

جامعة نيويورك أبوظبي

 NYU | ABU DHABI

# SUPPLIER CODE OF CONDUCT

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UPDATED DECEMBER 2016

## **STATEMENT OF PURPOSE**

New York University Abu Dhabi (NYUAD) and its government partner are committed to ensuring fair working and living conditions for employees of service providers and contractors who work at the NYUAD campus.

NYUAD and its government partner developed this Supplier Code of Conduct, which is generally based on UAE law, to reflect and uphold that commitment.

## **APPLICATION OF THE NYUAD SUPPLIER CODE OF CONDUCT**

NYUAD and its government partner will ensure that each service provider and contractor whose employees work at the NYUAD campus is contractually obligated to comply with this Supplier Code of Conduct.

All service providers and contractors who work at the NYUAD campus will be required to ensure that any subcontractors they engage to work on the NYUAD campus will also be contractually obligated to comply with this Supplier Code of Conduct.

## **CONDUCTING BUSINESS WITH HONESTY AND INTEGRITY**

NYUAD conducts its business with honesty and integrity, in accordance with applicable laws and regulations, and in alignment with international laws and standards.

Accordingly, NYUAD expects all service providers and contractors to maintain the highest ethical standards and to conduct their business with honesty and integrity.

During any tendering processes, NYUAD will give preference to service providers and contractors that share this commitment and that demonstrate the use of ethical recruitment practices.

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# NYUAD SUPPLIER CODE OF CONDUCT

*Note: Definitions of capitalized terms are provided in the Annex at the end of this document.*

*UAE Laws, resolutions, and circulars related to labor can be found on the website of the UAE Ministry of Human Resources and Emiratization, available at: <http://www.mohre.gov.ae>*

*For any additional information on references or citations, please contact [nyuad.compliance@nyu.edu](mailto:nyuad.compliance@nyu.edu).*

## **A. EMPLOYMENT CONTRACTS**

1. All Employees will have an Employment Contract, in either Arabic or English. If an Employee cannot read Arabic or English, the Employee will be provided with a written translation in his/her native language.
2. The Employment Contract will be signed by both the Employer and the Employee and registered in the UAE Ministry of Human Resources & Emiratization.
3. The Employer and the Employee will each retain a copy of the Employment Contract.
4. The Employment Contract will contain, at a minimum, the following information:<sup>1</sup>
  - a. Wages/Remuneration payable
  - b. Contract term, including commencement date and conclusion date (if applicable)
  - c. Nature of work
  - d. The location of employment
5. If the wage and/or other benefit levels for an Employee on the NYUAD Campus are higher than the levels specified in a pre-existing contract between the Employer and the Employee, the Employer shall complete and file documentation of the higher wage and/or other benefit levels with the relevant authorities.
6. The Employer will ensure that each Employee receives a copy of this Supplier Code of Conduct, in a language that he/she understands and to be provided by NYUAD, prior to beginning work on the NYUAD Campus.

## **B. WAGES**

1. NYUAD recognizes that wages are essential to meeting workers' basic needs. Employers will ensure that, at a minimum, all Employees providing Services are paid wages and benefits that provide for their essential needs and living standards and comply with UAE Law.
2. Employees will receive their full wages (including Basic Wage and any additional payments or allowances as applicable) via electronic bank transfers on time as per a pre-agreed schedule.<sup>2</sup> Employees on yearly or monthly contracts will be paid at least once a month; all other Employees will be paid at least once every two weeks.<sup>3</sup>
3. Each Employee will receive a payslip for each pay period that provides the details of the Basic Wage amount and, as applicable, allowances, deductions, and/or payment for any overtime worked.
4. The Employer may allow Employees to obtain advance payments so long as the subsequent deductions from future salary payments do not exceed 10% (ten percent) of their monthly Remuneration,<sup>4</sup> and so long as no interest is charged to the Employee.

<sup>1</sup> Title 3, Art. 36, UAE Federal Law No. 8 (1980)

<sup>2</sup> More information on the UAE's Wages Protection System is available at: <http://www.mol.gov.ae/newmolgateway/english/wpsGuidelineEng.aspx>

<sup>3</sup> Title 3, Art. 56, UAE Federal Law No. 8 (1980)

<sup>4</sup> *Id.* at Art. 60

5. No deductions may be made from an Employee's Remuneration except as specified in UAE Law.<sup>5</sup>

### **C. WORKING HOURS**

1. Employees will not be required to work more than eight (8) hours a day, six (6) days a week.<sup>6</sup> Daily meal, tea, rest, and prayer breaks will amount in the aggregate to at least one (1) hour, and such times shall not be counted in working hours.<sup>7</sup>
2. Daily working hours will be such that no Employee will work for more than five (5) successive hours without a break.<sup>8</sup> Break rooms and/or shaded areas and drinking water will be provided so that Employees have a cool place to rest and rehydrate during their breaks.
3. Working hours will be reduced by two (2) hours during Ramadan without a reduction in wages.<sup>9</sup>
4. Between June 15 and September 15:<sup>10</sup>
  - a. Employees will not be required to work in the sun between 12:30pm and 3pm.<sup>11</sup>
  - b. For those limited activities that are exempted by UAE Law from this restriction, outdoor working sites will provide the following: cold drinking water, sun shades to protect Employees from the sun, and a break location with air-conditioning.<sup>12</sup>
5. With the exception of daily wage Employees, no Employer will require an Employee to work more than two (2) consecutive Fridays.<sup>13</sup>
6. When participation does not interfere with working hours, the Employer will permit Employees to participate in educational and other programming offered free of charge by NYUAD.

