



Supplier Code of Conduct Policy

1. Purpose

1.1 Scholastic Ltd (**Scholastic**) believes in the worth and dignity of each individual and pledges to uphold the basic freedoms of all individuals; and is unalterably opposed to any system of government or society that denies these freedoms. The organisation opposes discrimination of any kind on the basis of race, creed, colour, sex, age, or national origin. This Supplier Code of Conduct Policy outlines Scholastic's policy for supplier ethics. For the purposes of this Supplier Code of Conduct Policy the term **Supplier** is defined as someone whose business is to supply any goods and/or services or commodity to Scholastic (**Goods and/or Services**). Scholastic will only work with reputable Suppliers who are committed to complying with the standards of this Supplier Code of Conduct Policy.

2. Scope

2.1 Scholastic is committed to ensuring that its Suppliers adhere to the highest standards of ethics. Suppliers are required to demonstrate that they provide safe working conditions where they treat workers with dignity and respect and act ethically and within the law in their use of labour. Scholastic works with Suppliers to ensure that they meet legal and ethical standards at all times. Scholastic undertakes due diligence when considering taking on new Suppliers and reviews a random selection of existing Suppliers on a regular basis. It is the responsibility of all managers who manage Suppliers to ensure compliance with this Supplier Code of Conduct Policy.

3. Definitions:

3.1 The following definitions and rules of interpretation apply in this Supplier Code of Conduct Policy:

Applicable Law: the laws, regulations, statutes, codes and the requirements of any government, regulatory authority or body of competent jurisdiction applicable to the goods and/or services supplied under the Contract or either party to the Contract.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Contract: any Contract between Scholastic and the Supplier for the provision of Goods and/or Services.

Cyber Security Requirements: means (as amended or updated from time to time):

- (a) all guidance produced by the National Cyber Security Centre;
- (b) the Network and Information Systems Regulations 2018 (and any successor law), to the extent applicable; and
- (c) all Applicable Laws and international and national standards, and guidance relating to any of the following:
 - (i) the security of computers, data, networks, information systems, or storage devices;
 - (ii) the prevention, detection, and management of cyber security breaches; and
 - (iii) cyber incident reporting requirements.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK, including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**), Data Protection Act 2018 (and regulations made thereunder), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other data protection and privacy legislation applicable to the Supplier in any country where it processes Personal Data under or in relation to the Contract.

End Client: where applicable, Scholastic's customer on behalf of whom Scholastic is procuring the goods and/or services under the Contract.

Mandatory Policies: the business policies and codes of Scholastic and/or any End Clients, as notified to the Supplier by Scholastic from time to time (including any amended or modified versions), including but not limited to this Supplier Code of Conduct Policy, Scholastic's Environmental Paper Procurement Policy and Scholastic's Modern Slavery and Human Trafficking Statement.

- 3.2 A reference to legislation or a legislative provision in this Supplier Code of Conduct Policy is a reference to it as amended, extended or re-enacted from time to time, and a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

4. Supplier Obligations

- 4.1 The following clauses summarise this Supplier Code of Conduct Policy for Supplier ethics and Scholastic's most basic requirements which must be met in order for a Supplier to trade in any way with Scholastic. By agreeing to this Supplier Code of Conduct Policy, the Supplier explicitly agrees (and shall procure that its subcontractors shall agree) to adhere to this Supplier Code of Conduct Policy.

5. Compliance with Applicable Laws

5.1 The Supplier shall:

- 5.1.1 comply with:
 - (a) all Applicable Laws from time to time in force, including in relation to environmental, social, equality and employment law; and
 - (b) the Mandatory Policies;
- 5.1.2 to the extent applicable to any Contract, observe all health and safety rules and regulations and any other security requirements that apply at any of Scholastic's or any End Client's premises from time to time and that have been communicated to it.

6. Use of Subcontractors.

6.1 The Supplier shall not subcontract any or all of its rights or obligations under any Contract without the prior written consent of Scholastic. If Scholastic consents to any subcontracting by the Supplier, the Supplier shall:

- 6.1.1 procure that such subcontractor complies with this Supplier Code of Conduct Policy; and
- 6.1.2 remain responsible for all the acts and omissions of its subcontractors as if they were its own.

