

GLOBAL FRAMEWORK AGREEMENT

between

ASOS.com Limited

a company registered in England and Wales under company number 3584121 whose registered office is at Greater London House, Hampstead Road, London, NW1 7FB ("ASOS"); and

IndustriALL Global Union

an association registered in Switzerland whose registered office is at 54bis, Route des Acacias, 1227 Genève ("IndustriALL Global Union").

- Each a "Party" and together referred to as the "Parties" -

1. PREAMBLE

- 1.1 ASOS is an online fashion destination, selling womenswear, menswear, footwear, accessories, gifts and beauty products via the asos.com website to millions of young 'twenty something' fashion lovers in 231 countries and territories.
- 1.2 ASOS is committed to respecting, protecting and championing the human rights of workers engaged in the worldwide production of textiles, footwear and apparel. ASOS accepts responsibility to uphold the rights of workers and support transparency of the supply chain.
- 1.3 This Agreement recognises the crucial role that freedom of association and collective bargaining play in developing well-functioning industrial relations. Accordingly, it is appropriate to establish a framework for engagement with trade union organisations, which represent the workers within the textile, footwear and apparel supply chain.
- 1.4 IndustriALL Global Union represents 50 million workers in 140 countries worldwide through more than 600 affiliated trade unions including those organising workers in the textile, garment, footwear and leather industries. It is committed to defending the rights and interests of workers at the global, regional and sub-regional levels including through promoting international labour standards in global supply chains.
- 1.5 Through this Global Framework Agreement (hereinafter "Agreement"), ASOS and IndustriALL Global Union (hereinafter "the Parties") wish to formalise the collaboration which has developed over the recent years and to enter into a strategic partnership. The Parties to this Agreement understand that its primary purpose is to promote strong local governance of industrial relations at the point of production in the ASOS supply chain. They further acknowledge that strong local governance can only be achieved when workers in the supply chain have the right to freely associate and bargain collectively and that this is the only sustainable method by which fundamental workers' rights and decent work can be achieved and maintained.

2. Conventions and Standards

- 2.1 Both ASOS and IndustriALL Global Union shall recognise and undertake to collaborate to ensure the application of International Labour Organisation Standards (hereinafter "ILO") including the 1998 ILO Declaration on Fundamental Principles and Rights at Work, ILO Conventions and recommendations and other internationally recognised standards and conventions as laid out in Annex 1.
- 2.2 The Parties mutually agree, as stated in ASOS Supplier Ethical Code attached in Annex 2 hereto, that the conventions and standards mentioned in Annex 1 as well as relevant jurisprudence of the ILO shall solely apply vis-a-vis national laws in case these laws are less favourable to employees.

3. Scope

- 3.1 This Agreement covers workers employed by Suppliers contracted by ASOS to provide ASOS with products in its own label textile, footwear and apparel manufacturing supply chain.
- 3.2 The purpose of this Agreement is to establish a mutual relationship, which can facilitate freedom of association and collective bargaining as the preferred sustainable mechanism for implementing fundamental employment rights, and resolving labour disputes in Supplier factories in the ASOS supply chain. ASOS own label products are designed in-house and manufactured by third party suppliers and factories ("Suppliers"). ASOS maps and describes them as follows:

TERM	DEFINITION	EXAMPLE	STATUS
Tier 1	Main production sites	Factory which cuts, sews, finishes ASOS brand product and ships to ASOS	Fully mapped
Tier 2	Primary process subcontractors	Provider of one or more processes e.g. stitching, cutting, packing, quality control, warehousing	Partially mapped - completion 2017/18
Tier 3	Secondary process subcontractors	Provider of one or more processes e.g. printing, dyeing, laundry, embroidery	Partially mapped - completion 2017/18

- 3.3 Under the terms of this Agreement, ASOS recognises its obligations to workers for the conditions under which products are manufactured and that these obligations extend to all workers producing products for ASOS whether or not they are employees of ASOS. In order to meet these obligations, the signatories will observe and require their contractors, subcontractors, and principal Suppliers to observe the internationally recognised standards as set down in Annex 1 and 2 of this Agreement.
- 3.4 This framework Agreement is intended to facilitate the negotiation of detailed collective Agreements between local trade unions and all Suppliers to ASOS at national or other levels. It should serve as an important basis for developing a mature system of industrial relations within each company and throughout each company's supply chain. Accordingly, the requirements contained herein shall apply universally taking into account geographic location, industry sector and company size.
- 3.5 The terms of this Agreement shall apply equally to those workplaces within the scope of this Agreement where organisations, which are not affiliated to IndustriALL Global Union represent the workforce. IndustriALL Global Union and ASOS shall undertake to inform these organisations of the terms of this Agreement.
- 3.6 This Agreement applies to Suppliers of the ASOS brand label and any subsidiary brand label, which ASOS owns. It does not apply to third party brands, which are sold on the ASOS website.

