



*Responsible Jewellery Council*

# CODE OF PRACTICES

NOVEMBER 2013

# THE RESPONSIBLE JEWELLERY COUNCIL

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The Responsible Jewellery Council (RJC) is a not-for-profit standards setting and certification organisation founded in 2005.

*Our vision is a responsible world-wide supply chain that promotes trust in the global fine jewellery and watch industry.*

## ABOUT THIS STANDARD

This Standard (S001\_2013) defines responsible ethical, human rights, social, and environmental practices, applicable to all RJC Members throughout the Diamond and/or Gold and/or Platinum Group Metals Jewellery supply chain.

This is a 'living document' and the RJC reserves the right to revise this Standard based on implementation experience and emerging good practice. The version posted on the RJC website supersedes all other versions. To verify this document is current, please visit: [www.responsiblejewellery.com](http://www.responsiblejewellery.com)

## DISCLAIMER

No guarantee, warranty or representation is made as to the accuracy or completeness of the Standard and other documents or information sources referenced in the Standard. Compliance with the Standard is not intended to, nor does it replace, contravene or otherwise alter the requirements of any applicable national, state or local governmental statutes, laws, regulations, ordinances, or other requirements regarding the matters included herein.

Please note this Standard gives general guidance only and should not be regarded as a complete and authoritative statement on the subject matter contained herein.

Compliance with the Standard by non-members is entirely voluntary and is neither intended to, nor does it create, establish, or recognise any legally enforceable obligations or rights against the RJC and/or its members or signatories. The Standard does not create, establish, or recognise any legally enforceable obligations of the RJC and/or its member or signatories to non-members. Non-members shall have no legal cause of action against the RJC and/or its members or signatories for failure to comply with the Standard.

## INQUIRIES OR FEEDBACK

The RJC welcomes inquiries and feedback on this Standard:

Email: [info@responsiblejewellery.com](mailto:info@responsiblejewellery.com)

Contacts: [www.responsiblejewellery.com/contact-us](http://www.responsiblejewellery.com/contact-us)

*The Responsible Jewellery Council is a trading name of the Council for Responsible Jewellery Practices Ltd, which is registered in England and Wales with company number 05449042.*

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## A Background

The Responsible Jewellery Council (RJC) is a not-for-profit organisation that has been established to promote responsible ethical, social and environmental practices, which respect human rights, throughout the Diamond, Gold and Platinum Group Metals Jewellery supply chain, from mine to retail. In 2012, RJC became a Full Member of the ISEAL Alliance, the global association for sustainability standards.

The RJC Certification process results in improvements to RJC Members' management systems and business practices, leading to improvements to their own social and environmental performance, and providing assurance to stakeholders that responsible business practices are being followed. These outcomes will have a beneficial effect on underlying social, human rights, ethical and environmental conditions found within the jewellery supply chain in general, providing positive impacts for workers, communities, business partners, the environment and broader stakeholders. These impacts will increase through continuing growth of Certified Members of the RJC, supported by the 'role model' effect of RJC Certification that demonstrates and promotes responsible practices to other supply chain participants.

Through training and guidance, the RJC aims to encourage and support as many businesses as possible in the jewellery supply chain to achieve Certification against the Code of Practices, regardless of what conditions may have been present for those businesses prior to certification. This approach is based on the premise that the greatest opportunities for aggregate positive change to social, human rights, ethical and environmental conditions in the jewellery supply chain can be realized through widespread uptake of an international standard that encourages continual improvement. The requirements of the Code of Practices should therefore be seen as minimum not maximum standards and Members are encouraged to continue to seek ways to improve performance.

## B Purpose

The Code of Practices is the RJC Standard which defines responsible ethical, human rights, social, and environmental practices for businesses in the Diamond, Gold and/or Platinum Group Metals Jewellery supply chain. The objectives of the Code of Practices are to:

- Provide a common standard for RJC Members that builds on international standards for responsible business practices.
- Set out the mandatory expectations for the establishment, implementation and maintenance of policies, procedures and practices in order to manage issues within a Member's control.
- Establish provisions that can be independently audited to provide objective evidence for the granting of RJC Certification.
- Drive improvement of business practices for the Diamond, Gold and Platinum Group Metals Jewellery supply chain.

## C Scope

The RJC Code of Practices is a Standard that is applicable to RJC Commercial Members, against which Members are certified through independent verification by RJC Accredited Auditors. The scope of the Code of Practices is defined by the following core elements and objectives for RJC Members and ultimately the jewellery supply chain as a whole:



**General requirements:** To improve legal and regulatory compliance, reporting, and promotion of responsible business practices to Business Partners.



**Responsible Supply Chains and Human Rights:** To increase the use of due diligence in supply chains of Diamonds, Gold and Platinum Group Metals in order to support respect for human rights, community development, anti-corruption efforts, and to manage sourcing risks.



**Labour Rights and Working Conditions:** To increase the level of compliance with international labour conventions and the implementation of responsible working conditions in the Jewellery supply chain.



**Health, Safety and Environment:** To ensure implementation of responsible practices for health, safety and environmental management.



**Gold, Diamond and Platinum Group Metal Products:** To ensure use of appropriate disclosure and controls for information about Diamond, Gold and Platinum Group Metal Products, including to consumers.



**Responsible Mining:** To increase the implementation of responsible exploration and mining practices, as the starting point for the supply of Diamonds, Gold and Platinum Group Metals for Jewellery Products.

## D Status and Effective Date

This is the 2013 Version of the RJC Code of Practices, which was approved by the RJC Board on 12 November 2013 and is applicable from the date of publication. The first Code of Practices was formally adopted by the RJC Board in 2008. An expanded version was approved by the RJC Board in 2009 to incorporate additional mining-specific standards. The 2013 version is the outcome of the first formal revision, and takes account of evolving standards and stakeholder feedback.

RJC has allowed a transition period between the 2009 version and 2013 version of the Code of Practices, to acknowledge the planning work that goes into a certification process and the potential impact of a Member's individual certification deadline. Current certification against the 2009 Code of Practices will still be effective for the remainder of their certification period and re-certification will not be required until the expiry of the period.

### New Certifications and Re-Certifications by Date

**1 January 2014 to 31 December 2014** RJC will accept new certifications and re-certifications against either the 2009 or 2013 Code of Practices. Members that join the RJC from 1 January 2014 should only use the 2013 Code of Practices. The COP version used for each Member's certification will be noted on the RJC website.

**From 1 January 2015** RJC will only accept new certifications and re-certifications against the 2013 Code of Practices.

## E Standards Development

Development of this Standard has been underpinned by formal and transparent stakeholder consultation processes and public comment periods, with consensus on the final Standard overseen by the RJC multi-stakeholder Standards Committee. The RJC is sincerely grateful for the time, expertise and valuable input of the many individuals and organisations who contributed to this Standard.

The RJC conducts standards development in conformance with the ISEAL Code of Good Practice for Setting Social and Environmental Standards (P005\_2010). More information on the RJC's Standards Development processes can be found at: [www.responsiblejewellery.com/standards-development/](http://www.responsiblejewellery.com/standards-development/)

Standards harmonisation is a key objective of the RJC. Related initiatives referenced in the development of the Code of Practices are referred to at the end of this document and in the Standards Guidance.

## F Application

RJC Commercial Members are required to operate their businesses according to the Code of Practices. Application of the Code of Practices by non-RJC Members is voluntary.

The Code of Practices is designed for international application to all of the following types of Facilities and business activities:



### Exploration and Mining

- Exploration and/or development of Diamonds and/or Gold and/or Platinum Group Metals
- Mining of Diamonds and/or Gold and/or Platinum Group Metals



### Jewellery manufacturing

- Diamond and/or Gold and/or Platinum Group Metals Jewellery manufacturing and/or wholesaling;



### Diamond supply chain

- Production of Synthetic, or laboratory-grown diamonds;
- Diamond trading and wholesaling;
- Diamond cutting and polishing;



### Jewellery retailing

- Diamond and/or Gold and/or Platinum Group Metals Jewellery retailing, including sales using the internet;



### Precious metals supply chain

- Refining and alloying of Gold and/or Platinum Group Metals;
- Trading or hedging of Gold and/or Platinum Group Metals;



### Service industries

- Diamond and/or Gold and/or Platinum Group Metals service industries, such as gemmological laboratories, assayers and secure transport providers.

## F *Application (cont)*

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RJC Membership is not open to consultants, advisors and auditors, and the scope of application of the Code of Practices does not include these activities.

Records used as objective evidence for implementation of provisions in the Code of Practices should be kept for a minimum of 3 years (the maximum Certification Period) or longer as required by Applicable Law. Note that for the first Certification Audit, records and evidence from the previous 12 months will be required. The requirements of the Code of Practices relate to current business practices and do not apply retrospectively.

## G *Certification Scope*

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The choice of what parts of a business joins RJC as a Member and seeks Certification is an individual business decision. However once joined as a Member, RJC has clear rules that each Member's Certification Scope must include all the Facilities that they own or Control; and which actively contribute to the Diamond and/or Gold and/or Platinum Group Metals Jewellery supply chain. Additional guidance on RJC's rules for Members' Certification Scope is included in the RJC Assessment Manual.

Before granting Certification, each Member's Certification Scope is reviewed by Auditors, documented in the Audit Report and checked by the RJC. Each Member's Certification Scope is then published on the RJC website. Stakeholders are encouraged to contact RJC if they believe there are omissions or misrepresentations. RJC will use the Complaints Mechanism to investigate these concerns (see section L for more information).