### **D. OVERTIME COMPENSATION**

1. Overtime must be worked voluntarily.
2. Overtime may not exceed two (2) hours per day<sup>14</sup>, and Employees will be compensated for overtime work at a premium rate as required by UAE Law:
  - a. If an Employee works Overtime between 9pm and 4am, he/she will be entitled to his/her Remuneration stipulated for normal working hours, plus a payment of at least fifty percent (50%) of the Remuneration.<sup>15</sup>
  - b. For all other Overtime hours, the Employee will be entitled to his/her Remuneration stipulated for normal working hours, plus a payment of at least twenty-five percent (25%) of the Remuneration.<sup>16</sup>

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<sup>5</sup> See, e.g. Title 3, Art. 60, UAE Federal Law No. 8 (1980)

<sup>6</sup> Title 4, Art. 65, UAE Federal Law No. 8 (1980)

<sup>7</sup> *Id.* at Art. 66

<sup>8</sup> *Ibid.*

<sup>9</sup> *Id.* at Art. 65

<sup>10</sup> Art. 10, UAE Ministerial Resolution No. 223 (2010)

<sup>11</sup> *Id.* at Art. 1

<sup>12</sup> *Id.* at Art. 5-6

<sup>13</sup> Title 4, Art. 71, UAE Federal Law No. 8 (1980)

<sup>14</sup> *Id.* at Art. 69

<sup>15</sup> *Id.* at Art. 68

<sup>16</sup> *Id.* at Art. 67

## **E. PAID ANNUAL LEAVE, HOLIDAYS, AND AIR TRAVEL**

### **1. Annual leave and holidays**

- a. Employees are entitled to thirty (30) calendar days of paid vacation leave each year, inclusive of travel days.<sup>17</sup> If an Employee's period of service is less than one year, the Employee will be entitled to two (2) paid vacation days per month after six (6) months' service.<sup>18</sup>
- b. If an Employee's service is terminated, he/she shall be entitled to annual leave in respect of fractions of the last year.<sup>19</sup>
- c. Employees will receive leave with full pay for eleven (11) UAE public holidays each year, pursuant to UAE Law.<sup>20</sup>
- d. If an Employee works on a Friday, he/she will be entitled to either:
  - i. A substitute day of leave; or
  - ii. Payment equivalent to one hundred fifty percent (150%) of his/her Basic Wage.<sup>21</sup>
- e. If an Employee works on a public holiday, the Employee will be compensated as specified under UAE Law.<sup>22</sup>
- f. The Employer may not terminate an Employee during his/her period of leave.<sup>23</sup> However, any Employee who fails to resume work immediately after his/her applicable leave period will forfeit his/her Remuneration for the period of absence and may be subject to termination as provided in UAE Law.<sup>24</sup>

### **2. Air travel**

- a. For an Employee who is not a UAE National, the Employer will provide, at no charge to the Employee, an airline ticket for expatriation at the beginning of his/her employment in the UAE and an airline ticket for repatriation at the end of his/her employment in the UAE.<sup>25</sup>
- b. For an Employee who works on the NYUAD Campus for twelve (12) months or longer, the Employer will also provide, at no charge to the Employee, a round-trip airline ticket each year to be used in conjunction with annual leave, as specified in the contract between the Employer and the Employee.
- c. Airline tickets provided to an Employee under this Section E.2 shall be for the shortest, most direct route between an airport in Abu Dhabi or Dubai and the closest airport to the Employee's home city in his/her country of origin, and shall minimize layover time to the extent possible. The Employer will cover the cost of related travel to and from the airport either by direct transport or cash reimbursement.

<sup>17</sup> Payment during approved annual leave will be based on an Employee's Remuneration.

<sup>18</sup> Title 4, Art. 75, UAE Federal Law No. 8 (1980)

<sup>19</sup> *Ibid.*

<sup>20</sup> Title 4, Art. 74, UAE Federal Law No. 8 (1980). This section provides for 10 holidays per year. In 2015, "Martyrs' Day" was added as an additional holiday in connection with UAE National Day. Amendment of the law to reflect this addition is pending.

