of Interest:** Represents situations or relationships that would arise a COI in the future.



**Apparent Conflict of Interest:** Represents situations or relationships that could reasonably appear to other parties to involve a COI.

**Actual Conflict of Interest:** Where it is confirmed that there is a private interest that affect the ability of performing and/or carrying out the works objectivity, integrity and impartiality. It is not limited to the time the issue is being considered.

### Third: Related Policies:

- Whistleblowing Policy.
- Comprehensive Access Control Policy.
- Security Safety and Fire Policy for Projects and Operations.

### Fourth: Responsibility:

1. The Procurement Department is the policy owner responsible for developing, updating and implementing this policy, given that this policy once approved, shall supersede any previous provisions that conflict with it under the scope of this policy.
2. The Organizational Excellence Department is the responsible department for reviewing any policy that shall be developed or updated, requesting the related and reviewing departments' feedback regarding it, and submitting it to the authorized signatory for approval.



## Fifth: Policy Details:

### 5.1 Supplier Code of Conduct Acknowledgement

1. The Procurement Department shall ensure that each supplier must confirm acknowledgment and acceptance of this policy, upon entering into any contractual agreement with RCU, affirming that the supplier:
  - A. Has received a copy of this policy;
  - B. Has read and understood this policy; and
  - C. Has agreed to comply with this policy.
2. This Policy must be acknowledged by, all suppliers at the time of registration in SAP Ariba or, if previously and currently registered, at the time of submitting a request for registration renewal, or submitting bids and proposals in response to RCU's invitations and solicitations to bid.
3. The acknowledgement to this Policy must be accepted by an authorized representative of the supplier or individuals acting as an attorney on behalf of the supplier via an appropriate power of attorney that is consistent with the legal requirements of the Kingdom of Saudi Arabia.

### 5.2 General Standards

1. RCU is committed to the applicable laws, regulations, and standards in the conduct of its business. RCU expects and requires that any supplier providing goods and/or services to RCU, acknowledges and agrees to abide by the standards set forth in this policy.
2. Suppliers shall have the responsibilities to uphold RCU's objectives and goals of sustainability as set out in this policy, which will enable RCU to continue geographical boundaries holistic development towards its vision and charter whilst upholding RCU's organizational reputation with utmost levels of integrity and ethics.



3. The suppliers shall assure that its facilities are designed and safely operated and/or that its business is conducted in compliance with the RCU Regulation, established governmental and industrial environment protection laws, regulations, policies, initiatives in the Kingdom of Saudi Arabia, and other RCU adopted practices, such as but not limited to Environmental and Social Impact Assessment (ESIA) and protecting the unique heritage and archaeology in RCU geographical boundaries.
4. This policy shall become part of the supplier's contractual obligations to RCU.
5. Suppliers must comply with all applicable laws and the RCU internal policies that applies directly on them.
6. Suppliers that fail to comply with this policy will result in non-consideration for (future) business or in termination of an existing relationship in accordance with contract/agreement provisions.

### 5.3 Environmental Standards

1. Suppliers are particularly expected to support, embrace, and enact environmental standards in accordance with the Middle East Green Initiative and the Saudi Green Initiative to raise vegetation cover, reduce carbon emissions, combat pollution and land degradation, and preserve marine and wildlife.
2. Suppliers shall demonstrate a clear understanding of the environmental and climate change risks, impacts, and responsibilities associated with the goods and services they provide.
3. Suppliers should have in place an effective environmental policy, statement, and/ or principles underpinned by a robust processes to mitigate these risks, the implementation of which should be evident throughout all levels of the suppliers' entity.
4. Suppliers should have processes in place to ensure their operations conform to all applicable environmental legislation, RCU policies and processes.