4. Implementation / Structure and Organisation

- 4.1 The Parties to this Agreement acknowledge the central importance of freedom of association and collective bargaining as formulated in ILO conventions 87, 98, 135 and Recommendation 143 as essential to developing sustainable compliance in factories supplying ASOS. Freedom of association and collective bargaining provide workers with the tools to monitor and enforce their rights at work, and as such serve as a foundation upon which to build and ensure respect for other labour rights.
- 4.2 The Parties to this Agreement thus acknowledge that in the case of freedom of association, the task involves not only the creation of an environment in which workers and management understand workers' rights and how to exercise them, but also implement a set of policies and procedures to protect those rights and avoid abuse.

4.3 In conjunction with IndustriALL ASOS commits to:

- 4.3.1** Developing mechanisms involving IndustriALL Global Union affiliates and ASOS staff at country level to drive implementation of the agreement;
 - 4.3.2** Developing a strategy to develop an enabling environment for freedom of association and collective bargaining;
 - 4.3.3** Designing and implementing a worker hotline to ensure workers' access to remedy;
 - 4.3.4** Implementing a training programme for workers and factory managers, as well as Suppliers to create an enabling environment for freedom of association and build sustainable internal dialogue in factories;
 - 4.3.5** Jointly develop a methodology to periodically assess the impact of purchasing practices at the worker level of the supply chain;
 - 4.3.6** ASOS shall act as enabler of freedom of association through the requirement of its Suppliers to adopt a positive, open and collaborative approach towards the activities of trade unions;
 - 4.3.7** To facilitate the implementation of this Agreement ASOS shall disclose on a twice yearly basis the locations of its Suppliers to IndustriALL Global Union and any subsidiary brands which ASOS owns;
 - 4.3.8** ASOS commits to transparency of its sources both publicly and to IndustriALL Global Union;
 - 4.3.9** ASOS commits to disclosing any wholly owned subsidiary brands which are covered by the scope of this Agreement.
- 4.4** IndustriALL Global Union and its affiliates shall use this information solely to promote the terms of this Agreement and the development of social dialogue with those Suppliers in the ASOS manufacturing supply chain.
- 4.5** ASOS shall secure the translation of the Agreement into all relevant languages mutually agreed with IndustriALL Global Union.
- 4.6** Where no apparent mechanism for social dialogue is in place within parts of the supply chain, ASOS shall undertake to appraise the management and the employees against the terms of this Agreement. This could take the form of joint briefings and/or training (the providers and contents of which shall be determined by the Parties to this Agreement).
- 4.7** ASOS shall use its best efforts to grant IndustriALL Global Union and the local, national and regional trade unions affiliated thereto, physical access to Suppliers and factories within the ASOS supply chain. Access shall be provided based upon the mechanisms that both the management of IndustriALL Global Union and ASOS deem necessary. IndustriALL Global Union recognises and agrees that any union access to the premises of an ASOS Supplier is conditional on the prior consent of the ASOS Supplier. Consequently, the Parties agree that in the event IndustriALL Global Union or its affiliated unions want to meet with workers at the premises of an ASOS Supplier, IndustriALL Global Union or its affiliated unions shall ask ASOS to obtain the requisite consent from the Supplier.
- 4.8** In situations where it is not clear whether a particular practice constitutes a violation of the Agreement, relevant international labour standards of the ILO shall be used as reference points. When such situations are determined to exist, ASOS agrees to inform and consult IndustriALL Global Union.