7. Modern Slavery & Human Trafficking

7.1 The Supplier shall (and shall procure that its subcontractors shall):

- 7.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015;
- 7.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- 7.1.3 comply with Scholastic's Modern Slavery and Human Trafficking Statement and any End Client modern slavery or human-trafficking policy in such form as Scholastic notifies to the Supplier from time to time;
- 7.1.4 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 7;
- 7.1.5 notify Scholastic as soon as it becomes aware of any actual or suspected breach of this clause 7;

- 7.1.6 prepare and deliver to Scholastic, by the end of each year of the Contract, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business; and
- 7.1.7 maintain a complete set of records to trace the supply chain of all goods, services and deliverables provided to Scholastic in connection with any contract, and permit Scholastic, any End Client and Scholastic's or any End Client's third party representatives to inspect the Supplier's premises and records, and to meet the Supplier's personnel, to audit the Supplier's compliance with its obligations under this clause 7.

7.2 The Supplier shall implement due diligence procedures for its subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

7.3 The Supplier undertakes not to purchase any resources, raw materials or any other products or materials that have been sourced from:

- 7.3.1 any country indicated by the Walk Free Foundation Global Slavery Index as having a high risk of slavery in its supply chains; or
- 7.3.2 third parties using forced labour or child labour in its operations or practices.

7.4 The Supplier shall:

- 7.4.1 implement a system of training for its employees, and subcontractors to ensure compliance with all Applicable Laws from time to time in force in relation to anti-slavery and human trafficking including the Modern Slavery Act 2015; and
- 7.4.2 keep a record of all training offered and completed by its employees, and subcontractors to ensure compliance with all Applicable Laws from time to time in force in relation to anti-slavery and human trafficking including the Modern Slavery Act 2015, and shall make a copy of the record available to Scholastic on request.

7.5 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

8. Anti-Bribery

8.1 The Supplier shall (and shall procure that its subcontractors and other participants in its supply chains shall) during the term of the Contract:

- 8.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

- 8.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 8.1.3 comply with Scholastic's Anti-Bribery Policy and any End Client ethics, anti-bribery and anti-corruption policies in such form as Scholastic notifies to the Supplier from time to time (**Relevant Policies**);
- 8.1.4 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies;
- 8.1.5 notify Scholastic (in writing) if it becomes aware of any breach of this clause 8, or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract;
- 8.1.6 immediately notify Scholastic (in writing) if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers or employees at the date of the Contract; and
- 8.1.7 within 2 months of the date of the Contract, and annually thereafter, certify to Scholastic in writing signed by an officer of the Supplier, compliance with this clause 8 by the Supplier and all persons referred to in clause 8.2. The Supplier shall provide such supporting evidence of compliance as Scholastic may reasonably request.

8.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 8 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Scholastic for any breach by such persons of any of the Relevant Terms.

8.3 Breach of this clause 8 shall be deemed a material breach under the Contract.

8.4 For the purpose of this clause 8, the meaning of **adequate procedures** and **foreign public official** and whether a person is **associated** with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

9. Equality Law

9.1 The Supplier shall (and shall procure that its subcontractors and other participants in its supply chains, shall):

9.1.1 perform its obligations under the Contract (including those in relation to the provision of Goods and/or Services) in accordance with:

- (a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- (b) any Scholastic and End Client equality and diversity policies and harassment and bullying policies in such form as Scholastic notifies to the Supplier from time to time;
- (c) any other requirements and instructions which Scholastic reasonably imposes in connection with any equality obligations imposed on Scholastic at any time under applicable equality law; and

9.1.2 take all necessary steps within its own business and its supply chain, and inform Scholastic of steps taken, to prevent unlawful discrimination and harassment (including in respect of Scholastic and End Client personnel) designated as such by any court or tribunal or the Equality and Human Rights Commission (or any successor organisation).

9.2 For the avoidance of doubt, in performing providing Goods and/or Services in connection with the Contract, the Supplier shall not (and shall procure that its subcontractors and other participants in its supply chains shall not) commit an act of discrimination rendered unlawful by the Equality Act 2010.