5. RCU adopts the policy of zero tolerance to any environmental negligence. Suppliers are expected to minimize environmental impact, to drive continual improvement of environmental compliance, and to establish relevant security controls management and oversight policies, plans, and procedures. Suppliers must maintain documentation to be able to respond to requests for information including but not limited to resource consumption, emissions, compliance, environmental risks and liabilities, and other environmental sustainability matrices.
6. Suppliers shall ensure that water resources (groundwater or desalination pipeline) are used sparingly, employing technology to ensure lowest consumption possible.
7. Compliance measures, to be followed by suppliers, includes but not limited to the following:
  - A. Obtaining and maintaining any necessary environmental permits.
  - B. Using resources efficiently that are supported through practice and application of energy-efficient and environment-friendly technologies in line with circular economy principles, where applicable.
  - C. Reduction of waste and emissions to air, water, and soil.
  - D. Mitigating the negative impact on biodiversity, climate, and water resources through first prioritizing measures to anticipate and avoid impact, where avoidance is not possible, minimizing impacts, and when impacts occur rehabilitate or restore impacted areas in line with the mitigation hierarchy or possible efforts made to offset the impacts.
  - E. Managing disposal of hazardous materials and refuse by trained resources and processed at a fully licensed receiving centre' as per the applicable laws and regulations.
  - F. Monitoring, controlling, and responsibly treating discharges generated from operations.
  - G. Working to set key performance indicators to monitor compliance of applied environmental practices.
  - H. Minimizing waste and facilitate a closed loop approach to operational waste management.



## 5.4 Social Standards

1. RCU and its suppliers must conduct their businesses in accordance with highest social standards. Suppliers are expected to conform to these requirements in each of the following areas:

### A. Applicable Human Rights Laws

1. Suppliers must adhere to the human rights laws applicable in both the Kingdom of Saudi Arabia and the country in which they operate. RCU is committed to working with all suppliers and other partners as they undertake similar assessments of their own business and develop their own approach to respect human rights.

### B. Health, Safety, and Security Practice

1. A safe and healthy work environment, as well as community health and safety, is critical to an effective relationship between RCU and its suppliers. Suppliers must comply with all applicable laws and the RCU internal policies regarding health, safety and security aspects and working conditions. This includes worker health and safety, hygiene and sanitation, fire safety, risk protection, and electrical, mechanical and structural safety.
2. RCU adopts the policy of zero tolerance to any foreseeable, neglected, untreated, or ignored potential causations of health or safety related incidents. Suppliers are expected to safeguard and comply with the relevant security controls and any supplied service relevant to any protective security requirements, whether that be policy, strategy led, physical, intellectually, or technologically related. RCU will not tolerate any event that may present a risk to its physical, cyber, or information security.
3. Compliance measures, to be followed by suppliers, includes but not limited to the following:
  - 2.1 Conducting appropriate safety training and providing adequate safety equipment to their employees.
  - 2.2 Maintaining records of safety training and monitoring safety performance.



2.3 Ensuring their employees comply with applicable health and safety rules and regulations and perform their duties and work in a manner which will not endanger themselves or others.

2.4 Promoting public health and hygiene practices to their employees.

### C. No Forced and Child Labor

1. Suppliers must ensure that they and/or their sub-contractors shall comply with all applicable laws, regulations, decrees, and any other instruments having the force in the Kingdom of Saudi Arabia or the country they operate in. This shall include all rights and standards relating to the suppliers' employee wages, working hours, overtime and conditions. Only workers who meet the applicable minimum legal age requirement as per the applicable laws in the Kingdom of Saudi Arabia or the country where they are operating may be hired by a supplier. Suppliers are prohibited from using modern slavery including forced labor, child labor, and debt bondage or involuntary labor, of any kind including prison labor. Suppliers must not engage in human trafficking and must not use physical or psychological abuse, threats of violence, or other forms of violence, or other forms of physical or mental coercion. Only workers who meet the applicable minimum legal age requirement in the country where they are working may be hired by a supplier.

### D. Diversity and Inclusion

1. RCU believes in recognizing and valuing differences to deliver superior results. Bringing together people of different race, gender, education, language, skill set, and experience enables ideas and innovation to flourish. RCU expects its suppliers to be inclusive and to ensure that the supplier's employees and other subcontractors are always treated with fairness, dignity, and respect. RCU expects its suppliers to prohibit discrimination or harassment against anyone based on their ethnic descent or national origin, race or color, gender, age, and disability.



### **E. Anti-Harassment**

1. RCU is committed to a working environment, which is free from harassment, including discrimination, victimization and bullying, and in which the dignity of the individual is paramount. As such, all suppliers are responsible for helping to ensure that any individuals do not suffer any form of harassment.
2. To best meet these expectations, suppliers are encouraged to have formal policies that prohibit harassment and discrimination.