## H *Certification Steps*

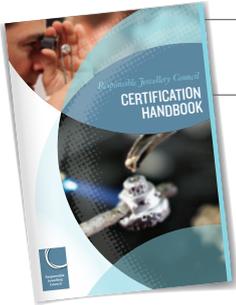
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The steps for RJC Member Certification are as follows:

- The Member carries out a Self Assessment of conformance with the Code of Practices, to prepare for an independent third party audit.
- The Member requests a Certification Audit from an RJC Accredited Auditor. Accredited Auditors are required to have internal systems in accordance with ISO17011, have relevant experience, and have completed mandatory training on the RJC Code of Practices.
- During the Certification Audit, the Auditor verifies the Member has systems in place that conform to the Code of Practices. Non-conformances will be noted and the Member will be directed to address them. Critical breaches will result in the initiation of disciplinary proceedings for the Member.
- Based on the Audit Report, the RJC can grant Member Certification to the Member for 3 years (with no or only Minor Non-Conformances) or 1 year (any Major Non-Conformances, subject to Corrective Action Plans agreed with the Auditor). RJC reviews all Audit Reports for completeness and clarity, and follows up with Auditors where required, before granting Certification.
- After a Certification Period of 1 year, a re-Certification Audit is required to demonstrate corrective action in order to renew Member Certification.
- For a Certification Period of 3 years, the Auditor may determine that a Mid-Term Review of the Certified Member be conducted within 12-24 months to verify that systems are working effectively during the Certification Period. Criteria are contained in the RJC Assessment Manual.
- After a Certification Period of 3 years, a re-Certification Audit is required to renew Member Certification and the process recommences.

## Supporting documents

The following documents provide supporting information to assist with implementing the Code of Practices and the certification process:



### RJC CERTIFICATION HANDBOOK (G001\_2013)

An overview of RJC Member Certification and the steps required to achieve it;



### STANDARDS GUIDANCE (G002\_2013)

Guidance on each of the provisions in the Code of Practices;



### ASSESSMENT MANUAL (T001\_2013)

Instructions for Members and Auditors on how to complete Self Assessments (Members) and Certification Audits (Auditors).



### ASSESSMENT WORKBOOK (T003\_2013)

A Workbook that can be used for Self Assessments and Certification Audits which includes assessment questions and examples of objective evidence in an Excel spreadsheet. Other supporting Toolkits for risk assessment and human rights due diligence are also available.

## Measuring Impacts

RJC's Monitoring and Evaluation (M&E) program is designed to assess the impact of RJC Certification. Impacts are long-term changes in the social, environmental or economic situation that a standard such as the RJC Code of Practices seeks to address. RJC's M&E program aims to measure short and medium-term change in order to understand how this contributes to long-term impacts. RJC's work in this area is in the context of its commitment to the ISEAL Impacts Code. Publication of Annual Impacts Reports will commence from 2014 and RJC welcomes stakeholder involvement and input to this work.

## Review

The RJC will continue to work with stakeholders and Members to ensure that these standards are relevant and achievable, and that they address key ethical, social and environmental challenges with due regard to the business objectives of the industry.

## RJC Complaints Mechanism

The RJC undertakes to formally review the Principles and the Code of Practices at least every five years or as required. Updates to the Code of Practices will be undertaken in conformance with the ISEAL Code of Good Practice for Setting Social and Environmental Standards. Revisions are formally reissued after approval by the RJC Board.

The RJC aims to ensure the fair, timely and objective resolution of complaints relating to potential non-conformance with RJC Certification or with the RJC's own policies and procedures. Full documentation supporting the RJC Complaints Mechanism can be downloaded from [www.responsiblejewellery.com](http://www.responsiblejewellery.com)

**All capitalised common terms and acronyms are defined in the Glossary at the end of this document. Auditable provisions are numbered below.**



# GENERAL REQUIREMENTS (PROVISIONS 1-4)

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## 1 *Legal Compliance*

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- 1.1 Members shall have systems in place that maintain awareness of and ensure compliance with Applicable Law.

## 2 *Policy and Implementation*

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- 2.1 Members shall adopt a policy/ies that documents the Member's commitment to responsible business practices, is endorsed by senior management, communicated to Employees and made publicly available.
- 2.2 Senior management shall conduct, at least annually, reviews to assess the ongoing suitability and adequacy of the Member's business practices in achieving the policy, and implement improvements to address any gaps.

## 3 *Reporting*

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- 3.1 Members shall communicate to stakeholders at least annually on their business practices relevant to the RJC Code of Practices.
- 3.2 Members with Mining Facilities shall report annually on their sustainability performance using the Global Reporting Initiative (GRI) Guidelines and GRI Mining and Metals Sector Supplement or comparable reporting guidelines. The reports shall have external assurance.

## 4 *Financial Accounts*

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- 4.1 Members shall maintain financial accounts of all business transactions in accordance with national or international accounting standards.
- 4.2 Members shall annually undertake a financial audit, or financial review in jurisdictions where permitted, by an independent qualified accountant.



# RESPONSIBLE SUPPLY CHAINS AND HUMAN RIGHTS (PROVISIONS 5-12)

## 5 *Business Partners*

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- 5.1 Members shall use their best endeavours, commensurate with their ability to influence, to promote responsible business practices among their significant Business Partners.
- 5.2 Contractors working on Members' Facilities and Visitors to these Facilities shall be required to comply with the Member's policies, systems and procedures relevant to the Code of Practices.

## 6 *Human Rights*

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- 6.1 Members shall respect Human Rights and observe the UN Guiding Principles on Business and Human Rights in ways appropriate to their size and circumstances, including as a minimum:
  - a. A policy commitment to respect Human Rights;
  - b. A Human Rights due diligence process that seeks to identify, prevent, mitigate and account for how they address their impacts on Human Rights;
  - c. Where Members identify that they have caused or contributed to adverse Human Rights impacts, they shall provide for or cooperate in legitimate processes to enable the remediation of those impacts.
- 6.2 Members, if operating in, or sourcing Diamonds, Gold or Platinum Group Metals directly from, a Conflict-Affected Area, shall use the Human Rights due diligence process to assess the heightened Risks of adverse Human Rights impacts.

## 7 *Sourcing from Artisanal and Small-Scale Mining*

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- 7.1 Members that source Diamonds, Gold and/or Platinum Group Metals directly from ASM producers that are not under the Control of the Member shall:
  - a. Regularly assess Risks of Forced Labour, Worst Forms of Child Labour, unsafe working conditions, uncontrolled mercury use, and other significant environmental impacts, and
  - b. Use best endeavours to positively influence practices and reduce or avoid the Risks and provide for or cooperate in remediation of adverse human rights and environmental impacts.

## 8 *Community Development*

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- 8.1 Members shall seek to support the development of the communities in which they operate through the support of community initiatives.

## 9 *Bribery and Facilitation Payments*

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- 9.1 Members shall establish policy/ies that:
- a. Prohibit Bribery in all business practices and transactions carried out by the Member and by agents acting on behalf of the Member.
  - b. Protect Employees from any penalty or adverse consequences for identifying in good faith concerns related to suspected Bribery, for refusing to participate in Bribery, or refusing to pay a Facilitation Payment where Facilitation Payments are prohibited, even if this action may result in the enterprise losing business.
  - c. Set the criteria and approval procedures to be followed by Employees in respect of the offer and/or acceptance of gifts with third parties.
- 9.2 Members shall have systems in place to manage Bribery Risk in their organization. The systems shall include:
- a. Identification and monitoring of those parts of the Member's business that pose high Risks of participation in Bribery.
  - b. Training relevant managers and employees on policies and procedures.
  - c. Recording of relevant gifts to and from third parties in a gift register, as per the Member's policy.
  - d. Investigation of any incidences of suspected Bribery within their organisation.
  - e. Sanctions for Bribery and attempted Bribery.
- 9.3 Where Facilitation Payments are permitted by Applicable Law, Members shall:
- a. Undertake actions to eliminate all Facilitation Payments, or to reduce the size and frequency of Facilitation Payments over time.
  - b. Ensure that any Facilitation Payments are of limited nature and scope.
  - c. Implement controls to monitor, oversee and fully account for any Facilitation Payments made by or on behalf of the Member.

## 10 *Money Laundering and Finance of Terrorism*

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- 10.1 Members shall apply Know Your Customer principles for Business Partners that are suppliers or customers of Diamonds, Gold and Platinum Group Metals or Jewellery Products containing these, including:
- a. Establishing the identity, and where triggered by a Risk Assessment or Applicable Law, the beneficial ownership and principals of the supplier or customer;
  - b. Maintaining an understanding of the nature of their business;
  - c. Monitoring transactions for unusual or suspicious activity and reporting suspicions of money laundering or finance of terrorism to the relevant designated authority.
- 10.2 Members shall maintain records of all cash or cash-like transactions which occur above the relevant defined financial threshold under Applicable Law and, where required, report these to the relevant designated authority. Where no Applicable Law exists, Members shall monitor and maintain records of all cash transactions equal to or above 15,000 Euro / US Dollars, where the transaction is carried out in a single operation or in several operations that appear to be linked.

## 11 *Security*

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- 11.1 Members shall assess security Risks and establish measures that protect against product theft, damage or substitution of products within the premises and during shipments. Product security measures shall prioritise the protection of Employees, Contractors, Visitors and personnel employed by relevant Business Partners.
- 11.2 Members shall ensure that all security personnel respect the Human Rights and dignity of all people and use force only when strictly necessary and the minimum proportionate to the threat.
- 11.3 Members with Mining Facilities shall ensure that security personnel receive training on and operate in accordance with the Voluntary Principles on Security and Human Rights (2000). The human rights of any Artisanal and Small-Scale Mining (ASM) should be explicitly addressed in training of private security personnel.
- 11.4 Members whose business is to provide private security services to the Jewellery supply chain shall be a signatory to the International Code of Conduct for Private Security Service Providers (ICoC).