10. ESG Supply Chain Compliance

10.1 The Supplier warrants that:

10.1.1 any information provided to Scholastic as part of any due diligence undertaken before the date that the Contract is signed by all parties relating to environmental impacts and pay and working conditions is complete and accurate;

10.1.2 neither the Supplier nor its suppliers, agents or subcontractors who are involved in the Supplier's supply chain in supplying goods and/or services:

- (a) has been convicted of any offence relating to breaches of environmental protection, sustainability, human rights, workplace safety or bribery and corruption laws;
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence relating to the matters referred in clause 10.1.2(a); and
- (c) has been or is listed by any public body or government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in public procurement

programmes or otherwise has been excluded from a public procurement procedure mandatory or discretionary exclusion grounds.

- 10.2 The Supplier will, and will ensure that its suppliers, agents or subcontractors will, conduct business in all material respects in compliance with any End Client code of conduct setting out procedures, guidelines, requirements and/or targets for its suppliers in relation to environmental, social and governance and sustainability laws and practices in such form as Scholastic notifies to the Supplier from time to time (**Code of Conduct**).
- 10.3 The Supplier shall establish and maintain processes and policies to ensure compliance with any Code of Conduct, including but not limited to:
 - 10.3.1 due diligence procedures appropriate to the size of the party and transaction which are materially consistent with the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and seek to identify, prevent, mitigate, account for and remedy any adverse impacts that may result in a breach of any Code of Conduct (Due Diligence Procedures) and data collection procedures reasonably designed to monitor compliance with clause 10.2;
 - 10.3.2 internal review and accountability structures to oversee compliance;
 - 10.3.3 periodic training and instruction for employees and its suppliers, agents and subcontractors who are involved in the Supplier's supply chain regarding compliance with clause 10.2; and
 - 10.3.4 any other procedures required by any Code of Conduct.
- 10.4 The Supplier shall ensure that its suppliers, agents and subcontractors who are involved in the Supplier's supply chain engage with it and any other representatives in the Due Diligence Procedures and other policies referred to in clause 10.3 to ensure compliance with any Code of Conduct.
- 10.5 Scholastic will support the Supplier's compliance with any Code of Conduct by, without prejudice to any rights to terminate the Contract, providing reasonable assistance to the Supplier where Scholastic determines that the Supplier is unable to or is struggling to comply with any Code of Conduct.
- 10.6 The Supplier will give Scholastic prompt written notice as soon as it becomes aware of any actual or potential breach of any Code of Conduct, together with a detailed summary of:
 - 10.6.1 the circumstances surrounding the breach;
 - 10.6.2 sections of the Code of Conduct breached and any resulting adverse impact on the environment, human rights, society or otherwise; and
 - 10.6.3 any investigations or remedial steps taken or proposed to be taken to address the breach.

- 10.7 If the Supplier notifies Scholastic pursuant to clause 10.6 about a breach, or Scholastic becomes aware of a breach that has not been notified in accordance with clause 10.6, Scholastic and the Supplier shall work together in good faith to seek to remedy such breach.
- 10.8 Scholastic may terminate the Contract following breach of this clause by giving written notice to the Supplier if one or more of the following exists:
 - 10.8.1 the Supplier is in material breach (which could constitute a single material breach, or a number of breaches or repeated breaches that, taken together, constitute a material breach) of clause 10.2 and such breach is irremediable;
 - 10.8.2 Scholastic considers that the Supplier cannot perform the Contract without material or repeated breaches of any Code of Conduct; or
 - 10.8.3 the activity giving rise to the breach may expose Scholastic to potential prosecution or sanction under local or international laws.
- 10.9 The Supplier shall without prejudice to clause 15:
 - 10.9.1 implement annual audits of its compliance and its subcontractors' compliance with any Code of Conduct, either directly or through a third-party auditor. The first set of audits shall be completed by the end of the first Contract Year. For the avoidance of doubt, this may involve Scholastic, the End Client or third party representatives of Scholastic or the End Client taking copies of relevant records and any other documents as necessary to verify the Supplier's compliance with its obligations under any Code of Conduct; and
 - 10.9.2 if Scholastic reasonably suspects the Supplier is in breach of any Code of Conduct, permit Scholastic, the End Client and the third party representatives of Scholastic or the End Client to conduct an inspection and audit at any other time to verify compliance.
- 10.10 The Supplier agrees to provide to Scholastic any environmental, social and governance or sustainability data it reasonably requires to comply with its disclosure and reporting obligations or sustainability commitments (including any voluntary disclosure or reporting standards it has committed to complying with) in a format and using a method and to a quality standard prescribed by Scholastic.