<sup>21</sup> *Id.* at Art. 70

<sup>22</sup> *Id.* at Art. 81

<sup>23</sup> *Id.* at Art. 90

<sup>24</sup> *Id.* at Art. 88-90

<sup>25</sup> *Id.* at Title 7, Art. 131

## **F. HEALTH INSURANCE**

1. The Emirate of Abu Dhabi requires that all Employees receive Employer-provided health insurance.<sup>26</sup> The health coverage details will be specified in the contract between NYUAD and the Employer.<sup>27</sup>
2. The Employer is responsible for procuring health insurance coverage for all its Employees and for ensuring the continuous and uninterrupted validity of this coverage. Health insurance coverage for all Employees will include any health plan registration fees, the cost of the health insurance policy, and the cost of any health care services that are provided to the Employee and/or eligible Dependents on the Employee's sponsorship (if any) if these Dependents are not covered by another valid health insurance policy.
3. The Employer will ensure that the health insurance scheme is compliant with the standards set forth by the Health Authority of Abu Dhabi and that the insurance validity covers work in Abu Dhabi, even if an individual Employee does not reside in Abu Dhabi for the period of his/her work.<sup>28</sup> If the Employee's existing insurance does not cover work in Abu Dhabi, the Employer will purchase additional insurance to provide this coverage.
4. Health insurance must be valid for one (1) year after issuance and will be renewed annually.
5. The Employer will not pass on the cost of providing health insurance to Employees or charge Employees for their health insurance coverage in any way.
6. For Employer-provided healthcare facilities, all doctors, nurses, medical personnel, facilities, and equipment must be approved and licensed as required by the UAE Minister of Health, the Health Authority of Abu Dhabi, and any other relevant health authorities.<sup>29</sup>
7. In case of injury, serious illness, or other emergency, the Employer is responsible for promptly providing the means to transfer the Employee from the work site and/or accommodation to the nearest hospital and/or medical facility and to provide transportation to and from the airport, if the Employee seeks medical attention in his/her country of origin if covered by health insurance.
8. NYUAD reserves the right to review and approve any proposed Employer-provided health insurance policies or programs prior to entering into contracts with Employers.

## **G. PAID SICK LEAVE**

1. After completing the Probationary Period, an Employee will be entitled to sick leave for a total period of up to ninety (90) days per year, successive or otherwise.<sup>30</sup>
2. Payment for sick leave will be as follows, per year:
  - a. The first fifteen (15) days with full pay;
  - b. The next thirty (30) days with half pay;
  - c. Any subsequent periods without pay.<sup>31</sup>
3. For sick leave that is not associated with an employment-related injury, the Employee may take up to two (2) consecutive days of sick leave without obtaining a certificate from a duly-authorized medical professional, provided that the Employee notifies the Employer during the first day of absence. For any additional days of sick leave, the Employer shall take the necessary steps for the Employee to receive medical care and appropriate verification of the sickness.<sup>32</sup>

<sup>26</sup> See Health Authority of Abu Dhabi website, available at <http://www.haad.ae/haad/tabid/136/Default.aspx> (last checked Oct. 2016)

<sup>27</sup> Art. 5, Abu Dhabi Law No. 23 (2005). Compare Title 5, Art. 96, UAE Federal Law No. 8 (1980), which specifies that the Employer shall provide its Employees with medical care facilities directly.

<sup>28</sup> Art. 5, Abu Dhabi Law No. 23 (2005)

<sup>29</sup> Title 5, Art. 96, UAE Federal Law No. 8 (1980)

<sup>30</sup> *Id.* at Title 4, Art. 83

<sup>31</sup> *Ibid.*

<sup>32</sup> *Id.* at Art. 82

## **H. END-OF-SERVICE PAYMENTS**

1. If an Employee has completed one (1) year or more in service, the Employee is entitled to an end-of-service payment equivalent to twenty-one (21) days' Basic Wage for each year of the first five (5) years of service, and thirty (30) days' Basic Wage for each additional year.<sup>33</sup>
2. If an Employee is terminated or resigns while working on the NYUAD Campus, the end-of-service payment will be calculated based on the last Basic Wage of the Employee as contractually agreed to by Employer and NYUAD.
3. End-of-service payment will be made no later than the termination date of the Employee's contract.

## **I. ACCOMMODATION**

1. The Employer will provide Employees with housing accommodation, at no charge, or a suitable housing allowance.
2. NYUAD reserves the right to inspect any proposed Employer-provided accommodation prior to entering into a contract with any Employer and throughout the term of the contract. Employers must allow and facilitate access to any Employer-provided accommodation if requested for the purpose of compliance monitoring by NYUAD and/or its authorized agents.
3. In circumstances where the Employer provides housing accommodation to Employees, such accommodation should provide a suitable living environment for Employees, which ensures structural safety and reasonable levels of decency, hygiene, and comfort.<sup>34</sup>
4. All Employer-provided accommodation must comply with the requirements of UAE Law, including but not limited to the following:
  - a. Housing units must be designed, constructed, and equipped in a manner that ensures that their occupants enjoy an acceptable level of comfort and safety within a clean and healthy environment.<sup>35</sup>
  - b. All rooms must be equipped with ventilation systems and air conditioning units.<sup>36</sup>
  - c. All rooms must have windows, and windows must have the ability to be opened for ventilation.<sup>37</sup>
  - d. A bed and a lockable wardrobe must be provided for each person.<sup>38</sup>
  - e. Employer-provided accommodation must be equipped with a kitchen compliant with health and technical standards.<sup>39</sup>
5. The Employer will provide each Employee with a lockbox for storing Personal Documents and other valuables.
6. In addition to the requirements in Section I.1-I.5 above, Employer-provided accommodation for any Employee who is continuously employed on the NYUAD Campus for more than ninety (90) days must have at least four and half (4.5) square meters of living space per person, with no more than four (4) individuals per bedroom.