## 12 *Provenance Claims*

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- 12.1 Members that make a Provenance Claim(s) shall have systems in place to ensure that the Provenance Claim(s) is valid and supported by evidence. The systems shall include:
  - a. Documented criteria or requirements that are compatible with the Provenance Claim(s);
  - b. Procedures for record keeping and verification that the criteria or requirements are met;
  - c. Controls to maintain the integrity of the materials covered by the Provenance Claim(s);
  - d. Training to ensure that employees who are responsible for responding to product inquiries understand the Provenance Claim(s) and can explain them accurately;
  - e. A complaints or grievance mechanism appropriate to the nature, scale and impact of the business, to allow interested parties to voice concerns about the veracity of the Provenance Claim(s).



# LABOUR RIGHTS AND WORKING CONDITIONS (PROVISIONS 13-20)

## 13 *General Employment Terms*

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- 13.1 Members shall ensure that Employees understand their current employment terms with regards to wages, working hours and other employment conditions.
- 13.2 Members shall not avoid fulfilling obligations to Employees relating to labour and social security under Applicable Law through the use of labour-only contracting arrangements, false apprenticeship schemes, excessive consecutive short-term employment contracts, and/or sub-contracting or home-working arrangements.
- 13.3 Members shall maintain appropriate Employee records, including records of piece rate and wage payments as well as working hours, for all Employees, whether on a full time, part time or seasonal basis.

## 14 *Working Hours*

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- 14.1 Members shall comply with Applicable Law on working hours. The normal work week, not including overtime, shall not exceed 48 hours unless higher limits have been set by Applicable Law for the sector in which the Member operates.
- 14.2 If overtime work is required for business needs, Members shall ensure that:
  - a. Overtime work is requested by the Member under a voluntary overtime system. Required overtime is permitted only where it is within the limits allowed under Applicable Law or Collective Bargaining Agreements.
  - b. The sum of the normal work week and overtime hours shall not exceed 60 hours in a week unless defined otherwise by Applicable Law or permitted under a Collective Bargaining Agreement.
- 14.3 Members shall provide all Employees with at least one rest day in seven consecutive working days in accordance with ILO Convention 14. Work time exceeding this limit is permitted only under a Collective Bargaining Agreement or Applicable Law that allows for work time averaging including adequate rest periods.
- 14.4 Members shall provide Employees with all legally mandated public holidays and leave, including maternity and paternity, compassionate and paid annual leave. Where no Applicable Law exists, paid annual leave shall be provided in accordance with ILO Convention 132.

## 15 *Remuneration*

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- 15.1 Members shall pay all Employees a wage for a normal work week, not including overtime, based on the higher of either the applicable legal minimum wage plus associated statutory benefits, or the prevailing industry standards. Wages paid on a performance-related basis shall not be less than the legal minimum wage for a normal work week.
- 15.2 Members shall reimburse overtime work at a rate at least equal to that required by Applicable Law or a Collective Bargaining Agreement, or where unregulated by either, at a premium rate at least equal to the prevailing industry standards.
- 15.3 Members shall make wage payments to Employees that are:
  - a. on a regular and pre-determined basis, and not delayed or deferred;
  - b. by bank transfer or in cash or cheque form, in a manner and location convenient to the Employees, and not in the form of vouchers, coupons or promissory notes;
  - c. accompanied by a wage slip which clearly details wage rates, benefits and deductions where applicable.
- 15.4 Members shall only make deductions from wages where:
  - a. deductions are determined and calculated following a documented due process that is clearly communicated to Employees;
  - b. employer-determined deductions do not result in an Employee making less than the minimum wage;
  - c. any deductions for disciplinary purposes are governed by a Collective Bargaining Agreement or are otherwise permitted under Applicable Law.
- 15.5 Members shall not force Employees to buy provisions from the Member's own business or Facilities.
- 15.6 Members that provide wage advances or loans shall ensure that the interest and repayment terms are transparent and fair, and not deceptive to the Employee.

## 16 *Discipline and Grievance Procedures*

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- 16.1 Members shall ensure that Employees are not subjected to corporal punishment, harsh or degrading treatment, sexual or physical harassment, mental, physical or verbal abuse, coercion or intimidation, or threats of these towards themselves, family or colleagues.
- 16.2 Members shall clearly communicate the business' disciplinary process, and related standards on appropriate disciplinary procedures and Employee treatment, and apply these equally to all management and staff.
- 16.3 Members shall provide clear grievance procedures and investigation processes and clearly explain these to all Employees.
  - a. Employees acting individually or with other workers shall be free to submit a grievance without suffering any penalty or retaliation.
  - b. Grievance procedures shall be designed to function effectively and reach a timely outcome.
  - c. Records of Employee grievances raised, investigation processes and outcome shall be maintained.

## 17 *Child Labour*

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- 17.1 Members shall not engage in or support Child Labour, as defined in ILO Convention 138 and Recommendation 146, which sets the following minimum ages for work:
- A basic minimum working age of 15 years, to enable Children to complete compulsory schooling.
  - Members operating in developing countries where compulsory schooling ends earlier than 15 years, may initially permit a minimum working age of 14 subject to Applicable Law, but should achieve a minimum working age in Facilities of 15 years by the end of the Member's first Certification Period.
- 17.2 Members shall not engage in or support Worst Forms of Child Labour, as defined in ILO Convention 182 and Recommendation 190, which includes:
- Hazardous Child Labour, which by its nature or circumstances is likely to jeopardise the Health, Safety or morals of persons younger than 18 years. Where allowed by Applicable Law and supported by assessment of Risks and implementation of controls under COP 21.3 Health and Safety, a minimum age of 16 is permitted on condition that the health, safety and morals of the Children concerned are fully protected, and that the children have received adequate specific instruction or vocational training in the relevant branch of activity.
  - All forms of child slavery and practices similar to slavery, including debt bondage, the trafficking of children, forced child labour and the use of children in armed conflict.
- 17.3 Notwithstanding 17.1, where Child Labour is found at a Facility, Members shall develop documented Child Labour Remediation processes that include steps for the continued welfare of the Child and consider the financial situation of the Child's family. Remediation shall include:
- Immediately withdrawing any Children engaged in Child Labour.
  - For a Child not still subject to compulsory education laws or attending school, finding alternative income generation and/or vocational training opportunities which can include decent and permissible employment.
  - For a Child still subject to compulsory education laws or attending school, offering adequate support to enable the Child to attend and remain in school until the completion of compulsory education.
  - A systemic review of the Member's approach to avoiding Child Labour, to identify root causes of non-conformances and implement controls to avoid any recurrence.

## 18 *Forced Labour*

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- 18.1 Members shall not use Forced Labour as defined in ILO Convention 29, including bonded, indentured or involuntary prison labour.
- 18.2 Members shall not:
- Unreasonably restrict the freedom of movement of Employees in the workplace nor in on-site housing.
  - Retain original copies of Employee personal documentation, such as identity papers.
  - Require any form of deposit, recruitment fee, or equipment advance from Employees either directly or through recruitment agencies.
  - Prevent Employees from terminating their employment after reasonable notice or as established by Applicable Law.
- 18.3 Members, and any entity supplying labour to a Member, shall not engage in or support Human Trafficking. Members shall monitor relationships with recruitment agencies for Risks of Human Trafficking.

## 19 *Freedom of Association and Collective Bargaining*

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- 19.1 Members shall respect the right of Employees to associate freely in Workers Organisations of their choice, without interference or negative consequences to them from the Member.
- 19.2 Members shall respect the right of Employees to collective bargaining, and shall adhere to Collective Bargaining Agreements, where such agreements exist. Members shall, subject to Applicable Law, participate in any collective bargaining processes in good faith.
- 19.3 Where Applicable Law restricts the right to freedom of association and collective bargaining, Members shall not obstruct alternative means of association for Employees that are permitted under Applicable Law.

## 20 *Non-Discrimination*

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- 20.1 Members shall not practice or condone any form of discrimination in the workplace in terms of hiring, remuneration, overtime, access to training, promotion, termination or retirement based on race, ethnicity, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation, marital status, pregnancy status, physical appearance, HIV status, or age, or any other applicable prohibited basis, such that all individuals who are "Fit for Work" are accorded equal opportunities and are not discriminated against on the basis of factors unrelated to their ability to perform their job.



# HEALTH, SAFETY AND ENVIRONMENT (PROVISIONS 21-25)

## 21 *Health & Safety*

- 21.1 Members shall ensure that safe and healthy working conditions are provided for all Employees and on-site Contractors in accordance with Applicable Law and other relevant industry standards.
- 21.2 Members shall provide and maintain workplaces, and on-site housing where provided, that have:
- safe and accessible potable drinking water;
  - sanitary facilities for food consumption and storage;
  - clean and hygienic washing and toilet facilities commensurate with the number and gender of staff employed;
  - fire safety equipment and alarms;
  - clearly marked, unlocked and unblocked emergency exits and escape routes;
  - access to adequate power supply and emergency lighting.
- 21.3 Members shall assess the Risks of workplace Hazards and implement controls to minimise the Risks of accidents and injury to Employees and on-site Contractors. The Risk Assessment shall consider Hazards associated with the Member's activities and products which shall include, where relevant: use of machinery and mobile equipment; storage and handling of chemicals including cleaning materials; exposure to excessive fumes, airborne particles, noise and temperature levels, and/or inadequate lighting and ventilation; repetitive strain activities; considerations for any workers under 18 years of age and expectant mothers; and general hygiene and housekeeping issues.
- 21.4 Members shall provide Employees and on-site Contractors with a mechanism, such as a joint Health and Safety committee, by which they can raise and discuss Health and Safety issues with management.
- 21.5 Members shall provide training and information about Health and Safety to Employees and on-site Contractors in an understandable form and in an appropriate language. This will include:
- Specific role-related Health and Safety Hazards and controls;
  - Appropriate action to take in the event of an accident or emergency;
  - Appropriate training in fire safety and emergency procedures;
  - First-aid training to designated Employee representatives;
  - Employee and Contractor awareness that they have the right and responsibility to stop work or refuse to work in situations that have Uncontrolled Hazards, and to immediately bring these situations to the attention of those at imminent Risk and to management.
- 21.6 Members shall ensure that appropriate Personal Protective Equipment (PPE) is provided free of charge and verify that it is current, worn and used correctly.
- 21.7 Members shall provide access to adequate on-site Health and medical facilities, including clearly marked first-aid provisions and trained first-aid personnel, and have appropriate procedures in place for transportation to local medical facilities in the case of a medical emergency.
- 21.8 Members shall establish emergency procedures and evacuation plans for all reasonably foreseeable emergencies, which are accessible or clearly displayed, regularly tested (including evacuation drills), and periodically updated.
- 21.9 Members shall investigate Health and Safety incidents and feed the results into reviews of the controls of related Hazards to identify opportunities for improvement.
- 21.10 Members who are engaged in the cutting and polishing of Diamonds shall use cobalt-free Diamond-impregnated scaifes.