11. Compliance with EUDR and other relevant laws

- 11.1 The Supplier shall ensure and warrants that:
 - 11.1.1 where it is providing Goods under the Contract, it complies with all Applicable Laws, statutes, regulations and codes relating to product liability, safety and consumer protection;
 - 11.1.2 (to the extent applicable) all Goods and/or Services provided under the Contract (as applicable) comply with:

- (a) the EU General Product Safety Directive 2001/95/EC and the EU General Product Safety Regulation 2023/988;
- (b) the Persistent Organic Pollutants Regulation 2019/1021;
- (c) current REACH Regulations (Annexe XVII) and any restrictions on the use of banned substances detailed within the latest version of the SVHC Candidate List;
- (d) the requirements of the current ASTM International Standard F963; and
- (e) the EU Deforestation Regulation 2023/1115 (**EUDR**).

11.2 The Supplier shall assist Scholastic in ensuring compliance with Scholastic's obligations under the EUDR.

11.3 The Supplier shall:

- 11.3.1 respond promptly to any enquiries made by Scholastic (including responding to surveys and due diligence questions (as applicable);
- 11.3.2 co-operate with any investigation by a governmental and/or regulatory authority;
- 11.3.3 provide reasonable assistance in relation to product risk assessments (including to ascertain the risk of the goods and/or deliverables provided under the Contract not complying with the EUDR); and
- 11.3.4 provide Scholastic with accurate and up-to-date information, records, data and/or any other relevant documentation, as may reasonably be requested by Scholastic to verify the Supplier's compliance with clauses 11.1.1 and 11.1.2 (as applicable).

12. Paper Based Materials Policy

12.1 Scholastic is dedicated to responsible stewardship of the environment in all of its paper procurement practices. Scholastic endeavours to produce quality products in a responsible manner from design to material specification to finished goods.

12.2 Scholastic's procurement policy extends purchasing preference to Goods and Suppliers that exhibit superior environmental performance and are aligned with the following goals:

- 12.2.1 sustainable and anti-deforestation practices;
- 12.2.2 wise use of resources;
- 12.2.3 use of recycled paper/materials;
- 12.2.4 minimisation of basis weight;

- 12.2.5 design for the environment;
- 12.2.6 clean manufacturing practices;
- 12.2.7 economic viability; and
- 12.2.8 credible reporting and verification.

12.3 Scholastic requires Suppliers to comply with all local, national and international regulations in each community where its paper suppliers have operations. Scholastic will not knowingly do business with Suppliers that collude with or purchase wood products from illegal logging operations.

12.4 Suppliers must ensure that paper and board materials used to produce Scholastic products must be Forest Stewardship Council (**FSC**) certified. In addition, Suppliers must ensure that all paper used to manufacture Goods to be free of unacceptable sources of fibre as described by the FSC controlled wood standard. Scholastic prohibits sourcing both pulp or paper from APP and APRIL.

12.5 The Supplier is required to possess and maintain independent third-party chain of custody certification for sustainable forestry management, including source verification, end-to-end traceability and robust internal management systems. Detailed audit reports should be provided to Scholastic every 36 months, or on request.

12.6 Scholastic is actively engaged with all stakeholders in the supply chain, with a view to achieving a position of compliance with EUDR at the earliest opportunity. The Supplier will be required to provide reasonable assistance in producing risk assessments relating to the provenance of raw materials and to provide accurate and complete raw data in a timely manner to facilitate the raising of Due Diligence Statements via the EU Traces platform.

12.7 Scholastic has a preference for paper and paper-based packaging materials (e.g., carton fillers, cartons and paper tape). The Supplier should quote on these options where possible.

12.8 Scholastic is committed to using recovered fibre in its packaging, office and publications paper. In addition, every effort is made to reduce basis weights on titles where appropriate in order to reduce total paper use and raw materials consumed in the production of that paper. To that end, Scholastic commits to the following:

12.8.1 Use of Recycled Paper and Materials

- (a) Scholastic will continue to increase their use of recovered fibre and continue to ensure the majority of its products contain recovered fibre; and
- (b) Scholastic will continue to re-use pallets, and re-use incoming packaging where possible.