<sup>33</sup> Title 7, Art. 132, UAE Federal Law No. 8 (1980), which also specifies that the total amount of this payment shall not exceed two (2) years' Basic Wage.

<sup>34</sup> Compare §§ II.2, VI.19, ILO Recommendation concerning Workers' Housing No. 115 (1961) [http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:R115](http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:R115)

<sup>35</sup> Annex I, § 3, UAE Ministerial Resolution No. 212 (2014). For the full list of requirements, please see Annex I, UAE Ministerial Resolution No. 212 (2014)

<sup>36</sup> Annex I, § 2.4, UAE Ministerial Resolution No. 212 (2014)

<sup>37</sup> *Id.* at Annex I, § 2.4.2

<sup>38</sup> *Id.* at Annex I, § 3.2.5

<sup>39</sup> *Id.* at Annex I, § 3.4

## **J. TRANSPORTATION**

1. Employees will receive Employer-provided transportation between the NYUAD Campus and any Employer-provided accommodation. There will be no charge to the Employee for this service, and commute time should not be excessive.
2. For Employer-provided transportation:
  - a. All vehicles used to transport Employees will have full insurance coverage.
  - b. All drivers will be appropriately licensed.
  - c. Vehicles must have seatbelts, air conditioning, operable windows, a fire extinguisher, and adequate storage for Employee belongings.
  - d. Employees with special needs must be provided with a means of accessible transportation.
3. If the Employer does not provide an Employee with accommodation, the Employee will receive an appropriate transportation allowance.

## **K. PERSONAL DOCUMENTS**

1. The Employer will observe the right of Employees to retain their own Personal Documents, and the Employer will not retain the Personal Documents of any Employee other than for the purposes of obtaining, renewing, or canceling residency visas.
2. UAE Law prohibits the seizure of any individual's passport without a judicial order.<sup>40</sup>

## **L. HIRING PRACTICES**

1. No Employer may charge directly or indirectly, in whole or in part, any recruitment, processing, or placement fees to Employees.<sup>41</sup>
2. If the Employer recruits Employees from outside the UAE, the Employer will ensure that each Employee's Employment Contract accurately reflects the terms of the job offer letter accepted by the Employee prior to his/her arrival in the UAE.<sup>42</sup>
3. If the Employer has used a Recruitment Agency to hire Employees, the Employer must disclose this information to NYUAD prior to beginning work on the NYUAD Campus.
4. If the Employer uses or plans to use a Recruitment Agency to hire Employees specifically for work on the NYUAD Campus or to increase its overall workforce size as a result of having entered into a contract to provide services on the NYUAD Campus:
  - a. The Employer must disclose this information to NYUAD prior to beginning work on the NYUAD Campus. Such disclosure will:
    - i. State the anticipated number of Employees to be recruited, the skills that they are expected to have, and the country or countries from which the Employer intends to recruit them;
    - ii. Explain how the Employer intends to advertise for Employees, state the recruitment strategy, and provide the name of the Recruitment Agency once retained; and
    - iii. Provide a copy of the recruitment agreement to NYUAD.

<sup>40</sup> Circular No. 3670 (2002), UAE Ministry of Interior

<sup>41</sup> Title 2, Art. 18, UAE Federal Law No. 8 (1980); Art. 6, UAE Ministerial Resolution No. 52 (1989)

<sup>42</sup> UAE Ministerial Decree No. 764 (2015) on Ministry of Human Resources & Emiratisation-approved Standard Employment Contracts. As of 01 January 2016, the terms of offer letters must also reflect the template approved by the UAE Ministry of Human Resources & Emiratisation (formerly the Ministry of Labour).

- b. The Employer will use only bona fide and appropriately licensed Recruitment Agencies.
  - c. The Employer will require in the text of its agreement with the Recruitment Agency that:
    - i. The Recruitment Agency's recruitment practices comply with all applicable UAE labor laws as well as applicable laws of the jurisdiction from which workers are recruited;
    - ii. The Recruitment Agency will not charge the recruited person for any costs associated with the recruitment process nor any fees for their recruitment services;
    - iii. The Recruitment Agency will notify each prospective Employee, in writing in a language understood by the prospective Employee, of the reimbursement provisions contained in this Supplier Code of Conduct;
    - iv. If the Recruitment Agency is found to have charged Employees such recruitment costs and fees, the Employer reserves the right to reimburse Employees directly for such costs and fees charged by the Recruitment Agency and to recoup these amounts from the Recruitment Agency; and
    - v. To recruit workers, the Recruitment Agency will use only bona fide employees and not independent agents.
  - d. No Employer nor any of its representatives involved in the recruiting process will receive any compensation from Recruitment Agencies, including but not limited to in-kind benefits relating to "hospitality expenses" incurred when Employer representatives visit the nations from which workers are recruited.
5. In order to ensure that Employees have not borne recruitment costs and fees, directly or indirectly, NYUAD requires that the Employer pay for the services of any Recruitment Agency used, and NYUAD reserves the right to examine documentation of this payment or other related documentation upon request to the Employer.
  6. The Employer will reimburse Employees for any costs or fees paid by Employees associated with the recruitment and/or hiring process if: the costs/fees were incurred within twelve (12) months of the Employee starting work at the NYUAD Campus; and the Employee provides suitable documentation of payment. If an Employee reports that he/she has paid such recruitment costs or fees but is unable to provide suitable documentation, the claim will be brought to the attention of NYUAD and/or its authorized agents for consideration.
  7. The recruitment costs and fees to be reimbursed by the Employer include, but are not limited to:
    - a. Any government-imposed fees such as taxes, insurance, and entry/exit fees
    - b. Fees relating to visas or required medical examinations
    - c. Fees for government-mandated IDs
    - d. Costs for the use of Recruitment Agencies
    - e. Travel costs from home country to the UAE
  8. The Employer will not impose any deductions on an Employee's Remuneration for any such reimbursements.
  9. Once a contract is finalized between the Employer and NYUAD, the Employer will not charge NYUAD for the costs of any reimbursement payments to Employees under this Section L.
  10. When the hiring process begins, the Employer will notify each prospective Employee of these reimbursement provisions in writing in a language understood by the prospective Employee, and again when the Employee's work on the NYUAD Campus commences.