## 22 *Environmental Management*

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- 22.1 Members shall identify environmental Risks, significant environmental impacts, and opportunities for improving environmental performance.
- 22.2 Members shall implement and regularly review controls to minimise and mitigate identified environmental Risks and significant environmental impacts, and to improve environmental performance.
- 22.3 Members shall provide training and information about environmental Risks and controls to relevant Employees and on-site Contractors in an understandable form and in an appropriate language.

## 23 *Hazardous Substances*

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- 23.1 Members shall maintain an inventory of Hazardous Substances at Facilities. Safety Data Sheets (or equivalent) shall be accessible where all Hazardous Substances are in use and their associated Risks shall be clearly communicated to all Employees and Contractors who work with them.
- 23.2 Members shall not manufacture, trade, and/or use chemicals and Hazardous Substances subject to international bans due to their high toxicity to living organisms, environmental persistence, or potential for bioaccumulation, irreversible ecological impacts, or depletion of the ozone layer.
- 23.3 Members shall employ alternatives to other Hazardous Substances used in business processes wherever technically and economically viable.

## 24 *Wastes and Emissions*

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- 24.1 Members shall identify significant wastes and emissions to air, water and land generated in their business processes.
- 24.2 Members shall responsibly manage the identified wastes and emissions by:
  - a. Taking into account environmental impact considerations alongside cost considerations;
  - b. Applying the principles of reduce, recover, re-use and recycle to reduce environmental impact where applicable;
  - c. Discharging or disposing wastes and emissions in compliance with Applicable Law, or where Applicable Law does not exist, by adopting prevailing international standards;
  - d. Monitoring waste and emission trends to drive improvement in environmental performance.

## 25 *Use of Natural Resources*

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- 25.1 Members shall monitor energy and water usage in their business operations and put in place energy and water efficiency initiatives.
- 25.2 Members shall identify other significant natural resources used in their business processes and seek to ensure their efficient use.



# DIAMOND, GOLD AND PLATINUM GROUP METAL PRODUCTS (PROVISIONS 26-28)

## 26 *Product Disclosure*

- 26.1 Members shall not make any untruthful, misleading or deceptive representation, or make any material omission in the selling, advertising or marketing of any Diamond, Synthetic or Simulant, and/or any Gold, and/or any Platinum Group Metals Jewellery Products.
- 26.2 Information on the physical characteristics of Diamonds, Synthetics or Simulants, Gold and/or Platinum Group Metals shall be disclosed in compliance with Applicable Law. Unless a conflict with Applicable Law exists, Members shall apply the following requirements to support relevant disclosure about physical characteristics.
- Gold and Platinum Group Metals: The fineness Gold or Platinum Group Metal shall be accurately disclosed. The description of fineness or content shall be equally conspicuous as the word "Gold", or the Platinum Group Metal, or abbreviation, and any Quality Marks used shall be applied in accordance with Applicable Law or industry standards.
  - Treated Diamonds: Treated Diamonds shall be disclosed as either "Treated" or with specific reference to the particular Treatment. The description shall be equally conspicuous as the word(s) "Diamond". Any special care requirements that the Treatment creates shall be disclosed.
  - Synthetic Diamonds: Wholly or partially Synthetic diamonds shall be disclosed as "laboratory created", "laboratory grown", and/or "Synthetic" and the description shall be equally conspicuous as the word "diamond".
  - Simulants: Simulants that imitate the appearance of Diamonds shall be disclosed as the mineral or compound that it is.
  - Diamond Quality – Polished Diamonds: When describing the weight, colour, clarity or cut of Diamonds and Synthetics, this shall be in accordance with the recognised guidelines appropriate to the particular jurisdiction.
  - Product Health and Safety Information: Any relevant health and safety information about Diamond, Synthetic, Gold and/or Platinum Group Metals Jewellery Products sold by Members to end consumers shall be disclosed.

## 27 *Kimberley Process Certification Scheme and World Diamond Council System of Warranties*

- 27.1 Members shall not knowingly buy or sell Conflict Diamonds or assist others to do so.
- 27.2 Members, where involved with the international trade of rough Diamonds, shall apply the rough Diamond export and import verification system and controls as laid out by the Kimberley Process Certification Scheme and relevant national legislation.
- 27.3 Members, where involved in buying and selling Diamonds, whether rough, polished or set in Jewellery, shall adopt the World Diamond Council System of Warranties and have systems to ensure that all associated invoices contain the following affirmative statement, or equivalent wording which provides the same warranty:  
*"The Diamonds herein invoiced have been purchased from legitimate sources not involved in the funding of conflict and in conformance with United Nations resolutions. The seller hereby guarantees that these Diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the Supplier of these Diamonds."*
- 27.4 Members shall keep records of all Kimberley Process certificates and System of Warranties invoices received and issued, and have them audited and reconciled on an annual basis either as part of an RJC Audit, or by an RJC Accredited Auditor during the Certification Period, or by a separate independent auditor, as suits the circumstances of the business. If asked for by a duly authorised government agency, these records must be able to prove compliance with the Kimberley Process.
- 27.5 Members shall maintain awareness of and comply with applicable international and national sanctions that prohibit transactions involving Diamonds with targeted individuals, entities or organisations.
- 27.6 Members shall inform all Employees that buy or sell Diamonds about government restrictions on the trade in Diamonds, Conflict Diamonds, the Kimberley Process Certification Scheme and the World Diamond Council System of Warranties.

## 28 *Grading and Appraisal*

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- 28.1 Members that generate independent Diamond Grading Reports shall identify whether detection of Synthetics and/or any Treatments are part of the assessment.
- 28.2 Members that generate independent Appraisal Reports for end consumers shall include the name of the consumer to whom the report is given and a statement of the purpose of the appraisal.
- 28.3 Members that offer Diamond Grading Reports or Appraisal Reports to end consumers that might reasonably be construed to be independent shall disclose any relevant vested interests in the sale of the Jewellery Product held by the grader or appraiser.
- 28.4 Members shall not use price-inflated independent Appraisal Reports as a strategy to mislead end consumers about the attractiveness of the selling price of Diamonds, Synthetics, Gold and/or Platinum Group Metals Jewellery Products.



# RESPONSIBLE MINING (PROVISIONS 29-40)

## 29 *Extractive Industries Transparency Initiative*

- 29.1 Members in the Mining Sector shall commit to and support implementation of the Extractive Industries Transparency Initiative (EITI).

## 30 *Community Engagement*

- 30.1 Members in the Mining Sector shall have systems in place for early and ongoing engagement with affected communities and other relevant stakeholders that:
- Apply appropriate skills and resources;
  - Apply throughout the project's lifecycle, from exploration activities, construction prior to commencement of mining, during mine operations, through to closure and post-closure monitoring;
  - Identify affected communities and other relevant stakeholders in relation to project Risks, impacts, and phase of development;
  - Establish effective communication measures to disseminate relevant project information and receive feedback in an inclusive, equitable, culturally appropriate and rights-compatible manner;
  - Through informed consultation, consider the interests and development aspirations of affected communities in major mining decisions in the project's lifecycle, and seeks broad community support for proposals.
- 30.2 Members in the Mining Sector shall ensure that affected communities have access to rights-compatible complaints and grievance mechanisms at the operational level for raising and resolving disputes and communicate their availability to the affected communities. Records of grievances raised, investigation processes and outcomes shall be maintained.

## 31 *Indigenous Peoples and Free Prior Informed Consent*

- 31.1 Members in the Mining Sector shall respect the rights of Indigenous Peoples as articulated and defined in applicable provincial, national and international laws and their social, cultural, environmental and economic interests, including their connection with lands and waters.
- 31.2 Members in the Mining Sector shall seek to obtain broad-based support of affected Indigenous Peoples and to have this support formally documented, including partnerships and/or programs to provide benefits and mitigate impacts.
- 31.3 For new Mining Facilities, or significant changes to existing Facilities, that are associated with any of the circumstances identified below:
- Impacts on lands and natural resources subject to traditional ownership or under customary use;
  - Relocation of Indigenous Peoples from lands and natural resources subject to traditional ownership or under customary use;
  - Significant impacts on critical cultural heritage that is essential to the identity and/or cultural, ceremonial, or spiritual aspects of Indigenous Peoples lives; or
  - Use of cultural heritage, including knowledge, innovations or practices of Indigenous Peoples for commercial purposes;

Members in the Mining Sector shall, as described in International Finance Corporation (IFC) Performance Standard 7:

- Work to obtain the Free, Prior and Informed Consent of affected Indigenous Peoples, during the planning and approval stages, through a process that strives to be consistent with their traditional decision-making processes while respecting internationally recognized human rights and based on good faith negotiation; and
- Document the mutually accepted process between the Member and the affected Indigenous Peoples, and relevant government authorities, and the evidence of agreement between the parties as the outcome of the negotiations.