### **F. Wages and Hours**

1. Suppliers must provide wages and working hours in accordance with applicable laws and regulations having the force in the Kingdom of Saudi Arabia and ensure compensation of a living wage according to local living conditions.

### **G. Corporate Social Responsibility**

1. Suppliers must ensure that all of their business undertakings are conducted in accordance with high standards of Corporate Social Responsibility (CSR). This entails respecting the terms and conditions of supplier's policies, and by actively participating and promoting social practices that will have a positive lasting impact on society.

### **H. Whistleblower Protection Policy and Anonymous Complaints**

1. Suppliers must create programs to ensure the protection of suppliers' employees' whistleblower confidentiality and commit to prohibit retaliation against suppliers' employees who participate in such programs in good faith or refuse an order that is in violation of this policy. Suppliers shall provide an anonymous complaint mechanism for suppliers' employees to report workplace grievances in accordance with applicable laws and regulations.



## 5.5 Governance Standards

1. Suppliers must disclose information regarding their business activities, entity structure, financial situation, and lawsuits related to the RCU or that affect the reputation and works of RCU and perform in accordance with applicable laws, regulations, and prevailing industry practices.
2. To meet social responsibilities, suppliers are expected to conduct their business in an ethical manner and to act with integrity at all times. Governance requirements include the following aspects:

### **A. Compliance with Laws, Regulations, this Policy, and any Contractual Arrangements Entered Into with the Supplier**

1. RCU expects the suppliers, executing RCU projects within the Kingdom of Saudi Arabia, to comply with the applicable laws, regulations, instructions, decrees, and any other instruments having the force in the Kingdom. Suppliers executing RCU projects and purchases outside of the Kingdom are expected to comply with the applicable laws of the country in which they are operating in. In addition, the supplier is obliged to comply with any contractual arrangements entered into between the supplier and RCU in addition to this policy.

### **B. Business Ethics**

1. RCU strictly prohibits all bribery, and all of its suppliers must follow the Anti-Bribery Law that prohibit giving anything of value to any person or entity where the purpose is to obtain an improper business advantage. Bribes may not be offered or solicited directly or through a third party.
2. Bribery may be through the mean of soliciting, accepting, or receiving a gift, payment of any sort, or the promise thereof for the benefit of the RCU employee or the others. Bribery may also occurs as a result of plea, recommendation, or intercession.



3. Bribery include gifts, payment of any sort or the promise of payment, and any benefit or privilege obtained by the bribee regardless of its type of designation whether material or otherwise, shall be considered a gift or promise of payment of any sort (e.g. anything of value including lavish entertainment or travel expenses, or political or charitable donations).
4. RCU does not tolerate bribery in any form and is committed to conducting its business with integrity. RCU will report any misconduct on such matters to the competent authorities for possible criminal prosecution.
5. RCU strictly does not tolerate, allow, or engage in any type of corruption, extortion, and embezzlement in the performance of its activities from suppliers or their sub-contractors.
6. Suppliers should have policies, codes of conduct, and procedures in place to avoid all forms of bribery, corruption, and fraud and ensure they are enforced.

### **C. Fraud, Anti-counterfeit and Transparency**

1. RCU is committed to promote honesty and integrity and operates a zero-tolerance approach to fraud. All suppliers are expected to share this commitment and lead by example in ensuring adherence to appropriate regulations, procedures, practices, and this policy.
2. RCU requires the keeping of accurate financial and other books and records related to the contract or agreement. It is important that both RCU and suppliers retain accurate business records during the course of their relationship. Contractual and legal obligations also require retention of such records for a period beyond termination of the contract or agreement. RCU does not permit, allow, or condone falsification of documents. Suppliers should immediately report to RCU management or RCU internal audit any attempt to falsify information in RCU records.
3. Suppliers have a responsibility to know the country of origin or manufacturing of all parts and materials and to ensure their authenticity. Suppliers must respond to requests for information regarding the source of any parts, materials, or imported goods.



#### D. Fair Competition Laws

1. Suppliers will conduct their business in line with fair competition and in accordance with all applicable laws including the Competition Law and its Implementing Regulations. Suppliers must not engage in collusive bidding, price discrimination, or other unfair trade practices. Suppliers must also uphold fair business standards in advertising and sales. RCU believes that the highest standards of fair business and competition are to be upheld.