11. In the event of any extended delay in Employer payment to an Employee who is owed reimbursement, NYUAD reserves the right to reimburse the Employee directly and to deduct contractual payment to the Employer in the corresponding amount.
12. The Employer shall not request or require an Employee (or prospective Employee) to waive his/her right to reimbursement of recruitment costs or fees, nor to sign or certify that he or she has not paid any recruitment costs or fees.
13. If any Employee fails the legally required medical examination to reside in the UAE, and accordingly must return to his/her country of origin, the Employer will provide an airplane ticket to the closest airport to the Employee's home city in his/her country of origin.

## **M. HEALTH AND SAFETY**

### **1. Workplace safety**

- a. As required by UAE Law<sup>43</sup>, a safe and healthy working environment will be provided to Employees to prevent accidents and injuries arising out of, linked to, or occurring in the course of work.
- b. The Employer will inform each Employee during the recruitment process of the potential occupational hazards involved in his/her prospective work on the NYUAD Campus and the corresponding protective measures that the Employee would need to take.<sup>44</sup>
- c. The Employer will provide the necessary preventive equipment to protect Employees against the dangers of employment accidents, occupational health risks or diseases, fire hazards or other hazards that arise from the use of machines and other equipment.<sup>45</sup>
- d. The Employer will comply with all workplace safety and health regulations established by UAE Law<sup>46</sup> and ensure regular health and safety Employee training systems are in place to detect and help mitigate threats to health and safety.
- e. The Employer will ensure Employees participate in Environmental Health and Safety (EHS) training programs as requested by NYUAD in compliance with NYUAD EHS policies and procedures.
- f. The Employer will display detailed instructions in a conspicuous position at the workplace indicating the measures to be taken to prevent fire and protect Employees against hazards to which they may be exposed while performing their work. Such instructions will be in Arabic and, if necessary, in other language(s) understood by Employees.<sup>47</sup>
- g. The Employer will prepare a Health and Safety Manual elaborating environment, health, and safety provisions and procedures to be distributed to Employees. The Health and Safety Manual must contain, at a minimum, a list of emergency phone numbers, accident reporting procedures, information on any applicable personal protective equipment, first aid procedures, public safety and security information, and the contact information for the Employer's health and safety manager and the NYUAD EHS.

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<sup>43</sup> Title 5, Art. 91-94, UAE Federal Law No. 8 (1980)

<sup>44</sup> *Id.* at Art. 98

<sup>45</sup> *Id.* at Art. 91

<sup>46</sup> Title 5, Art. 97, UAE Federal Law No. 8 (1980); UAE Federal Resolution No. 32 (1982)

<sup>47</sup> Title 5, Art. 92, UAE Federal Law No. 8 (1980)

## **2. Food safety and quality**

- a. All Employer-provided food service facilities must comply with UAE Law<sup>48</sup> pertaining to public health, including Health Authority of Abu Dhabi requirements. Food safety and hygiene (handling, preparation, and storage of foods) will be managed in accordance with methods that prevent food-borne illnesses.
- b. The Employer will maintain records of health inspections and food quality controls and make such files available for inspection upon request.
- c. Any Employer-provided meals must be nutritious<sup>49</sup> and served in sufficient portions to meet Employees' dietary needs.

## **3. General hygiene and healthy working conditions**

- a. The Employer will ensure access to bathrooms and potable water for all Employees.<sup>50</sup>
- b. The Employer will ensure suitable ventilation and lighting in the workplace.<sup>51</sup>
- c. Employees will not be exposed to hazards, including glues and solvents, which may endanger their safety, including their reproductive health.<sup>52</sup>

## **N. REPORTING SYSTEM FOR EMPLOYEE GRIEVANCES**

1. The Employer will provide Employees a means to submit oral or written grievances anonymously. NYUAD will also provide Employees a means to submit grievances anonymously.
2. The Employer will cooperate with NYUAD to ensure that:
  - a. Employees are aware of the grievance system, including the anonymous submission process.
  - b. NYUAD, or its designee, is able to fully investigate any submitted grievances.
3. Retaliation against Employees who submit good-faith grievances, or who cooperate with an investigation into alleged violations of UAE Law or this Supplier Code of Conduct, is prohibited.
4. Any Employer-provided and/or NYUAD-provided grievance mechanism will not impede or exclude access to other judicial or administrative remedies that may be available to Employees under UAE Law or through existing arbitration procedures.