## 32 *Impact Assessment*

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- 32.1 Members in the Mining Sector shall complete an environmental and social Impact Assessment, and associated environmental and social management plans, during the planning and approval of new Mining Facilities or significant changes to existing Facilities.
- 32.2 Impact Assessments shall be comprehensive, appropriate to the nature and scale of the project, and collectively cover assessment of:
- baseline conditions,
  - design options, where applicable, that mitigate negative impacts, and
  - environmental and social impacts, including impacts related to Human Rights, labour and employment, gender, health and Conflict.
- 32.3 Impact Assessments shall involve engagement with affected communities and stakeholders and appropriate subject matter experts.

## 33 *Artisanal and Small-Scale Mining*

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- 33.1 Members in the Mining Sector shall, where artisanal and small-scale mining (ASM) not under the Control of the Member occurs within their areas of operation:
- a. Engage directly with the ASM as part of the Member's community engagement approaches (30) and social and environmental impact assessments (32);
  - b. Participate in initiatives, including multi-stakeholder initiatives, that enable the professionalisation and formalisation of the ASM, as appropriate to the situation.

## 34 *Resettlement*

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- 34.1 Members in the Mining Sector shall avoid Involuntary Resettlement. Where resettlement is unavoidable, it shall be minimised and appropriate measures to mitigate adverse impacts shall be carefully planned and implemented, consistent with International Finance Corporation (IFC) Performance Standard 5.

## 35 *Emergency Response*

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- 35.1 Members in the Mining Sector shall develop and maintain emergency response plans in collaboration with potentially affected communities, workers and their representatives, and relevant agencies, pursuant to guidance provided by UNEP on Awareness and Preparedness for Emergencies at the Local Level (APELL) for Mining.

## 36 *Biodiversity*

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- 36.1 Members in the Mining Sector shall not explore or mine in World Heritage Sites and shall ensure that their activities do not negatively impact directly on adjacent World Heritage Sites.
- 36.2 Members in the Mining Sector shall respect legally designated protected areas by ensuring that:
- Members have a process to identify nearby legally designated protected areas.
  - Members comply with any regulations, covenants or commitments attributed to these areas.
  - Decisions to proceed with exploration, development, operation and closure activities take into account the presence of, and impact on, legally designated protected areas.
- 36.3 Members in the Mining Sector shall identify Key Biodiversity Areas affected by their operations and:
- Use the mitigation hierarchy to avoid, minimise, rehabilitate or offset impacts on biodiversity and ecosystem services;
  - Implement action plans to deliver measurable biodiversity benefits that are at least commensurate with the level of adverse impacts and ideally provide net positive impact;
  - In areas of Critical Habitat, ensure there are no measurable adverse impacts on the criteria for which the habitat was designated or on the ecological processes supporting those criteria.
- 36.4 Members in the Mining Sector shall implement controls to ensure that their operations will not lead to the significant decline of a species listed by the IUCN as threatened with extinction, or create adverse impacts on habitat critical to supporting their survival.
- 36.5 Members in the Mining Sector, when carrying out exploration or mining activities in deep sea areas, shall ensure that there is sufficient scientific knowledge of potential impacts of their activities, and that controls can be implemented to mitigate adverse impacts.

## 37 *Tailings and Waste Rock*

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- 37.1 Members in the Mining Sector shall carry out physical and geochemical characterisations of mine tailings and waste rock.
- 37.2 Members in the Mining Sector shall design, construct, maintain, monitor and close all tailings and waste rock facilities and supporting infrastructure to:
- Ensure structural stability and, where applicable, controlled discharge;
  - Protect the surrounding environment and local communities from potential impacts of acidification, metal leaching, loss of containment or contamination, including contamination of groundwater during the mine's operation and post-closure;
  - Implement appropriate mitigation or treatment if impacts are identified.
- 37.3 Members in the Mining Sector shall not use riverine disposal of tailings or waste rock.
- 37.4 Members in the Mining Sector shall not use marine or lake disposal of tailings and waste rock from land-based Mining Facilities, unless:
- a thorough environmental and social analysis of alternatives, using scientifically valid data, was conducted that showed that marine or lake tailings disposal creates less environmental and social impact and risk than a land-based tailings facility, and
  - it can be scientifically demonstrated that a significant adverse effect on coastal or marine species and habitats does not result, and
  - there is long-term impact monitoring, including for cumulative impacts, and provision made for a mitigation plan.

## 38 *Cyanide*

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- 38.1 Members in the Mining Sector using cyanide in the recovery of Gold shall ensure applicable sites are certified to the International Cyanide Management Code.

## 39 *Mercury*

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- 39.1 Members in the Mining Sector where mercury is contained in saleable products, by-products or emissions shall adopt responsible management practices that are at minimum in accordance with Applicable Law to control and, where feasible, reduce mercury emissions using best available techniques or best environmental practices that take into account technical and economic considerations.
- 39.2 Members in the Mining Sector using mercury in artisanal and small-scale mining and processing activities shall take steps to control, reduce, and where feasible eliminate, the use of mercury and mercury compounds in, and the emissions and releases to the environment of mercury from, such mining and processing. Members shall not practise whole ore amalgamation, open burning of amalgam or processed amalgam, and burning of amalgam in residential areas; and cyanide leaching in sediment, ore or tailings to which mercury has been added without first removing the mercury.

## 40 *Mine Rehabilitation and Closure*

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- 40.1 Members in the Mining Sector shall prepare and regularly review a mine rehabilitation and closure plan in relation to each Mining Facility. New Facilities require a closure plan from start-up and existing Facilities need to put in place a comprehensive plan as early as possible.
- 40.2 Members in the Mining Sector shall engage regularly with local stakeholders in relation to each Mining Facility, including Indigenous Peoples, communities, ASM, employees and regulators, regarding mine closure and rehabilitation plans.
- 40.3 Members in the Mining Sector shall estimate the cost for implementation of the mine rehabilitation and closure plan for each Mining Facility, and shall put in place financial provisions to ensure availability of adequate resources to meet closure requirements.
- 40.4 Members in the Mining Sector shall adopt good practice techniques for the rehabilitation of environments disturbed or occupied by Mining Facilities, to establish a sustainable native ecosystem, or other post-mining use developed through engagement with key stakeholders in the mine closure planning process.

# KEY REFERENCES

The RJC Code of Practices aims to recognise, align and where appropriate harmonise with other initiatives and standards for responsible practices. International standards referenced in the development of the Code of Practices include:

- Alliance for Responsible Mining Vision and Principles for Responsible Artisanal and Small-scale Mining;
- Awareness and Preparedness for Emergencies at the Local Level (APELL) for Mining;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal;
- Ethical Trading Initiative – Base Code;
- Extractive Industries Transparency Initiative;
- Fair Labour Association Code of Conduct and Compliance Benchmarks;
- Financial Action Task Force (FATF) standards against money laundering and the finance of terrorism;
- Global Reporting Initiative;
- International Code of Conduct for Private Security Service Providers (ICoC);
- International Council on Mining and Metals Sustainable Development Principles, Position Statements and guidance documents;
- International Cyanide Management Code;
- International Diamond Council Rules for Grading Polished Diamonds (2010);
- International Finance Corporation (IFC) Performance Standards (2012);
- International Labour Organisation (ILO) Fundamental Rights at Work (Conventions for the elimination of child labour, forced and compulsory labour and discrimination in the workplace, and for freedom of association and collective bargaining);
- Kimberley Process Certification Scheme and World Diamond Council System of Warranties for Diamond shipments;
- OECD Guidelines for Multinational Enterprises (2011);
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (2010) and Supplement on Gold (2012);
- Social Accountability International SA8000:2008;
- The World Jewellery Confederation (CIBJO) regulations for product integrity and disclosure;
- United Nations Declaration on the Rights of Indigenous Peoples;
- United Nations Global Compact;
- United Nations Guiding Principles on Business and Human Rights;
- United Nations Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children;
- United Nations Universal Declaration of Human Rights and core human rights conventions, including the International Covenant on Civil and Political Rights (ICCPR), the International Covenant on Economic, Social, and Cultural Rights (ICESCR), and the Convention on the Rights of the Child (CRC);
- United Nations Declaration on the Rights of Indigenous Peoples;
- Voluntary Principles on Security and Human Rights;
- International Union for the Conservation of Nature (IUCN) Red List of Threatened Species;
- World Heritage Convention.