#### E. Ethical Sourcing

1. Suppliers who need to source goods or services from third parties must ensure that third party adheres to applicable laws related to the health and safety, working hours, wages, employment conditions, and environmental protection in both the Kingdom of Saudi Arabia and the country in which the supplier operates the agreed on work.

#### F. Conflict of Interest

1. Suppliers must respect RCU's policy of conflicts of interest, which limits the giving and receiving of business courtesies. A Conflict of Interest (COI) occurs when there is a direct or indirect conflict, in fact, or appearance, between the interests of a Supplier and the interests of the RCU, which includes the following:
  - 1.1 Using the Supplier's position and engagement with the RCU, information or business opportunities acquired during the engagement for the Supplier's benefit.
  - 1.2 Receiving personal benefits as a result of their engagement with the RCU.
  - 1.3 RCU's employees are not permitted to solicit gifts or favors from RCU's Suppliers, with the exemption to accept token gifts worth 300 SAR or below with a disclosure to the Compliance Department.



2. Suppliers shall adhere to the following provisions:

2.1 Avoid cases and relationships that might lead to COI in a preventive manner.

2.2 Deal with the RCU with honesty, transparency and integrity, and shall not exploit their relationship with the RCU to achieve personal interests.

2.3 Adopt the highest standards of responsibility, objectivity and accountability for avoiding, identifying, disclosing and mitigating COI's as early as possible.

2.4 Commit to disclose actual, potential or apparent COI's, without hiding any aspect, and comply with the proposed or implemented mitigation strategies for COI, if any, as approved by the RCU.

3. Suppliers are responsible for making the earliest possible disclosure of actual, potential or apparent COI's at the bidding phase, and when entering into a contractual relationship with the RCU (as indicated under section 5.1), annually thereafter, whenever a conflict of interest arises, whenever uncertainty or doubt arises, and whenever requested by the RCU.

4. In case of COI's:

4.1 Suppliers shall follow and implement the mitigation measures provided by RCU with regards to such COI.

4.2 In case of COI, the relevant activity, agreement/contract or transaction that is under consideration shall be held from any decision-making or implementation until an official resolution regarding the COI is issued by the authorized person within the RCU.

4.3 Suppliers shall implement the mitigating measures of COI approved by the RCU.

5. Suppliers shall cooperate in professional and timely manners with RCU in assessing any COI.

6. Any undeclared COI shall be considered as a non-compliance with this policy.

Undeclared COI refers, but not limited to:





6.1 Failing to disclose an interest.

6.2 Willfully providing incorrect or misleading details when disclosing an interest based on the conducted investigation and evidences collected.

6.3 Aiding, advising or abetting in non-complying with the terms of this Policy.

7. Supplier shall cooperate with RCU in investigating any case of conflict of interest.

#### G. Gifts

1. Suppliers must respect RCU's policy of conflicts of interest, which limits the giving and receiving of business courtesies. RCU's employees are forbidden from soliciting gifts or favors. RCU's employees are only able to accept token gifts worth 300 SAR or below which is considered nominal value that can be accepted and disclosed to the Compliance Department, and it is not permitted in any way to accept gifts that exceed 300 SAR.

2. Gifts include, but are not limited to, physical offerings, rewards, entertainment and hospitality, gratuity, favor, service, discount, loan, forbearance, money or money equivalent, sponsorships, and commissions or any other benefit or gratification, but exclude:

2.1 Corporate offers or discounts that are available equally to the public.

2.2 Gifts that are offered equally to all members of the public, such as takeaways offered to all attendees of a conference.

2.3 Customary Lucite tombstones that commemorate a certain event or partnership with the RCU.

3. Suppliers shall refrain from offering any Gift of whatsoever nature to any RCU employee, either directly or indirectly.