12.8.2 Basis Weight

- (a) Scholastic evaluates every project to determine the best paper quality for that particular job;
- (b) annual targets for reduction of basis weight in paper used will be developed;
- (c) goals will be determined by prioritisation of product group; and
- (d) Scholastic is committed to measuring, monitoring and improving targets for the weight of paper used. Scholastic expect its Suppliers to partner with it in this endeavour.

12.8.3 **Annual Paper Usage Report.** It is a condition of working with Scholastic that the Supplier supplies an annual summary of paper used by weight and grade for each calendar year. This report is to be submitted by the Supplier to Scholastic by the 15 January to cover the preceding calendar year.

12.8.4 **Design for the Environment.** Scholastic will endeavour to ensure that Scholastic product design maximises resources and minimises waste. Scholastic are committed to continuously evaluating the recyclability of its products, and improving where feasible, thereby increasing the potential supply of recycled fibre. Ongoing strategies include:

- (a) increased use of recyclable packaging and materials;
- (b) minimisation of packaging;
- (c) efficient use of trim size and press cut offs; and
- (d) optimising consignment sizes to ensure ease of transport.

12.9 Clean Manufacturing Process

- 12.9.1 Scholastic will select a Supplier who demonstrates a commitment to continuous improvement in source reduction and pollution prevention that meets or exceeds legal requirements to minimize the environmental footprint of paper production on water, air and climate.
- 12.9.2 Scholastic encourages its Suppliers to pursue energy conservation, increase the utilization of renewable energy sources such as wind power, engage in co-generation of electricity and increase energy efficiency in the papermaking process.
- 12.9.3 For Goods that require bleaching and brightening, Scholastic will show preference to Suppliers who utilise processes that are environmentally responsible. Scholastic has a preference for products that are Elemental

Chlorine Free (ECF). Preference will be given to Suppliers that are Enhanced Elemental Chlorine Free (EECF), Totally Chlorine Free (TCF), or Processed Chlorine Free (PCF).

12.10 Economic Viability

12.10.1 The desired outcome of this clause 12 is continuous improvement in the environmental performance of paper supported by concurrent economic incentives. There must be sufficient value and availability of products throughout the supply chain, as determined by Scholastic, in order to ensure that environmentally responsible papers, including those containing recovered fibre, can be procured successfully and consistently. Scholastic is committed to supporting Suppliers that meet its standards and are credible partners in its efforts to ensure sustainable products are available to Scholastic and other market partners.

12.11 Credible Reporting and Verification

12.11.1 The Supplier must publish, or make available to Scholastic, a report that highlights its progress towards waste minimization, sustainable forestry practices, use of recovered fibre, clean manufacturing practices, and continued economic viability.

12.12 Ongoing Efforts and Environmental Education

12.12.1 Scholastic recognises that responsible environmental stewardship is a continuous process. Scholastic has engaged the Supplier in an ongoing dialogue to monitor and remain informed about opportunities to procure an increasing amount of environmentally responsible paper. Scholastic will give purchasing preference to suppliers who practice and encourage sustainable forest management, and sustainable manufacturing based on concepts of continuous improvements.

12.12.2 In addition, as a company committed to educating and caring for children and ensuring a safe environment in which they can learn and grow, Scholastic will continue to create and publish books and other materials that help educate children about the importance of responsible environmental practices and the role they can play in helping preserve the environment.