# GLOSSARY

Please refer to the following glossary for terms and acronyms used in the RJC Code of Practices and supporting documents:

Accreditation	Recognition of an auditor's competence to carry out Certification Audits and evaluate conformance against a standard.
APELL	Awareness and Preparedness for Emergencies at the Local Level
Applicable Law	The relevant international and/or national and/or state and/or local laws of the country or countries in which the Member operates. This may include, but is not restricted to, acts, regulations, and statutory policies. Where a conflict arises between Applicable Law and the requirements of the RJC Code of Practices, Applicable Law has precedence.
Appraisal Report	A documented opinion of monetary value based on the identity, composition, and qualities of a jewellery item.
ASM	Artisanal and Small-scale Mining
Artisanal and Small-Scale Mining	Formal or informal operations with predominantly simplified forms of exploration, extraction, processing and transportation. ASM is normally low capital intensive and uses high labour intensive technology. ASM can include men and women working on an individual basis as well as those working in family groups, in partnership or as members of cooperatives or other types of legal associations and enterprises involving hundreds or thousands of miners. <i>[Source: OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas – Supplement on Gold].</i>
Assessment Manual	Instructions for Members and Auditors on how to carry out Self Assessments and Verification Assessments.
Assessor	Employee(s) or person(s) commissioned by a Member to conduct a Self Assessment.
Audit	Assessment carried out by an independent third party RJC Accredited organisation for the purposes of confirming conformance of the Member's practices to the RJC Standard. Audit types include Certification Audits, Mid-Term Reviews, and Re-certification Audits.
Audit Plan	Developed by an Auditor to outline what of the Member's business practices will be reviewed, by whom and when and in which Facilities, and nominates which Member personnel should be involved. It is developed from the definition of the Verification Scope.
Audit Scope	The Audit Scope is defined by Auditors and includes a selection of Facilities and Business Activities from within the Certification Scope and a selection of Provisions from the Code of Practices that are considered to be the most relevant, taking into consideration the nature, scale and impact of the Member's business.

Audit Reports	Reports on the Audit generated by the Auditor and submitted to the Member and to the RJC. More information is contained in the RJC Assessment Manual.
Auditor	An independent, third party person or organisation meeting the RJC's objective selection criteria and accredited to carry out Verification.
Biodiversity	The variability among living organisms from all sources, including terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems.
Bribery	The offering, promising or giving, as well as demanding or accepting of any undue advantage, whether directly or indirectly, to or from: <ul style="list-style-type: none"> <li>• A public official;</li> <li>• A political candidate, party or official; or</li> <li>• Any private sector Employee (including a person who directs or works for a private sector enterprise in any capacity).</li> </ul>
Business Activity	A task, role, function or service relating to performance of work in the Diamonds, Gold and/or Platinum Group Metals Jewellery supply chain that is Controlled by a Member. Business Activities may or may not be performed at a Member's Facility.
Business Partners	An organisation or business Entity with which an Entity has direct business relations and that buys and/or sells a product or service that directly contributes to the extraction, manufacture or sale of Diamond, Gold and/or Platinum Group Metals Jewellery products.  For the avoidance of doubt, this includes Contractors, agents, customers, Suppliers and joint venture Partners. This includes Entities that provide services related to sections of the Code of Practices, such as security providers and recruitment agencies, or that through a Risk Assessment or under Applicable Law are subject to due diligence. It does not include end consumers, or Entities that provide general support products and services, for example, office equipment and supplies and utilities.
Certification	An attestation by the RJC, based on the results of a Certification Audit by an accredited Auditor, that the Member has achieved the required level of Conformance against the Code of Practices.
Certification Audit	A Certification Audit comprises the following: <ul style="list-style-type: none"> <li>• A preliminary desktop review of the Member's Self Assessment Questionnaire and other related information;</li> <li>• Selection of a representative set of the Member's Facilities and Business Activities to visit and assess;</li> <li>• Verification of the Member's Self Assessment through on-site review at the selected sample of Facilities.</li> </ul>
Certification Period	The period of time that Certification is valid, after which time the Certification must be renewed through a new Certification Audit. Certification Periods are for one year or three years duration based on the findings of the Certification Audit.
Certification Scope	Each Member's Certification Scope must include those Entities, Facilities and Business Activities under the Member's Control that actively contribute to the Diamond, Gold and/or Platinum Group Metals Jewellery supply chain.
Certified Member	A Member certified by the RJC that its business practices have been found, through Verification by an Auditor, to meet the required level of Conformance with the Code of Practices.

Child / Children	<p>Every human being under 18 years old unless, under the law applicable to the child, majority is attained earlier. [Source: <i>Convention on the Rights of the Child (CRC)</i>.]</p> <p>See also definition for Child Labour.</p>
Child Labour	<p>Work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development.</p> <ul style="list-style-type: none"> <li>• It refers to work that:</li> <li>• is mentally, physically, socially or morally dangerous and harmful to children; and</li> <li>• interferes with their schooling by: <ul style="list-style-type: none"> <li>• depriving them of the opportunity to attend school;</li> <li>• obliging them to leave school prematurely; or</li> <li>• requiring them to attempt to combine school attendance with excessively long and heavy work.</li> </ul> </li> </ul> <p>[Source: <i>International Labour Organisation 'What is Child Labour'</i>, <a href="http://www.ilo.org/ipec/facts/lang-en/index.htm">http://www.ilo.org/ipec/facts/lang-en/index.htm</a>].</p> <p>See also definitions for Hazardous Child Labour, and Worst Forms of Child Labour.</p>
Code of Practices (COP)	<p>A set of standards that define responsible ethical, human rights, social, and environmental practices, applicable to all RJC Members throughout the Diamond, Gold and/or Platinum Group Metals Jewellery supply chain.</p>
Collective bargaining	<p>A process through which employers (or their organisations) and workers' organisations (or in their absence, freely designated workers' representatives) negotiate terms and conditions of work, in accordance with Applicable Law.</p>
Collective Bargaining Agreement	<p>A legally enforceable written contract between the management of a company and its employees, represented by a trade union or equivalent, that sets out terms and conditions of work. Collective bargaining agreements must comply with Applicable Law.</p>
Community	<p>Term generally applied to the inhabitants of immediate and surrounding areas who are affected in some way by a company's activities; these effects may be economic and social as well as environmental in nature.</p>
Community development	<p>Process whereby people increase the strength and effectiveness of their communities, improve their quality of life, enhance their participation in decision making and achieve greater long term control over their lives. It is done with, rather than for, communities, thereby reflecting local people's needs and priorities.</p>
Community engagement	<p>Two way information sharing and decision making process covering community issues and priorities as well as the concerns and needs of the business. Beyond just listening, the aim is to ensure mutual understanding and responsiveness by all parties to enable them to manage decisions that have the potential to affect all concerned.</p>
Conflict	<p>Armed aggression, widespread violence, and/or widespread human rights abuses.</p>
Conflict-Affected Area	<p>Area where Conflict is prevalent. The area may be a region, a country, an area within a country, or an area that crosses one or more country boundaries. Operations are not necessarily complicit in Conflict if they are located in a Conflict-Affected Area.</p>

Conflict Diamond	Rough Diamond used by rebel movements or their allies to finance conflict aimed at undermining legitimate governments, as described in relevant United Nations Security Council (UNSC) resolutions insofar as they remain in effect or in other similar UNSC resolutions which may be adopted in the future, and as understood as recognised in United Nations General Assembly (UNGA) Resolution 55/56, or in other similar UNGA resolutions which may be adopted in future. <i>[Source: Kimberley Process Certification Scheme].</i>
Conformance	The Member's business practices, including the policies, systems, procedures and processes, perform in a manner that conforms to the Code of Practices.
Continual improvement	An ongoing process of enhancing performance and management systems against the Code of Practices.
Contractor	An individual, company or other legal Entity that carries out work or performs services pursuant to a contract for services for a Member. This includes sub-contractors.
Control (Controlled)	Control by a Member consists of: <ol style="list-style-type: none"> <li>1. Direct or indirect ownership, or Control (alone or pursuant to an agreement with other Members) of 50% or more of the voting equities/rights (or equivalent) of the Controlled business or Facility; and/or</li> <li>2. Direct or indirect (including pursuant to an agreement with other Members) power to remove, nominate or appoint at least half of the members of the Board of the directors or management (or equivalent of the Controlled business or Facility); and/or</li> <li>3. Day-to-day or executive management of the Controlled Business Activity or Facility such as by setting workplace standards and enforcing their application; or</li> <li>4. Any legally recognised concept of 'Control' analogous to those described in (1) to (2) above in a relevant jurisdiction.</li> <li>6. Although the above defines 'Control' in a corporate context, the same principles will apply by analogy to other organisational arrangements, including Franchisees, Licensees and Control by an individual or a family, where applicable.</li> </ol>
Corrective action	An action implemented by a Member to eliminate the cause of a non-conformance in order to prevent a recurrence.
Corrective Action Plans	Plans with set milestones developed by Members to address non-conformances identified during the Self Assessment or Certification Audit.
Corruption	The misuse of entrusted power for private gain.
Critical Breach	A Major Non-Conformance against a Provision deemed to be critical to the integrity of the RJC Code of Practices. Critical Provisions are identified in section 7.2 of the Certification Handbook.  Identification of a Critical Breach requires Members and Auditors to immediately notify the RJC Management Team. Disciplinary proceedings against the Member will be automatically triggered if the RJC is notified by the Auditor.

