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## POLICY OF ENGAGEMENT

### Part 1 To the Management and Employees of Business Partners

#### A. Purpose

1. ASICS Corporation, its subsidiaries and its affiliates (hereinafter collectively referred to as "ASICS") require all of ASICS' suppliers (including manufacturers), (sub)contractors, intermediaries, commercial agents, consultants and other service providers (hereinafter collectively referred to as "Business Partners") to operate their business so that they meet the minimum requirements provided herein.

2. The minimum requirements provided herein are based on the "ASICS Spirit", "ASICS CSR Policy" and the "ASICS Global Code of Conduct", which are accessible on the ASICS corporate website [1] , and are in line with the Fundamental Conventions of the International Labor Organization(ILO) [2] and the Code of Conduct of the World Federation of the Sporting Goods Industry (WFSGI) [3] .

3. The major purposes of this Policy are:

(a) To inform Business Partners of these minimum requirements for the protection of the environment, the protection of human rights, the maintenance of a sound workplace including health and safety, the prevention of bribery and corruption, the prevention of the violation of antitrust and competition laws, and the protection of privacy; and

(b) To ensure that Business Partners comply with such minimum requirements at all of their facilities.

4. This Policy is one of the core documents regarding corporate responsibility at ASICS and establishes a substantial part of the criteria for selecting and retaining Business Partners. Business Partners should maintain all relevant documents necessary to demonstrate their compliance with this Policy, and submit these documents to ASICS upon ASICS' request, respecting applicable laws. Further, ASICS shall have the right to conduct, announced or unannounced, initial and follow up audits or shall have the right to have ASICS' designated independent monitors conduct such audits to determine if Business Partners comply with this Policy. Business partners are expected to follow non-retribution and non-retaliation principles, including all individuals that participate in individual or group interviews during such audits.

#### B. Standards (minimum requirements)

At a minimum, ASICS requires Business Partners to operate their business in accordance with the following standards:

##### 1. General Principle

Business Partners shall fully comply with all laws, regulations and administrative instructions (hereinafter collectively referred to as "laws") applicable to their business operations. Furthermore, Business Partners shall operate their business observing the requirements for approval of the establishment of their facilities as well as the safety requirements at their facilities.

##### 2. Environmental Standards

Business Partners shall comply with all the environmental laws applicable to their business operations.

Further, Business Partners shall operate their business with consideration on the environment and safety matters. Business Partners shall establish greenhouse gas emission reduction measures; sustainable procurement such as renewable energy; track environmental data; minimize pollution and reduce waste; make efficient use of resources such as water and raw materials, and reduce the emissions and the usage of hazardous substances.

### **3. Employment Standards**

With regard to the employment of any and all of their employees (hereinafter referred to as "Employees"), Business Partners shall comply with the following Standards:

#### **(1) Prohibition of Forced Labor:**

No Employee can be compelled to work through force, the threat of force or intimidation of any form. Business Partners shall be committed to the Employer Pay Principle [4] and Responsible Recruitment [5] practices to eliminate conditions that can lead to forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.

Employees should not bear the cost for their employment whether in the form of recruitment fees or other; should retain control of their travel documents and have full freedom of movement.

Furthermore, (migrant) workers should be informed of the basic terms of their employment prior to relocation (if applicable) and starting their position. Employees, especially migrant workers should receive copies of their labor contracts in their native language and should have access to grievance mechanisms that include a non-retaliation policy.

#### **Legally Binding Employment Relationship**

Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting arrangements,

renewal of temporary employment while the nature of employment relationship is permanent or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

Younger workers shall be given the opportunity to participate in education and training programmes.

#### **(2) Prohibition of Child Labor:**

Business Partners shall not employ any persons who are younger than 15 years old, or who are younger than the age for completing compulsory education in their country of employment where such age is equal to or higher than 15.

Young/Juvenile workers younger than 18 years old, shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety or morals."

#### **(3) Prohibition of Harassment and Abuse:**

Business Partners shall acknowledge that their Employees have the right to have a workplace free from physical, sexual, psychological or verbal harassment or abuse and Business Partners shall treat their Employees with respect and dignity.

#### **(4) Non-Discrimination:**

Business Partners shall not discriminate against the Employees in their employment conditions,

including recruitment, hiring and firing, opportunities for growth, development and promotions, selection of Employees for training, determination of wages and benefits, and disciplinary action on the basis of their creed, nationality, ethnic origin, religion, political opinion, age, gender, sexual orientation, gender identity, medical condition, physical or mental health.

#### **(5) Freedom of Association and Collective Bargaining:**

Business Partners shall recognize and respect the Employees' right to organize and join associations by their own choice, and to bargain collectively.

Business Partners shall, when the rights to freedom of association and collective bargaining are restricted by law, allow the development of parallel means of independent and free association and bargaining for all workers. Workers' representatives shall not be the subject of discrimination and shall have access to all workplaces necessary to carry out their representation functions. Business partners are expected to follow non-retribution and non-retaliation principles.

#### **(6) Compensation:**

Business Partners shall recognize that the Employees should be fully and fairly compensated for all of their working hours and be provided with a clear and written accounting for every pay period.

Compensation including secondary and other benefits should provide Employees with earnings sufficient to meet their basic needs, as well as some discretionary income.

Business Partners shall pay the Employees at least

- a) the minimum wage required by the applicable laws or
- b) the prevailing wage in the industry, whichever higher.

In addition to their compensation for regular hours of work, the Employees shall be compensated for overtime work at least at the premium rate required by applicable laws or, in the countries where such laws do not exist, at a rate of no less than 25% over their normal hourly compensation.