13. Data Protection

- 13.1 For the purposes of this clause 13, the terms **Commissioner, controller, data subject, joint data controller, personal data, personal data breach, processor** and **processing** shall have the meaning given to them in Data Protection Legislation.
- 13.2 In order for Scholastic and a Supplier to perform their obligations under a Contract, it may be necessary for the parties to share personal data.
- 13.3 Each party shall comply with all Data Protection Legislation in its processing of personal data under or in connection with the Contract. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
- 13.4 Without prejudice to clause 13.3 and to the extent that the parties are acting as joint data controllers for any purpose, the following shall apply:
 - 13.4.1 each party shall be responsible for making the essence of the arrangement known to relevant data subjects;
 - 13.4.2 each party shall be responsible for the provision of transparency information as required under the Data Protection Legislation; and
 - 13.4.3 if a request is made by a data subject to exercise any of the rights afforded to them under the Data Protection Legislation, the recipient party shall be responsible for providing a response. If required, the other party shall give all reasonable assistance to the receiving party to meet the obligations imposed.
- 13.5 If, under any Contract, the Supplier is acting as a processor on behalf of Scholastic in relation to any personal data:
 - 13.5.1 the Contract will set out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject;
 - 13.5.2 without prejudice to clause 13.3, the Supplier shall, in relation to such personal data:
 - (a) process that personal data only on the documented instructions of Scholastic set out in the applicable Contract, unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Scholastic of this before performing the processing unless prohibited from doing so by those Applicable Laws. The Supplier shall immediately inform Scholastic if, in the opinion of the Supplier, the instructions of Scholastic infringe Data Protection Legislation;
 - (b) ensure that it has in place appropriate technical and organisational measures, including any that may be set out in the Contract, to

protect against unauthorised or unlawful processing of personal data and against its accidental loss, damage or destruction, including as appropriate:

- (i) the pseudonymisation and encryption of personal data;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of its processing systems and services;
- (iii) the ability to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident; and
- (iv) a process for regularly assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

(c) ensure that:

- (i) access to personal data is restricted only to those Supplier personnel who need access to provide the Goods and/or perform the Services; and
- (ii) all Supplier personnel who have access to or process personal data are obliged to keep the personal data confidential;

(d) promptly assist Scholastic, at the Supplier's expense, in responding to any request from a data subject and in ensuring compliance with Scholastic's obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other regulators. In particular, the Supplier shall promptly notify Scholastic if it receives any complaint, notice or communication (whether from a data subject, the Commissioner or any other regulator or third party) which relates to processing of personal data;

(e) notify Scholastic without undue delay after becoming aware of a personal data breach;

(f) at the written direction of Scholastic, delete or return to Scholastic all personal data when it is no longer needed to provide the Goods and/or perform the Services and in any event on termination or expiry of the relevant Order, unless the Supplier is required by Applicable Law to continue to process that personal data. The Supplier shall procure that any third party to which the Supplier has disclosed the personal data does the same and shall certify to Scholastic in writing that it has complied with this clause (f). If the Supplier is required by Applicable Law to continue to process any personal data, the Supplier shall promptly notify Scholastic of what that Applicable Law is and

shall only be permitted to process that personal data for that specific purpose. All requirements set out in this clause 13 shall continue to apply to any personal data for as long as that personal data is processed by the Supplier. For the purposes of this clause (f), the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and

- (g) maintain complete and accurate records and information to demonstrate its compliance with Data Protection Legislation and this clause 13 and make them available to Scholastic on request. The Supplier shall allow for and submit its premises and operations to audits, including inspections, by Scholastic or Scholastic's designated auditor, to demonstrate its compliance with Data Protection Legislation and this clause 13.

13.5.3 the Supplier shall not engage a third party to process any personal data without the prior written consent of the Scholastic. The Supplier shall:

- (a) ensure that the terms on which it appoints any third party processor comply with Data Protection Legislation and are consistent with the obligations imposed on the Supplier in this clause 13; and
- (b) remain responsible for the acts and omissions of that third party as if they were the acts and omissions of the Supplier;

13.5.4 the Supplier shall not carry out, via itself or via any other processor, any processing of personal data, or transfer any personal data, outside of the UK or EEA, including processing personal data on equipment situated outside of the UK or EEA unless the prior written consent of Scholastic has been obtained and the Supplier:

- (a) ensures that the processing is compliant with Data Protection Legislation, including by ensuring an adequate level of protection for the personal data; and
- (b) complies with any reasonable instructions notified to it by Scholastic with respect to the processing of the personal data; and

13.5.5 the Supplier shall not do anything which may cause Scholastic to be in breach of Data Protection Legislation or damage its reputation with data subjects.