5. Information and Access

Roles and responsibilities of The Parties:

- 5.1** The Parties to this Agreement shall establish and maintain procedures to communicate data and other information regularly regarding performance against the requirements of this Agreement, including, but not limited to, the results of management reviews and monitoring activities.
- 5.2** A joint group shall meet twice a year to review the implementation of this Agreement and any related issues. The members of this joint group shall consist of representatives of ASOS, IndustriALL Global Union including the Director of Textile, Garment, Leather and Shoe sector and as and when necessary, representatives from the relevant regions of IndustriALL Global Union. This group shall amongst other things:

- 5.2.1 Promote industrial relations best practice within the ASOS supply chain;
 - 5.2.2 Establish reporting mechanisms for violations of the terms of the Agreement as outlined in Annex 1 and 2;
 - 5.2.3 Define and refine methods for intervening and resolving disputes in the sector;
 - 5.2.4 Undertake research into specific issues;
 - 5.2.5 Oversee the development of Supplier policies on freedom of association;
 - 5.2.6 Oversee the development of training programmes;
 - 5.2.7 Define a country specific implementation process for this Agreement.
- 5.3 Both Parties commit themselves to contacting each other directly and immediately in cases where conflicts or violations of the Agreement arise, in order to seek a common solution.
- 5.4 IndustriALL Global Union undertakes to provide all of its relevant affiliates with details of this Agreement and will encourage its implementation throughout the ASOS supply chain, in conjunction with its affiliates and regional organisations;
- 5.5 IndustriALL Global Union shall conduct an annual impact assessment of the Agreement, and will establish procedures to ensure it brings benefits to the workers concerned, improves communications, helps avoid and resolve conflicts and promotes social dialogue.
- 5.6 The full potential of this Agreement relies on knowledge of its contents at ASOS, and with Suppliers and workers. The communication and training of the terms and meaning of this Agreement amongst these Parties is a joint responsibility of ASOS and IndustriALL Global Union.
- 5.7 Both IndustriALL Global Union, and ASOS shall undertake to promote the development of policy and training programmes on freedom of association.
- 5.8 ASOS shall cover the costs for the program implementation and meetings associated with this Agreement.

6. Registration and term of the Agreement

- 6.1 This Agreement comes into force from the date of this Agreement and will be reviewed within **2 years** of the date of this Agreement. Both Parties undertake actively to support its implementation, and declare their readiness to co-operate in preventing and remedying any contravention.
- 6.2 Questions concerning the interpretation of this Agreement shall be resolved through consultation between the signatories. Every effort will be made to find common agreement but where this is not possible the Parties to this Agreement shall in appropriate instances seek the expert advice of the ILO. The Parties shall mutually agree to abide by the final recommendations of the ILO.

Signed for and on behalf of **ASOS.COM LIMITED**

Signed for and on behalf of **IndustriALL Global Union**

London, 2 October 2017

London, 2 October 2017



Nick Beighton

Valter Sanches

Chief Executive Officer

General Secretary

ANNEX 1 – Conventions and Standards

[C.087 Freedom of Association and Protection of the Right to Organise Convention](#)

[C.098 Right to Organise and Collective Bargaining Convention](#)

[C.135 Workers' Representatives Convention](#)

[R.143 Workers' Representatives Recommendation](#)

[C.183 Maternity Protection Convention](#)

[C.100 Equal Remuneration Convention](#)

[C.111 Discrimination \(Employment and Occupation\) Convention](#)

[C.159 Vocational Rehabilitation and Employment \(Disabled Persons\) Convention](#)

[C.079 Night Work of Young Persons \(Non-Industrial Occupations\) Convention](#)

[C.138 Minimum Age Convention](#)

[C.142 Human Resources Development Convention](#)

[C.182 Worst Forms of Child Labour Convention](#)

[R.146 Minimum Age Recommendation](#)

[C.029 Forced Labour Convention](#)

[C.105 Abolition of Forced Labour Convention](#)

[C.026 Minimum Wage-Fixing Machinery Convention](#)

[C.131 Minimum Wage Fixing Convention](#)

[C.001 Hours of Work \(Industry\) Convention](#)

[C.014 Weekly Rest \(Industry\) Convention](#)

[R.116 Reduction of Hours of Work Recommendation](#)

[C.155 Occupational Safety and Health Convention](#)

[R.164 Occupational Safety and Health Recommendation](#)

[Universal Declaration of Human Rights](#)

[United Nations \(UN\) Convention on the Rights of the Child](#)

[OECD Guidelines for Multinational Enterprises](#)

[ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy](#)

[UN Guiding Principles on Business and Human Rights](#)

[OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector](#)

[UN Global Compact](#)

[UN Sustainable Development Goals](#)

ANNEX 2

[ASOS Supplier Ethical Code](#)