

# SUPPLIER CODE OF CONDUCT

## 1. Introduction

As a valued partner, we look forward to a mutually positive and productive business relationship. We have created this Supplier Code of Conduct to better assist you in working with Grand Canyon Education, Inc. ("Company").

Suppliers, along with Supplier's employees, agents, and sub-contractors that supply products and/or services to Company ("Supplier" or "Suppliers") are expected to adhere to this Supplier Code of Conduct of conduct for all dealings with Company as well as fully comply with all applicable laws and to adhere to internationally recognized human rights as well as environmental performance and labor practices. If applicable, Suppliers shall be committed to performing the functions as specified in an executed agreement, purchase order, or other documentation agreed to between Supplier and Company and act with honesty, integrity, diligence, political neutrality and accountability and to avoid conflicts of interest, both real and apparent. This policy is guided by international human rights principles encompassed by the UN Universal Declaration of Human Rights and UN Guiding Principles on Business and Human Rights.

## 2. Terms and Conditions

Acceptance of the Supplier Terms and Conditions ("T&Cs") that may be found at [gce.com/procurement.html](http://gce.com/procurement.html) takes place when either of the following occurs: (a) Company receives an acknowledgement of an order properly executed by any Supplier or its agent; or (b) Supplier delivers to Company the products and/or services ordered by Company (the "Products" and/or "Services").

## 3. Core Values

Company shares the common goal of each university partner to improve lives through higher education and to champion student success while keeping tuition accessible for all socioeconomic students to ensure the legacy of the institution for generations to come. Company provides innovative educational learning solutions that promote student success and institutional growth in accordance with the guiding principles and ideals of the Christian faith. Company models' behaviors for employees to practice in their professional lives by conducting business with integrity, believing in our mission and values, and treating all with respect and dignity. All Company employees and Suppliers have the responsibility to work together for the common good of the community and residents. Suppliers must behave in a manner that is both ethically responsible and accountable at all times in upholding the public's interest.

## 4. Principals of Our Ethical Business Practice

- Respect the lives, rights, privacy, and property of others.
- Avoid all conflicts of interest in decisions that Company determines or influences as outlined in Company's supplier gift policy.
- Disclose any conflicts or potential conflicts of interest to the Director of Procurement.
- Conduct duties and business relationships in an honest, fair, and responsible manner.
- Sustain a culture in which ethical conduct is valued and recognized.
- Endorse accessibility and provide products and services in a manner that respects the independence and dignity of persons with disabilities.
- Maintain safe, healthy, and secure work environments.
- Sustain responsible trading practices with all Suppliers to promote decent, legal, and humane working conditions.
- To use resources, material, and energy as efficiently and responsibly as possible in the provision of products and services.
- Foster a business environment that encourages open communication and seeks out, listens, and responds to the ideas and concerns of stakeholders.
- Behave in a manner that is always both ethically responsible and accountable in upholding the public interest and withstanding public scrutiny.
- Provide timely, full, and true disclosure of material information, both financial and non-financial, concerning the business and affairs of Company to the public.
- Manage compliance with this Supplier Code of Conduct as any other critical business activity.
- Comply with applicable laws and Company policies and procedures.

# SUPPLIER CODE OF CONDUCT

## 5. Environmental, Social, and Governance (ESG)

### a) Environmental

- i. Suppliers shall: a) comply with all applicable environmental, occupational health and safety regulations and international conventions on environmental standards, b) promote the safe and environmentally sound development, manufacturing, transport, use and disposal of Suppliers products, c) ensure by using appropriate management systems that product quality and safety meet the applicable requirements, d) protect Suppliers' employees' and neighbors' life and health, as well as the general public at large against hazards inherent in Suppliers processes and products, e) use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water and soil, f) minimize Supplier's negative impact on biodiversity, climate change and water scarcity to protect the livelihood of people, and g) prohibit unlawful eviction and unlawful taking of land, forests and waters.