Critical Habitat	<p>Critical habitats are areas with high biodiversity value, including (i) habitat of significant importance to Critically Endangered and/or Endangered* species; (ii) habitat of significant importance to endemic and/or restricted-range species; (iii) habitat supporting globally significant concentrations of migratory species and/or congregatory species; (iv) highly threatened and/or unique ecosystems; and/or (v) areas associated with key evolutionary processes.</p> <p><i>*As listed on the International Union for the Conservation of Nature (IUCN) Red List of Threatened Species. The determination of critical habitat based on other listings is as follows: (i) If the species is listed nationally / regionally as critically endangered or endangered, in countries that have adhered to IUCN guidance, the critical habitat determination will be made on a project by project basis in consultation with competent professionals; and (ii) in instances where nationally or regionally listed species' categorizations do not correspond well to those of the IUCN (e.g., some countries more generally list species as "protected" or "restricted"), an assessment will be conducted to determine the rationale and purpose of the listing. In this case, the critical habitat determination will be based on such an assessment.</i></p> <p><i>[Source: IFC Performance Standard 6, paragraph 16].</i></p>
Diamond	A natural mineral consisting essentially of pure carbon crystallised with a cubic structure in the isometric system. Its hardness in the Mohs scale is 10; its specific gravity is approximately 3.52; it has a refractive index of 2.42 and it can be found in many colours.
Diamond Grading Report	A report on the grading of a Diamond's physical characteristics, usually in terms of cut, colour, clarity and carat weight. If an opinion on monetary value is included in a Diamond Grading Report, it is also considered to be an Appraisal Report.
Discipline	A means to correct or improve job-related behaviour or performance.
Discrimination	Where people are treated differently because of certain characteristics – such as race, ethnicity, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation, marital status, pregnancy status, physical appearance, HIV status, or age, or any other applicable prohibited basis – which results in the impairment of equality of opportunity and treatment.
EITI	Extractive Industries Transparency Initiative
Emergency	An abnormal occurrence that can pose a threat to the Safety or Health of Employees, Contractors, Visitors, customers, or local communities, or which can cause damage to assets or the Environment.
Employee	An individual who has entered into or works under a contract of employment or a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing, or as defined by Applicable Law, with a Member. This includes permanent, temporary, full-time, part-time, casual, home-work and/or seasonal employees at any level.
Employment relationship	The legal link between employers and Employees that exists when a person performs work or services under certain conditions in return for remuneration.
Entity	A business or similar which operates one or more Facilities where there is ownership or Control of that Entity by the Member. The Entity can constitute part or whole of the Member.
Environment	Surroundings in which the Facility operates, including air, water, land, natural resources, flora, fauna, habitats, ecosystems, biodiversity, humans (including human artefacts, culturally significant sites and social aspects) and their interaction. The Environment in this context extends from within an operation to the global system.

Facilitation payments	Facilitation payments are paid to receive preferential treatment for something that the payment receiver is otherwise still required to do.
Facility	<p>A Facility is a site or premises that is:</p> <ul style="list-style-type: none"> <li>• Under the Control of a Member; and</li> <li>• Actively contributes to the Diamond, Gold and/or Platinum Group Metals Jewellery supply chain.</li> </ul> <p>See also Mining Facility and Certification Scope – Mining Sector.</p>
Finance of terrorism	Any kind of financial support to those who encourage, plan or engage in terrorism.
Fit for Work	“Fit for Work” means that an individual is in a state (physical, mental and emotional) which allows them to perform their assigned duties effectively and in a manner which does not threaten their own or others’ Safety and Health.
Forced Labour	All work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself or herself voluntarily [Source: <i>ILO Convention 29</i> ]. This includes work or service that is demanded as a means of repayment of debt.
Franchising / Licensing	Arrangement whereby Member intellectual property rights are licensed to third parties not under the Control of the Member for the purposes of enabling those third parties to produce, market or sell all or part of products or services that contain a Member’s brand name, trademark or other intellectual property.
Free Prior and Informed Consent (FPIC)	<p>There is no universally accepted definition of FPIC. For the RJC Code of Practices, FPIC builds and expands on appropriate engagement processes and should be established through good faith negotiation between Members and affected Indigenous Peoples. FPIC does not necessarily require unanimity and may be achieved even when individuals or groups within the community explicitly disagree. [Source: <i>IFC Performance Standard 7 (2012)</i>]</p> <p>The ICMM Position Statement on Indigenous Peoples and Mining notes that FPIC comprises both a process and an outcome. Through this process Indigenous Peoples are: (i) able to freely make decisions without coercion, intimidation or manipulation; (ii) given sufficient time to be involved in project decision making before key decisions are made and impacts occur; and (iii) fully informed about the project and its potential impacts and benefits. The outcome is that Indigenous Peoples can give or withhold their consent to a project, through a process that strives to be consistent with their traditional decision-making processes while respecting internationally recognized human rights and is based on good faith negotiation. [Source: <i>ICMM Position Statement on Indigenous Peoples and Mining, 2013</i>]</p>
Freedom of association	All workers, without distinction whatsoever, have the right to establish and, subject only to the rules of the organisation concerned, to join organisations of their own choosing without previous authorisation [Source: <i>Article 2 of ILO Convention No. 87</i> ].
Gold	A rare yellow metallic element with the chemical symbol ‘Au’. It is a mineral with specific hardness of 2.5-3 on the Mohs scale of hardness and the atomic number 79.
GRI	Global Reporting Initiative
Hazard	A source of potential harm, injury or detriment.
Hazardous Substance	Any material that poses a threat to human Health and/or the Environment.

Hazardous Child Labour	<p>Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children. <i>[Source: ILO Convention 182].</i></p> <p>ILO Recommendation 190 notes the following should be considered when determining whether work is Hazardous Child Labour:</p> <ul style="list-style-type: none"> <li>(a) work which exposes children to physical, psychological or sexual abuse;</li> <li>(b) work underground, under water, at dangerous heights or in confined spaces;</li> <li>(c) work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads;</li> <li>(d) work in an unhealthy environment which may, for example, expose children to hazardous substances, agents or processes, or to temperatures, noise levels, or vibrations damaging to their health;</li> <li>(e) work under particularly difficult conditions such as work for long hours or during the night or work where the child is unreasonably confined to the premises of the employer.</li> </ul> <p>National laws or regulations or the competent authority could, after consultation with the workers' and employers' organizations concerned, authorize employment or work as from the age of 16 on condition that the health, safety and morals of the children concerned are fully protected, and that the children have received adequate specific instruction or vocational training in the relevant branch of activity. <i>[Source: ILO Recommendation 190].</i></p>
Health	A state of physical, mental and social well-being and not merely the absence of disease or infirmity.
Human Rights	<p>Universal rights and freedoms regarded as belonging to all people without discrimination based on internationally recognised standards. At a minimum, the RJC understands human rights to mean those rights articulated in the International Bill of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work and Applicable Law.</p>
Human Trafficking	<p>The recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation includes the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs. <i>[Source: UN Protocol to Prevent, Suppress and Punish the Trafficking in Persons, especially Women and Children].</i></p>
Illegal Armed Group	<p>Armed group, including a public or private security force, that illegally controls mine sites, transportation routes and/or points where minerals are traded, and/or illegally taxes or extorts money or minerals at mine sites, points of access to mine sites, along transportation routes, or at points where minerals are traded; and/or illegally taxes or extorts intermediaries, export companies or international traders; and/or is engaged or complicit in Conflict. Illegal activity means activity that violates a country's sovereignty, or its laws and regulations, or international law. "Direct or indirect support" for Illegal Armed Groups does not refer to legally required forms of support, including legal taxes, fees, and/or royalties that companies pay to the government of a country in which they operate. <i>[References: OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, 2010; UN Panel of Experts on the Illegal Exploitation of Natural Resources and Other Forms of Wealth of the Democratic Republic of the Congo, Letter 12 April, 2001].</i></p>

Impact	<p>A measure of the effect, whether adverse or beneficial, to the Member, the health and safety of people, the environment or the Community resulting from:</p> <ul style="list-style-type: none"> <li>• an organisation's operations, or</li> <li>• an incident or emergency event, or</li> <li>• an external change (including changes to Applicable Law).</li> </ul>
Impact Assessment	<p>The process of identifying, predicting, evaluating and mitigating the biophysical, social and other relevant effects of development proposals prior to major decisions being taken and commitments made.</p>
Indigenous Peoples	<p>There is no universally accepted definition of "<b>Indigenous Peoples</b>". The term "<b>Indigenous Peoples</b>" is used here in a generic sense to refer to a distinct social and cultural group possessing the following characteristics in varying degrees:</p> <ul style="list-style-type: none"> <li>• Self-identification as members of a distinct indigenous cultural group and recognition of this identity by others;</li> <li>• Collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories;</li> <li>• Customary cultural, economic, social, or political institutions that are separate from those of the dominant society or culture;</li> <li>• A distinct language or dialect, often different from the official language or languages of the country or region in which they reside.</li> </ul> <p><i>[Source: International Finance Corporation (IFC) Performance Standard 7].</i></p>
Involuntary Resettlement	<p>Resettlement refers both to physical displacement (relocation or loss of shelter) and to economic displacement (loss of assets or access to assets that leads to loss of income sources or other means of livelihood as a result of project-related land acquisition and/or restrictions on land use. <b>Involuntary Resettlement</b> occurs when affected persons or communities do not have the right to refuse land acquisition or restrictions on land use that result in physical or economic displacement. This occurs in cases of (i) lawful expropriation or temporary or permanent restrictions on land use and (ii) negotiated settlements in which the buyer can resort to expropriation or impose legal restrictions on land use if negotiations with the seller fail.</p> <p><i>[Source: International Finance Corporation (IFC) Performance Standard 5].</i></p>
ICMM	International Council on Mining and Metals
IFC	International Finance Corporation
ILO	International Labour Organisation
ISO	International Organisation for Standardisation
IUCN	International Union for the Conservation of Nature
Jewellery	<p>An adornment containing Gold and/or Platinum Group Metals and/or set with Diamonds and/or Synthetic diamonds. Jewellery includes, but is not limited to, bracelets, rings, necklaces, earrings and watches. (For simplicity, the term 'Diamond, Gold and/or Platinum Group Metals Jewellery supply chain' includes both Diamonds and Synthetic diamonds.)</p>
Jewellery Product	<p>Semi-finished or finished Jewellery or components of Jewellery. For the avoidance of doubt, this includes Diamonds and Precious Metal alloys not yet set or used in Jewellery.</p>