4. Suppliers may not make donations, gifts, or similar courtesies on RCU's behalf.



## H. Intellectual Property

1. Each supplier must ensure that its own supply network respects the intellectual property of others.
2. Suppliers must take reasonable steps to ensure that they, and their vendors, through all tiers, safeguard sensitive information regarding RCU intellectual property and they must keep sensitive information secret and confidential and must not divulge any such confidential information or knowledge to any person, corporation, or other entity, or use the confidential information in any way whatsoever, except as necessary to perform the services, as required by applicable law or as otherwise authorized by RCU. At the request of RCU or at the end of a relationship, the supplier must return RCU's sensitive information or certify its destruction. If a supplier becomes aware of any violation of RCU's intellectual property rights, then the supplier must notify RCU immediately.
3. Suppliers must not register any intellectual property of RCU in the supplier's own name, nor use RCU's intellectual property for any other purposes.
4. Suppliers shall not use RCU trademarks, logos, property and any other intellectual property rights without written permission, nor use the RCU name to advertise their products, goods, or services.

## I. Confidentiality

1. Suppliers must preserve all confidential information in trust and confidence, and must not under any circumstance use, disclose, communicate or convey, directly or indirectly, any such information, except as may be necessary in the performance of their duties after a prior approval from RCU, considering that any such exceptions should be governed by a signed RCU form of non-disclosure agreement by the receiving party of the information. Moreover, suppliers must not misuse or misappropriate confidential information whether directly or indirectly, or use them in any way, except as required under applicable laws and regulations.



2. Commit to the secrecy of RCU's information and activities and not divulge it to any other party, even after ceasing from having any relationship with RCU.
3. Undertake not to misuse or benefit, directly or indirectly, from any of the RCU's assets, properties, rights and information.

#### **J. Misrepresentation and Use of RCU Name**

1. Suppliers shall not represent themselves as acting on behalf of RCU unless specifically authorized to do so in writing by way of special authorization signed by authorized signatory in the contract/agreement or within the power vested in them according to their contract or agreement with the RCU.
2. Suppliers are not permitted to disclose RCU as a customer nor release information about relationships with RCU, directly, by name or by descriptive reference.

#### **K. Sub-contracting**

1. Suppliers shall require their subcontractors to provide a written undertaking that such subcontractors and their respective employees shall comply with this policy.

### **5.6 Monitoring and Compliance**

1. Suppliers are responsible for complying with the requirements set forth in this policy and must conduct periodic internal reviews, inspections, and audits to ensure their compliance. Additionally, the supplier is responsible for ensuring that the standards and requirements of this policy are communicated and understood by its personnel working on or in support of RCU projects, contracts, and agreements. Suppliers will be held liable for the conduct and actions of its employees. Also, suppliers need to ensure that all their sub-suppliers uphold the same standards that RCU requires from them.
2. Suppliers have a responsibility to understand and follow this policy. In addition, all suppliers are expected to perform their work with honesty and integrity in any areas not specifically addressed by this policy.



3. Suppliers must maintain appropriate records to substantiate compliance with this policy and provide such proof to RCU upon request. RCU or its designated representatives may engage in periodic monitoring activities to confirm its suppliers' compliance with this policy. These monitoring activities may include suppliers' on-site facilities inspections, using questionnaires, review of available information, or any other measures necessary to assess supplier compliance with this policy. Such monitoring activities may be performed in addition to any audit rights which may be set forth in any agreement/contract with RCU.
4. Suppliers are required to immediately notify Procurement Department as soon as they become aware of any actual or potential violation of this Policy and to abide by the mitigating measures provided by the RCU. Potential or actual violations of this Policy and any other irregularities are to be reported directly through the official reporting channels.
5. No code or policy can anticipate every situation that may arise. However, RCU expects its suppliers to exercise independent professional judgment and to deter wrongdoing in the conduct of all duties and responsibilities on behalf of RCU.
6. The Suppliers must acknowledge and agree to abide by other RCU applicable policies and controls of this Policy and to ensure that the employees, officers, directors, agents, and representatives of the organization are aware of and must abide by such policies and controls in the process of preparing and submitting bids and proposals for RCU related work, for the provision of goods and services to RCU, and during the performance and administration of all agreements entered into with RCU for such purposes.

**Sixth: References:**

#	Reference Title	Reference Number	Notes
1			
2			
3			

**Seventh: Versions history log:**

Version #	Version Date	Amendments
2.0	The approval date from the authorized signatory.	Enhancements related to the acknowledgement acceptance of this policy by suppliers.