### b) Social

- i. The Supplier will endorse accessibility and ensure the needs of those with disabilities are accommodated, recognizing the use of assistive devices, support persons, service animals, availability of documents and notices in alternative formats and applicable accessibility training. The Supplier shall require all applicable personnel (including those of its sub-contractors) to fulfill accessibility training requirements.
- ii. Suppliers and Supplier's sub-contractors shall treat all people with respect and dignity. No one shall be subject to any form of abuse. The Supplier must abide by State and Federal employment laws which prohibit discrimination based on the following grounds:
  - Race/Color
  - Sex (Includes pregnancy and gender identity)
  - Sexual orientation
  - National origin/Ethnic origin/Ancestry
  - Age
  - Marital/Family status (Including same-sex partners)
  - Citizenship
  - Record of offenses (In employment only)
  - Receipt of public assistance (In accommodation only)
  - Creed (Religion/Beliefs)
  - Disability/Handicap

Discrimination includes differential treatment of an employee, potential employee or other persons based on prohibited grounds as set out in The Civil Rights Act of 1968. Suppliers shall be expected to adhere to the Non-discrimination and Anti-Harassment Policy and Complaint Procedure that may be found at [gce.com/procurement.html](http://gce.com/procurement.html), adhere to additional Company policies and not engage in behaviors that constitute harassment. Harassment can present itself in many forms including but not limited to unsolicited remarks made deliberately or repeatedly, questions, suggestions or decisions based on prohibited grounds of discrimination:

- Suppliers will not engage in a course of vexatious comments or conduct against an employee in the workplace that is known or ought reasonably to be known to be "unwelcome."
- Suppliers will not engage in any unwelcome remarks, jokes, innuendos or taunting about a person's racial, ethnic, or religious background, color, place of birth, citizenship, ancestry, or any other prohibited ground.
- Suppliers will not display or engage in racist, derogatory, sexually suggestive, or other offensive pictures or materials.
- Suppliers will not engage in unwelcome remarks or jokes about a person's body, attire or gender, leering, unnecessary physical contact, any unwelcome sexual solicitation or advance, or reprisal or threat of reprisal for the rejection of a sexual solicitation or advance.

# SUPPLIER CODE OF CONDUCT

- iii. Company expects Suppliers to provide healthy and safe workplaces and comply with relevant health and safety laws. Company expects Suppliers to provide all of Supplier's employees with adequate information and instruction on health and safety concerns and to enable Supplier's employees to meet Supplier's responsibilities for the maintenance of a healthy and safe workplace. Suppliers and Supplier's sub-contractors will:
  - Provide Supplier's employees with safe and healthy work environments which, as a minimum standard, is in compliance with applicable state and local health and safety laws and regulations.
  - Take adequate steps to prevent accidents or injuries to health arising out of, associated with, or occurring in the course of work.
  - Ensure that any living facilities provided for personnel are safe and clean and meet the basic needs of personnel.
  - Provide health and safety training appropriate for Supplier's industry.
  - Ensure that all equipment and tools, including personal protective equipment are in proper working condition, maintained and certified.
  - The Supplier will ensure employees are free to express their concerns about workplace conditions without fear of retribution of losing their jobs.
  - Suppliers will employ employees who are, in all cases; present voluntarily, not put at risk of physical harm due to their work environment, fairly compensated, and allowed the lawful right of free association.
  - Suppliers will not use corporal punishment or other forms of mental or physical coercion.
- iv. In accordance with Company's commitment to providing a smoke-free environment for its employees and the general public accessing Company facilities, smoking is strictly limited to outdoor smoking areas that are designated by Company.
  - Smoking is not permitted in any area within twenty (20) feet of an entrance or exit to a facility, which is owned or leased, in whole or in part, by Company.
  - Smoking includes the smoking or holding of lighted tobacco or lighted herbal material, and the use or holding of electronic smoking devices (cigarettes, cigars, electronic cigarettes, hookah pens, vape pipes, etc.).
  - For more information see Company's Smoking and Tobacco Use that can be found at [gce.com/procurement.html](http://gce.com/procurement.html)
- v. Company supports the use of online communications to enhance customer service and leverage Company's brand. Suppliers will ensure that any communication via social media platforms is conducted on behalf of Company in a manner that is consistent and respectful to Company practices regarding to confidential information and intellectual property.
- vi. Suppliers and Supplier's sub-contractors will:
  - Not use or be under the influence of illegal drugs or impaired by alcohol or prescription drugs while conducting business or services for, or on behalf of, Company at work.
  - Allow adequate time for the body to remove all alcohol or other drugs from the bloodstream before coming to work or assuming job responsibilities on behalf of Company
- vii. Company does not tolerate behavior that is violent, threatens violence, harasses, or intimidates others, or disrupts the workplace or the academic environment. Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee, customer, visitor, or business associate is prohibited conduct and will not be tolerated. Company treats threats coming from an abusive personal relationship as it does other forms of violence. For purposes of this policy:
  - A threat includes any verbal, written or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive action.
  - Violence includes attempting to or exercising, physical force by a person against an employee in a workplace that causes or could cause physical injury, or a statement or behavior that is reasonably interpreted as a threat to exercise physical force that could cause physical injury to an employee.
  - Domestic Violence includes a person who has a personal relationship with an employee- such as a spouse or former spouse, current or former intimate partner or a family member- who may physically harm, threaten or attempt to physically harm the employee while at work.
  - Workplace includes the working environment and any place employment-related activities are conducted on behalf of Company, including business travel, work-related social gatherings or any other location that may have a subsequent impact on the workplace.