<sup>48</sup> Art. 5.f, UAE Federal Resolution No. 32 (1982)

<sup>49</sup> See, e.g., World Health Organization healthy diet parameters, available at: [http://www.who.int/nutrition/topics/5keys\\_healthydiet/en/](http://www.who.int/nutrition/topics/5keys_healthydiet/en/)

<sup>50</sup> Title 5, Art. 94, UAE Federal Law No. 8 (1980)

<sup>51</sup> Title 5, Art. 94, UAE Federal Law No. 8 (1980); Art. 5, UAE Federal Resolution No. 32 (1982)

<sup>52</sup> Art. 5-6, UAE Federal Resolution No. 32 (1982)

## **O. RESOLUTION OF WORK DISPUTES**

1. The right of Employees to seek lawful resolution of labor disputes will be recognized and respected.
2. No Employee will be subject to harassment, intimidation, or retaliation because of his/her lawful efforts to resolve work disputes.
3. Pursuant to UAE Law,<sup>53</sup> where a dispute occurs between the Employer and all or some of its Employees and the parties fail to settle it amicably, they will observe the following procedures:
  - a. The Employees will submit their complaint or claim in writing to the Employer and at the same time send a copy of it to the Labour Department;
  - b. The Employer will reply in writing to the Employees' complaint or claim within seven (7) working days from the date of receipt of the complaint. The Employer will at the same time send the Labour Department a copy of this reply;
  - c. Where the Employer fails to reply within the prescribed period of time, or where the reply does not lead to a settlement of the dispute, the competent Labour Department will, either of its own motion or at the request of one of the parties to the dispute, mediate with a view to reaching an amicable settlement.
4. The Employer will notify NYUAD in the event of any labor dispute with Employee(s), including any steps taken by the Employer to resolve the dispute.

## **P. RESPECT, DIGNITY, AND PROTECTION FROM HARASSMENT OR ABUSE**

1. NYUAD is committed to a policy of equal treatment to ensure that those working for the University – either directly or indirectly – are treated with dignity and respect. The Employer is therefore expected to treat its Employees humanely and with respect and dignity, pursuant to the New York University Code of Ethical Conduct.<sup>54</sup>
2. The Employer will ensure that the working environment is free from harassment in all its forms, including from any physical, psychological, sexual, verbal, or visual behavior that creates an offensive, hostile, or intimidating environment.
3. The Employer is prohibited from threatening Employees, including threats of violence, physical abuse, or other forms of physical coercion, harassment, or intimidation.
4. The Employer is expected to protect its Employees from abuse, violence, harassment, or intimidation from other Employees.

## **Q. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

1. Employees will receive equal pay for equal work.
2. The Employer will not discriminate in employment, including in relation to hiring, salary, benefits, advancement, discipline, termination, or retirement, pursuant to the New York University Code of Ethical Conduct.<sup>55</sup>
3. The Employer will ensure that all Employees will have equal employment opportunities, which will be based on the inherent job requirements, qualifications, and performance of the Employee, pursuant to the New York University Code of Ethical Conduct.<sup>56</sup>

<sup>53</sup> Title 9, Art. 155, UAE Federal Law No. 8 (1980)

<sup>54</sup> The New York University Code of Ethical Conduct is available at:  
<https://www.nyu.edu/content/dam/nyu/compliance/documents/CodeOfEthicalConduct.NoQuestions.pdf.pdf>

<sup>55</sup> *Ibid.*

<sup>56</sup> *Ibid.*

## **R. WOMEN'S RIGHTS**

### **1. Equality of pay, treatment, opportunity, and benefits**

- a. Female Employees will receive equal Remuneration as their male counterparts, including equal benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill open positions.

### **2. Pregnancy and maternity**

- a. Employees will not be forced or pressured to use contraception.
- b. Pregnancy tests will not be a condition of employment, nor may they be required of female Employees.
- c. Appropriate services and accommodation will be provided to female Employees in connection with pregnancy.
- d. Female employees will be entitled to maternity leave, with full pay, for a period of 45 days.<sup>57</sup>
  - i. A female Employee who has exhausted her maternity leave may be absent from work without pay for a maximum period of one hundred (100) additional consecutive or non-consecutive days (in addition to the 45-day maternity leave) if such absence is due to a maternity-related illness preventing her from resuming work. Such illness must be documented by a medical certificate issued by a duly authorized medical institution or authenticated by the competent health authority, confirming that the illness is related to pregnancy or delivery. This leave will not be deducted from other leave periods.<sup>58</sup>
- e. Employees who take maternity leave, or who require additional maternity-related medical absence as specified above, will not face dismissal or threat of dismissal, loss of seniority, or deduction of wages and will be able to return at the end of the maternity leave or medical absence to their former employment at the same rate of pay and benefits.