13.6 This clause 13 shall survive termination of the Contract.

14. Cybersecurity

- 14.1 The Supplier shall comply with all Cyber Security Requirements.
- 14.2 Without prejudice to clause 14.1, in performing its obligations under the Contract, the Supplier shall (and shall ensure that all its subcontractors and other participants in its supply chains shall) take all appropriate technical and organisational measures

to safeguard information (including personal data) against any accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

- 14.3 The Supplier shall comply (and shall ensure that all its subcontractors and other participants in its supply chains shall) with any additional cybersecurity obligations as set out in any purchase order for goods and/or services issued under the Contract, in addition to its obligations in this clause 14. With respect to any certification requirements specified in any purchase order, the Supplier shall obtain such certification prior to the commencement of that purchase order and maintain such certification for the duration the Contract is in force.
- 14.4 The Supplier shall immediately inform Scholastic if it or any of its subcontractors or other participants in its supply chain, breaches any of its obligations in this clause 13.1.

15. Criminal Activity

- 15.1 The Supplier shall not, and shall procure that all its personnel, subcontractors and the personnel of its subcontractors do not, engage in any criminal activity.

16. Human Rights and Workers Rights

- 16.1 Suppliers must abide by all human rights laws and regulations, including but not limited to those relating to forced labour or child labour. Suppliers must ensure there is no forced labour within their business.
- 16.2 Suppliers are prohibited from the use of child labour, defined as any full-time work performed by children less than 15 years of age. Children under 18 years of age are prohibited from engaging in any form of hazardous work by the Supplier.
- 16.3 Suppliers must pay their employees at least the minimum legal wage and must provide all legally mandated benefits. Any deductions from wages by Suppliers will not be permitted without the express consent of the employee. Suppliers shall provide all workers with written information about their employment conditions in relation to salary and particulars of salary payments in the respective pay period.
- 16.4 Suppliers must comply with Applicable Laws on working hours and not require employees to work excessive hours. Suppliers shall ensure that:
 - 16.4.1 employees under the age of 18 must not work more than 8 hours a day or 40 hours per week;
 - 16.4.2 employees will not be required to work in excess of 48 hours per week on average; and
 - 16.4.3 employees have regular breaks and appropriate time off work in accordance with Applicable Laws.
- 16.5 Suppliers shall allow employees to associate, organise and bargain collectively in a lawful and peaceful manner (with no adverse consequences) with the right to join trade unions of their own choice.

17. Audit

- 17.1 During the term of the Contract and for a period of six years after termination, Scholastic (acting by itself or through its representatives) or the End Client (acting by itself or through its representatives), may conduct an audit of the Supplier or any of its subcontractors, including for the following purposes:
 - 17.1.1 to review the Supplier's compliance with Applicable Laws;
 - 17.1.2 to review the Supplier's compliance with this Supplier Code of Conduct Policy; and
 - 17.1.3 to review any records created in relation to the delivery of Goods and/or Services under the Contract, including in respect of the time spent and materials used by the Supplier in providing Goods and/or Services under the Contract.
- 17.2 Except where an audit is imposed on Scholastic by a regulatory body or where Scholastic has reasonable grounds for believing that the Supplier has not complied with its obligations under the Contract, Scholastic may not conduct an audit under this clause 17 more than once every 12 months.
- 17.3 Subject to Scholastic's obligations of confidentiality, the Supplier shall provide Scholastic, any End Client and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 17.3.1 all information requested by the above persons within the permitted scope of the audit;
 - 17.3.2 reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the delivery of goods and/or services; and
 - 17.3.3 access to the Supplier's personnel and the personnel of its subcontractors.
- 17.4 Scholastic shall provide at least ten (10) Business Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit (provided always that, where a regulatory body requires to carry out an audit on less than ten (10) Business Days' notice, Scholastic shall only be required to give such notice to the Supplier as is required by the regulatory body).
- 17.5 Scholastic and the Supplier agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Supplier to perform its obligations under the Contract in any manner, in which case the Supplier shall reimburse Scholastic for all Scholastic's reasonable costs incurred in the course of the audit.

18. Termination

18.1 Without affecting any other right or remedy available to it, Scholastic may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits (or any audit under clause 17 reveals that the Supplier has committed) a material breach of any term of this Supplier Code of Conduct Policy and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

Date Last Modified: December 2025