At a minimum, Business Partners shall provide all the legally required benefits to all of their Employees.

Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted. Legal deductions shall never constitute an amount that will lead the employee to receive less than the minimum wage.

#### **(7) Hours of Work and Overtime:**

Business Partners shall not ask their Employees to work in excess of sixty (60) hours per week (this number is the sum of regular working hours and overtime working hours) or the maximum working hours stipulated by the applicable laws, whichever shorter.

Even when it is allowed to work in excess of sixty (60) hours per week under the applicable laws, the work exceeding sixty (60) hours is permitted only in extraordinary business circumstances as pre-defined by the employer and agreed in writing by ASICS. Business Partners shall grant their Employees:

- a) at least twenty-four (24) consecutive hours off in every seven day period,
- b) paid annual leave required according to the applicable laws, and

c) the ability to voluntarily perform overtime work and the reassurance that there will not be any form of retribution in case overtime cannot be performed by the individual(s).

#### **(8) Health and Safety:**

Business Partners shall provide a safe and healthy working environment, including but not limited to adequate lighting, temperature control and air ventilation systems.

Business Partners shall provide training to their Employees periodically, promote best practices with regard to occupational health and safety practices while taking into account specific hazards associated with the industry and facility set up.

Further, Business Partners shall provide Personal Protective Equipment (PPE) to their Employees free of charge.

Business Partners employees shall have access at all times to adequate, hygienic sanitary facilities. When Business Partners provide residential facilities (dormitories) to their Employees, the same standards should be applied.

#### **4. Standards for Anti-Bribery and Anti-Corruption**

Business Partners shall comply with all applicable anti-bribery laws and anti-corruption laws, and shall never engage in bribery and corruption. In particular, Business Partners who deal with governments or government officials need to be extremely careful not to give rise to suspicions that they might engage in bribery or corruption.

As a result, gifts, hospitality, facilitation payments and kickbacks will be prohibited. Business Partners shall recognize that anti-bribery and anti-corruption laws may be applied internationally.

#### **5. Standards for Antitrust and Competition**

Business Partners shall comply with all applicable antitrust and competition laws. To fully comply with these laws, Business Partners shall recognize that the following activities are strictly prohibited or restricted in most countries and that they are expected to avoid such activities or, at least they are required to consult their legal department or external advisors in advance:

- a) Making contracts or arrangement of price fixing with competitors;
- b) Making contracts or arrangements of market sharing or customer sharing with competitors;
- c) Making contracts or arrangements with competitors not to enter into a business relationship with another business entity;
- d) Setting a price which is lower than costs in order to throw competitions from market; and
- e) Advertising that belittles others' products, etc.

Business Partners shall recognize that antitrust and competition laws may be applied internationally.

#### **6. Standards for Privacy Protection**

Business Partners shall comply with all applicable laws on privacy protection. Business Partners shall acknowledge that leakage and abuse of private information is harmful to business and society, and that it deprives people of trust and confidence in the company.

## **Part 2 To the Management of Business Partners**

### **A. Publicity**

Business Partners shall exert their best effort to have their Employees understand this Policy by informing the Employees of this Policy orally, or by distributing or displaying a written copy of Part 1 of this Policy, which is translated into the local languages spoken by the Employees, at a conspicuous place in the facilities. In the case where information of this policy is provided orally, the Employees are entitled to receive a written copy of Part 1 of this Policy from Business Partners upon their request. ASICS strongly encourages its business partners to create their own behavioral code based on ASICS Policy and to periodically train employees on its contents and applicability.

### **B. Breach of this Policy**

In the event that Business Partners breach any of their obligations stipulated in this Policy, ASICS may, at its discretion,

- a) order such Business Partners to cure the breach immediately; and/or
- b) terminate the contract between ASICS and such Business Partners.

However, if otherwise agreed between ASICS and Business Partners in an individual contract in writing, such agreement prevails.

### **C. Liability and Indemnification**

Business Partners are liable for any and all damages, losses, costs or expenses that ASICS, its employees, its officers and its directors may suffer arising out of or in connection with the breach of this Policy by Business Partners.

Further, Business Partners must indemnify and hold harmless ASICS, its employees, its officers and its directors from and against any and all claims, suits, demands, proceedings, damages, losses, costs or expenses arising out of or in connection with the breach of this Policy by Business Partners.

### **D. Protected Disclosure (Whistle-blowing)**

Business Partners, its employees, its officers and its directors, may report to ASICS Global Whistle-blowing Line with respect to any illegal, unacceptable, undesirable conducts, or concealment of such conduct, by ASICS. Business Partners, its employees, its officers and its directors, who reported to ASICS' Global Whistle-blowing Line are protected against any disadvantageous treatment by ASICS because of the said report.

The details of ASICS Global Whistle-blowing Line are displayed on the ASICS website [6]

I, as a duly authorized representative, have read, fully understood and accepted all of this Policy (both Part 1 and Part 2), accordingly sign below.

[Company Name]

[Sign]

[Name]

[Title]

[1] <https://corp.asics.com/en/csr>

[2] <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

[3] <https://www.wfsgi.org/sites/default/files/inline-files/WFSGI%20Code%20of%20Conduct%202016.pdf>

[4] <https://www.ihrb.org/employerpays/the-employer-pays-principle>

[5] [https://www.aafaglobal.org/AAFA/Solutions\\_Pages/Commitment\\_to\\_Responsible\\_Recruitment](https://www.aafaglobal.org/AAFA/Solutions_Pages/Commitment_to_Responsible_Recruitment)

[6] <https://corp.asics.com/en/p/global-policy-on-protected-disclosure-whistleblowing>

#### Connect With Us



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