## **S. PROHIBITION OF FORCED LABOR AND CHILD LABOR**

1. As per UAE Law, forced prison labor, indentured labor, bonded labor or other forced labor is prohibited.<sup>59</sup>
2. The Employer will not impose additional work on Employees as a disciplinary measure.
3. The Employer will not impose or request employment bans on employees seeking to change jobs.<sup>60</sup>
4. UAE Law prohibits child labor.<sup>61</sup> The minimum employment age on the NYUAD Campus will be eighteen (18) years old.

<sup>57</sup> Title 2, Art. 30, UAE Federal Law No. 8 (1980)

<sup>58</sup> *Ibid.*

<sup>59</sup> Art. 34, UAE Constitution

<sup>60</sup> UAE Ministerial Resolution No. 766 (2015) provides additional information about the right of Employees to change work permit sponsors, and in typical circumstances requires that the Employee has spent at least 6 months working for the initial Employer, with an exception to this 6-month rule made for Employees with higher skill levels, for cases in which an Employer violated obligations under UAE Law, in the case of a labor complaint against the Employer, or if the Employer's facility has closed, among others.

<sup>61</sup> Title 2, Art. 20, UAE Federal Law No. 8 (1980)

## **T. EMPLOYMENT RECORDS**

1. The Employer will keep detailed, accurate, and regularly-updated records (including Employee personnel files) and retain such records for a minimum period of five (5) years from the conclusion of work on the NYUAD Campus, or such greater period of time as may be required by UAE Law.
2. The Employer will keep records that include at minimum those in the following list, as applicable:
  - a. Human resources records (including Employees' personnel files);
  - b. Health and safety records;
  - c. Accommodation or other housing-related records;
  - d. Payroll records;
  - e. Details of any and all Subcontractors retained by the Employer, as applicable.

## **U. ACCESS TO EMPLOYER MANUALS, POLICIES, AND PROCEDURES**

1. The Employer will provide Employees with access to and/or hard copies of all relevant Employer company manuals, policies, and procedures. This may include the Employer's disciplinary rules and procedures, Employee manual, code of ethics, or other applicable documents. The Employer will notify Employees upon commencement of work on the NYUAD Campus that they have this access.
2. NYUAD will be provided with copies of such manuals, policies, and procedures upon request.

## **V. REPORTING AND MONITORING**

### **1. Employer compliance reporting**

- a. The Employer will prepare and submit reports to NYUAD at least monthly, in such form as NYUAD may require, regarding the Employer's compliance with this Supplier Code of Conduct. These reports will be accompanied by supporting evidence with respect to such compliance.

### **2. Audits and inspections**

- a. NYUAD and/or its authorized agents will from time to time, with or without notice, inspect and audit the books, records, and facilities of the Employer that relate to the Employer's contracted services, and inspect Employees' accommodation. NYUAD and/or its authorized agents also will interview and/or obtain statements from Employees in order to confirm that the Employer has complied, and is continuing to comply, with this Supplier Code of Conduct.

### **3. Employee interviews**

- a. Employee interviews for the purpose of auditing and inspection will be conducted in an environment that encourages free and open dialogue without fear of reprisal.
- b. The Employer must permit each Employee interview to be conducted in accordance with the requirements of the entity conducting that particular Employee interview.
- c. The Employer will not discharge, demote, suspend, threaten, harass, or in any manner discipline Employees who cooperate with an interview or investigation and/or who provide lawful, good-faith disclosures, which are not maliciously or knowingly false.

## **W. USE OF SUBCONTRACTORS**

1. The Employer will notify NYUAD in writing in advance before signing an agreement with a Subcontractor.
2. The Employer will ensure that all Subcontractors comply with all terms of the Supplier Code of Conduct.
3. Except as otherwise agreed by NYUAD, the following will be included as an express term or condition of all agreements the Employer enters into with a Subcontractor:
  - a. Compliance by the Subcontractor with this Supplier Code of Conduct
  - b. Record-keeping obligations as per Section T of this document
  - c. Reporting requirements as per Section V.1 of this document
  - d. Audit rights for the Employer, NYUAD, and its authorized agents in line with the activities specified in Section V.2 of this document
  - e. An entitlement for the Employer (at NYUAD's request) to: (i) terminate the agreement between the Employer and Subcontractor; and/or (ii) require the Subcontractor to remove and replace any Employees or agents of the Subcontractor where the performance or conduct of the Subcontractor and/or its Employees or agents is not in compliance with this Supplier Code of Conduct, following the Employer giving the Subcontractor one month's prior written notice of such non-compliance. The Employer will not be entitled to any relief and/or any additional fee from NYUAD as a result of such termination or replacement.
4. All requirements and obligations in this Supplier Code of Conduct between Employers and Subcontractors will also apply to and be interpreted to include any Subcontractors who hire additional Subcontractors and so forth down the supply chain.