# SUPPLIER CODE OF CONDUCT

- viii. Suppliers will at a minimum, provide minimum wages, working hours, and benefits that comply with applicable state and local laws Employment and Labor Laws and ensure compensation of a living wage according to local living conditions. Pay employees and provide employees with clear, written accounting of hours worked, deductions and regular and overtime wages in a language they can understand.
- ix. Suppliers shall uphold the freedom of association and the right to collective bargaining in accordance with applicable laws.
- x. Child labor is prohibited. Company does not wish to encourage the use of products that have been made in countries where children are used as slave labor or other exploitive circumstances, which impede child development. Suppliers will not use any form of forced or slave labor, including prison labor, indentured labor, bonded labor, military labor, modern forms of slavery and any form of human trafficking (in accordance with the International Labor Organization (ILO)).

## c) Governance

- i. Suppliers abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.
- ii. Suppliers consider business integrity as the basis of business relationships.
- iii. Suppliers prohibit all types of bribery, corruption, and money laundering.
- iv. Suppliers forbid gifts to private persons or public officials that aim to influence business decisions or otherwise encourage them to act contrary to Supplier's obligations.
- v. The nature of the gifts or entertainment must not, by their quality, quantity, or timing, be used by Suppliers to gain improper advantage or preferential treatment. Company expects that Suppliers will maintain appropriate records of exchanges of gifts and entertainment with our employees. For more information, see Company's Supplier Gift Policy that may be found at [gce.com/procurement.html](http://gce.com/procurement.html)
- vi. Suppliers respect the privacy and confidential information of all Supplier's employees and business partners as well as protect data and intellectual property from misuse.
- vii. Suppliers implement an appropriate compliance management system, which facilitates compliance with applicable laws, regulations, and standards.
- viii. Suppliers establish training measures to allow Suppliers' managers and employees to gain an appropriate level of knowledge and understanding of the content of this Supplier Code of Conduct, the applicable laws and regulations and recognized standards.
- ix. Company expects its Suppliers to respect our employees who are duty-bound to comply with the Employee Code of Conduct guidelines regarding gifts, entertainment, and travel. Company expects its employees to treat all Suppliers – or those seeking to do business – with honesty, integrity, and respect. In conducting business on behalf of Company, employees are bound by the Employee Code of Conduct. Employees must never be put in a position where personal or financial incentives or interests may impair their judgement and ability to make decisions in the best interest of Company. It is never acceptable for any employee to pay or accept any bribe, kickback or other unlawful payment or benefit to secure any concession, contract, or other favorable treatment.

## 6. Sub-Contractors

Suppliers will certify that Supplier's sub-contractors of materials or finished products used in the manufacture of finished products for Company comply with product and service specifications provided or promised and comply with this Supplier Code of Conduct.

It is important for Company to know the locations of where the work will be performed, or products sourced, and the parties involved in the provision of the services. Suppliers must manage Supplier's sub-contractors to ensure it complies with contractual obligations with Company and with this Supplier Code of Conduct and provide evidence of such monitoring upon request.

# SUPPLIER CODE OF CONDUCT

## 7. Products and Services

Suppliers will supply only products and/or services that comply with Company's specifications and comply with all applicable legal requirements. Suppliers will supply only products and/or services that, when used as intended, are safe for employees, consumers, and the environment. Suppliers will cooperate fully with Company and take appropriate steps, including notification of Company's stakeholders and public product recalls, to address any health, safety, environmental or regulatory issues associated with Supplier's products and/or services.

Company will determine the frequency and extent of the assessments and ongoing monitoring. Consistent with standard industry practice, all costs associated with the assessments and ongoing monitoring will be borne solely by the Supplier. Suppliers will allow Company and/or any of its representatives reasonable and timely access to its facilities and to its relevant records at all times.

## 8. Invoicing / Accounts Payable

All Suppliers providing products or services to Company in the normal course of the Supplier's business are required to provide an acceptable invoice. A statement is not an appropriate documentation. Payment processing may be delayed if invoices have missing or incorrect information.