## **X. AMENDMENTS**

1. NYUAD reserves the right to amend this Supplier Code of Conduct at any time.
2. Any exemptions for an Employer from specific provisions of this Supplier Code of Conduct (including for any Subcontractors) must be approved in advance in writing by NYUAD and will only apply in limited circumstances.

## **Y. COMPLIANCE WITH LAWS**

1. The Employer will comply with all labor inspections, remediation requirements, and any other applicable requirements under UAE Law in connection to work on the NYUAD Campus.<sup>62</sup>
2. Citations to UAE Law contained in this Supplier Code of Conduct are for reference purposes and are non-exclusive of other laws that may apply.
3. The requirements in this Supplier Code of Conduct do not supersede UAE Law. If there is a conflict between the Supplier Code of Conduct and UAE Law, UAE Law will prevail.

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<sup>62</sup> Title 10, Art. 166-176, UAE Federal Law No. 8 (1980)

## **Z. REMEDIES**

1. NYUAD will notify the Employer if any monthly report or any inspection reveals any deficiencies or failure to adhere to this Supplier Code of Conduct. The Employer must take immediate steps to remedy such deficiencies or failures.
2. If the Employer does not remedy these deficiencies or failures, NYUAD has the right to do one or more of the following:
  - a. To require that the Employer remedy the effects of any violation of this Supplier Code of Conduct, including the effect of any discrimination or other disparate treatment.
  - b. Withhold and/or deduct from future payments to the Employer an amount equal to the total amount paid and/or that will be paid by NYUAD to remedy the Employer's noncompliance with this Supplier Code of Conduct.
  - c. In cases of repeated or deliberate non-compliance, NYUAD reserves the right to increase the frequency of monitoring/auditing and to deduct the cost that monitoring/auditing from the contract amount.
  - d. Immediately terminate the underlying agreement between NYUAD and the Employer.
  - e. Seek any other remedy or penalty provided pursuant to UAE Law or other applicable authority as otherwise determined in the discretion of NYUAD.

## DEFINITIONS

**Basic Wage:** The wage specified in the contract between the Employer/Subcontractor and the Employee. This wage sets compensation for standard hours only and does not include additional payments (e.g. overtime payments, bonuses) or allowances (e.g. transportation, accommodation).

**Dependent(s):** For the purposes of medical insurance, an Employee's spouse and/or single dependent child(ren) who resides with the Employee.

**Employee:** Any person receiving any kind of Remuneration for work performed on the NYUAD Campus in the service of an Employer.

**Employer:** Any person or entity that has contracted with NYUAD to provide services on the NYUAD Campus via one or more Employees, or that has otherwise been informed by NYUAD that this Supplier Code of Conduct shall apply to it. Pursuant to the preamble to this document, if an Employer hires a Subcontractor to complete all or a part of its contractual obligations for these services, references in this document to "Employer" shall also include and apply to any and all Subcontractors.

**Employment Contract:** A written agreement between an Employer/Subcontractor and an Employee, whereby the latter undertakes to work in the Employer's/Subcontractor's service, under the Employer's/Subcontractor's management and control, in return for Remuneration.

**Labour Department:** The relevant branch of the UAE Ministry of Human Resources & Emiratization that is in charge of labor affairs in the applicable Emirate of the UAE.

**NYUAD:** New York University Abu Dhabi. In cases where Tamkeen Abu Dhabi LLC is the signatory to a contract for work on the NYUAD Campus, "Tamkeen Abu Dhabi LLC" will replace "NYUAD" in references to the to the contracting party in this Supplier Code of Conduct.

**NYUAD Campus:** The grounds and buildings of New York University Abu Dhabi on Saadiyat Island, UAE.

**Personal Documents:** Personal documents include, but are not limited to, passports, Emirates identification cards, labor cards, health insurance cards, driver's licenses, bank cards (ATM, debit, or credit cards), birth certificates, marriage certificates, and other identity cards or documents issued by the UAE, an Employee's country of nationality, or other official body.

**Probationary Period:** The Probationary Period is the interval of time during which the Employer/Subcontractor, without notice or severance pay, may terminate an Employee's contract. Pursuant to UAE Law, the length of this period will not exceed six (6) months and, once successfully completed by an Employee, will be included in the calculation of the Employee's total period of service.<sup>63</sup>

**Recruitment Agency:** Any entity, broker, or other person or organization used to recruit Employees on the Employer's or the Subcontractor's behalf.

**Remuneration:** All compensation paid to the Employee on a regular basis in return for the work performed as agreed between Employer and Employee. This is the total amount earned in a pay period by an Employee, representing the sum of Basic Wage, Overtime payments, bonuses, allowances etc. minus any legally required deductions.

**Subcontractor:** Any third party that has entered into a legal agreement with an Employer to provide services on the NYUAD Campus via one or more of its employees. The term "Subcontractor" will include any sub-Subcontractor or other assignee retained by an Employer or, as applicable, by another Subcontractor.

**UAE:** United Arab Emirates.

**UAE Law:** The laws, decrees, and applicable regulations of, or in force in, the United Arab Emirates and/or Abu Dhabi.

<sup>63</sup> Title 3, Art. 37, UAE Federal Law No. 8 (1980)