Supplier shall invoice Company monthly, in arrears for the services provided to Company. If applicable, Supplier must reference Company's purchase order number or budget account number on all invoices or a delay in payment may occur. Supplier is required to submit all corresponding invoices in a timely manner directly to Accounts Payable within seven business days from shipment or service completion, as instructed on the purchase order. Under no circumstances shall Supplier invoice Company for the Products or Services properly provided/rendered more than ninety days following the date the Products or Services were completed. Any amounts not invoiced during that time shall be null and void and Company shall have no liability for invoices submitted to Company following the expiration of such ninety-day period. Invoices can be e-mailed directly to Company's Accounts Payable Department at [accounts.payable@gce.com](mailto:accounts.payable@gce.com). Supplier shall ensure that its invoices contain the information required by and are submitted in accordance with the procedures set out in Company Supplier Invoicing Requirements. Any credit notes which are issued should follow the same format and submission requirements as for invoices.

For more information, see Company's Supplier Invoicing Requirements that may be found at [gce.com/procurement.html](http://gce.com/procurement.html)

## 9. Confidentiality and Privacy

Suppliers will not disclose to others or use for Supplier's own purposes or the purposes of others any trade secrets, confidential information, knowledge, designs, data, skill, or any other information which Company presents to the Supplier as confidential. Suppliers will respect the privacy of personal information Supplier collects, uses or discloses as a consequence of Supplier's business relationship with Company. Confidential business and personal information must be protected in accordance with State and Federal laws, including, but not limited to, the Data Protection Act and the Family Education Rights and Privacy Act (FERPA).

Sensitive information must be protected against theft, loss, destruction, unauthorized access or misuse. If Suppliers are aware of any attempt to obtain sensitive information by unauthorized means or misuse of such information, Suppliers must advise Company representative as defined in Supplier's contract. When discussing business matters, Supplier's surroundings must be considered. Conversations in public places should be limited to information that is non-confidential and does not include references that could identify a person or situation. Suppliers and Supplier's employees are to consider, at all times, how Supplier's actions and words impact upon the interests of Company.

## 10. Supplier Performance

Company will manage Supplier performance on a regular basis as part of the contract management process. The Supplier will have regular meetings to update Company on the status of the project. This may include a Supplier performance scorecard which will document the Suppliers progress as well as the criterion and provide a rating that will be documented and will be managed through to the completion of the project or task. Company will issue a final Supplier report for the project, and if necessary, will issue a non-performance which may result in a Supplier being banned to bid on future Company work.

# SUPPLIER CODE OF CONDUCT

## **11. Implementation, Compliance, and Violation of this Supplier Code of Conduct**

Company expects all its Suppliers to respect and to actively do Supplier's utmost to achieve Company's standards and the standards established for Suppliers as outlined in this Supplier Code of Conduct. Suppliers may acknowledge the principles stated above or demonstrate Suppliers' commitment via compliance with Supplier's own code of conduct or company policies that embrace these standards. Company reserves the right to conduct audits or assessments to ensure Suppliers compliance and will take appropriate steps regarding Company's relationship with the Supplier if there is a reason for concern.

Company believes in cooperation and is willing to work with its Suppliers to improve performance where necessary. Company reserves the right to ask for proof of compliance with this Supplier Code of Conduct and all applicable labor, health, safety, and environmental laws, and may inspect working conditions, at any time (or request independent verification of compliance) at the Supplier's expense. Assessments may include a review of relevant Supplier records as well as inspection of the facility for compliance with this Supplier Code of Conduct.

Violations of this Supplier Code of Conduct should be reported to the Company as soon as possible by contacting the Company's Corporate Counsel, Internal Audit Department, whistleblower hotline (found at <https://investors.gce.com/corporate-governance>). In response to every report made in good faith of conduct potentially in violation of this Supplier Code of Conduct, Company will undertake an effective and thorough investigation, and if improper conduct is found, Company will take appropriate disciplinary and remedial action. Where, it has been determined by Company that a violation of this Supplier Code of Conduct has occurred; it may result in, but is not limited to, any one of the following:

- Coaching/Training
- Verbal or written warnings
- Suspension
- Discontinue any relationship (Termination)
- Banned from future Company contracts
- Removal from volunteer positions with Company where appropriate
- Notification sent to professional associations

Suspension or termination due to a violation of this Supplier Code of Conduct shall take precedence and supersede any other written agreement between a Supplier and Company.

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