Key Biodiversity Areas	<p>Key Biodiversity Areas (KBAs) are nationally mapped sites of global significance for biodiversity conservation that have been selected using globally standard criteria and thresholds based on the framework of vulnerability and irreplaceability widely used in systematic conservation planning.</p> <p><i>[Source: IFC Performance Standard 6, Guidance Note]. KBA's include areas of Critical Habitat.</i></p>
Kimberley Process Certification Scheme (KPCS)	A joint government, international diamond industry and civil society initiative to stem the flow of Conflict Diamonds.
Know Your Customer (KYC)	Principles established to combat money laundering and finance of terrorism. KYC principles require businesses to establish the identity of all organisations with which they deal, have a clear understanding of their business relationships and have a reasonable ability to identify and react to transaction patterns appearing out of the ordinary or suspicious.
Lead Auditor	A Lead Auditor is responsible for the efficient and effective conduct and completion of a Certification Audit for a Member and may co-ordinate a team of Auditors.
Legal Compliance	Acting within, or under the direction of, Applicable Law.
Major Non-Conformance	<p>The Member's business practices including the policies, systems, procedures and processes perform in a manner that is not conformant with the Code of Practices. Major Non-Conformances are defined as the occurrence of one or more of the following situations:</p> <ul style="list-style-type: none"> <li>• The total absence of implementation of a required provision;</li> <li>• A Member-wide systemic failure or total lack of controls required to manage business risks related to the RJC Code of Practices;</li> <li>• A situation where the Member has not identified legislative or regulatory requirements relevant to the Code of Practices, or there is a known non-compliance of such legislative or regulatory requirements and: <ul style="list-style-type: none"> <li>– there is inadequate attempt to rectify the non-complying condition and/or</li> <li>– this situation has the potential to result in an imminent significant Risk to Workers, the Community or the Environment;</li> </ul> </li> <li>• A group of related, repetitive or persistent Minor Non-Conformances indicating inadequate implementation;</li> <li>• Any finding or observation supported with Objective Evidence to prove a Critical Breach, or which raises serious doubts as to whether the Member has the business practices to avoid any Critical Breach.</li> </ul>
Management system	Management processes and documentation that collectively prove a systematic framework for ensuring that tasks are performed correctly, consistently and effectively to achieve the desired outcomes, and to drive continual improvement in performance.
Mark	Any Mark, sign, device, imprint, stamp, brand, label, ticket, letter, word or figure.

Member	<p>Any business that:</p> <ol style="list-style-type: none"> <li>i. is actively involved for commercial reasons in the Diamond, Gold and/or Platinum Group Metals Jewellery supply chain; and</li> <li>ii. is exempt from the role of consultant, advisor or any other similar entity; and</li> <li>iii. commits to the prevailing RJC Code of Practices; and</li> <li>iv. commits to a Certification Audit by an Auditor against the RJC Code of Practices; and</li> <li>v. undertakes the payment of the annual RJC commercial membership fee; is eligible to become a RJC Commercial Member.</li> </ol> <p>The Member may consist of one or more Entities and/or Facilities.</p> <p>In RJC Standards documents, the term 'Member' refers specifically to RJC Commercial Members.</p>
Mid-Term Review	An independent review usually within 12-24 months of the Certification Audit (and subsequent Re-certification Audits) conducted by an RJC Accredited Auditor to provide assurance that the Member continues to conform with the RJC Code of Practices.
Mining Facility	A Facility that extracts from the earth Diamonds, Gold or Platinum Group Metals, or minerals containing saleable quantities of Gold or Platinum Group Metals.
Mining Sector	Exploration for and extraction and primary processing of Diamonds, Gold or Platinum Group Metals, or minerals containing saleable quantities of Gold or Platinum Group Metals, from the earth for commercial purposes.
Minor Non-Conformance	<p>The Member's business practices including the policies, systems, procedures and processes perform in a manner that is not wholly conformant with the Code of Practices. Minor Non-Conformances are defined as the occurrence of one or more of the following situations:</p> <ul style="list-style-type: none"> <li>• An isolated lapse of either performance, discipline or control of the Member's business practices, which does not lead to a Major Non-Conformance of the RJC Code of Practices;</li> <li>• A situation where the Member has a known non-compliance of legislative or regulatory requirements relevant to the Code of Practices and there is adequate attempt to rectify the non-complying condition and the non-compliance does not result in an imminent significant Risk to Workers, the Community or the Environment;</li> <li>• A situation where the Member has not identified legislative or regulatory requirements relevant to the Code of Practices and the non-compliance does not result in an imminent significant Risk to Workers, the Community or the Environment;</li> <li>• A finding which may not be an actual breach of the RJC Code of Practices at this point in time, but is judged to be a potential inadequacy in the Member's business practices during the Certification Period.</li> </ul>
Money laundering	The process by which the financial proceeds of crime are disguised to conceal their illegal origin.
NGOs	Non-government organizations
Non-Conformance	A situation where the Member's business practices do not conform with the RJC Code of Practices.
Objective Evidence	Verifiable information, records, observations and/or statements of fact and can be qualitative or quantitative.
OECD	Organisation for Economic Co-operation and Development

Overtime	The hours worked in addition to those in the normal work week and which must be voluntary.
Partners	Individuals or organisations, including joint venture partners, government agencies and other stakeholders and excluding Contractors, in commercial arrangements and/or executing projects or programs of work with Member(s).
Personal Protective Equipment (PPE)	Refers to protective clothing and other garments such as gloves, protective footwear, helmets, goggles and ear plugs, all designed to protect the wearer from exposure to job related occupational hazards.
Platinum Group Metals	Precious metallic elements that have similar physical and chemical properties and tend to occur together in the same mineral deposits. Platinum Group Metals covered under this Standard are: <ul style="list-style-type: none"> <li>• <b>Rhodium:</b> chemical symbol 'Rh', atomic number 45;</li> <li>• <b>Palladium:</b> chemical symbol 'Pd', atomic number 46;</li> <li>• <b>Platinum:</b> chemical symbol 'Pt', atomic number 78.</li> </ul>
Policy	A statement of principles and intentions.
Pollution	The presence of a substance in the Environment that because of its chemical composition or quantity prevents the functioning of natural processes and produces undesirable environmental and Health effects.
Precious Metal	Collective term for Gold and Platinum Group Metals.
Procedure	A specified manner to conduct an activity or a process. Procedures can be documented or not.
Provenance Claim	A documented claim made through the use of descriptions or symbols, relating to Diamonds, Synthetics, Gold and/or Platinum Group Metals that are offered for sale, whether stand-alone materials or set in Jewellery, and specifically relate to their: <ul style="list-style-type: none"> <li>• <b>Origin</b> – Geographical origin of materials, for example country, region, mine or corporate ownership of the Mining Facility/ies; and/ or</li> <li>• <b>Source</b> – Type of source, for example recycled, mined, artisanally mined, or date of production; and/or</li> <li>• <b>Practices</b> – Specific practices applied in the supply chain relevant to the Code of Practices, including but not limited to, standards applicable to extraction, processing or manufacturing, conflict-free status, or due diligence towards sources.</li> </ul>
Provision	A requirement stipulated in the Code of Practices.
Quality Mark	A Mark indicating or purporting to indicate the quality, quantity, fineness, weight, thickness, proportion or kind of Precious Metal in an article.
Re-Certification Audit	A Certification Audit conducted at the end of the Certification Period to renew the Members Certification.
Rehabilitation	To return disturbed land to a safe, stable and self-sustaining condition.
Remediation	Putting in place a systemic change or solution to correct an identified problem or non-conformance.

Remuneration	Includes wages or salaries and any other benefits in cash or in kind, paid by employers to workers.
RJC	Responsible Jewellery Council
RJC Co-ordinator	A person designated by a Member who coordinates and oversees the Self Assessment, Certification Audit, any Corrective Action Plans and liaison with the RJC Management Team for that Member.
RJC Management Team	The RJC staff who are employed to carry out the executive functions of the organisation.
Rights-compatible	A rights-compatible engagement approach or grievance mechanism is one that provides a vehicle for addressing issues – whether or not they relate to substantive human rights issues – in a manner that respects and supports Human Rights.
Risk	Risk has two dimensions: the likelihood of potential adverse impacts on the business, stakeholders or environments, and the consequences if this were to happen.
Risk Assessment	The systematic evaluation of the degree of Risk posed by an activity or operation. The process of using the results of Risk analysis to rank and/or compare them with acceptable Risk criteria or goals.
Safety	The condition of being safe and free from danger, Risks or injury.
Self Assessment	The assessment carried out by Members describing their Entities and Facilities and evaluating their own performance against the requirements of the Code of Practices. Members can use the Self Assessment to gauge their preparedness for a Certification Audit, improve practices and to identify Objective Evidence required during a Certification Audit.
Self Assessment Workbook	A workbook designed for Members to use to carry out a Self Assessment.
Simulant	A diamond Simulant is any object or product used to imitate Diamond or some or all of its properties and includes any material which does not meet the requirements specified in the definition of Diamond in this glossary.
SoW	System of Warranties
Stakeholder	Those who have an interest in a particular decision, either as individuals or representatives of a group, including people who influence a decision, or can influence it, as well as those affected by it. Stakeholders include non-government organisations, governments, shareholders and workers, as well as local community members.
Standard	An objective practice, procedure or process that is recognised as integral to the integrity of an organisation's business and/or products and/or services. In these documents, the RJC Code of Practices is the Standard relating to the Diamond, Gold and/or Platinum Group Metals Jewellery supply chain.
Suggested Business Improvement	A situation where the systems, procedures and activities are in Conformance with the relevant Provisions of the Code of Practices, but where an Assessor or Auditor determines that there is scope to improve these current processes. A Suggested Business Improvement is offered without prejudice, and its implementation is not mandatory. Subsequent Assessments shall not judge performance based on the implementation of a Suggested Business Improvement.

Supplier	A business entity that provides goods and/or services integral to, and utilised in or for the production of, a Member's Diamond, Gold and/or Platinum Group Metals products.
Synthetic	A Synthetic diamond is any object or product that has been either partially or wholly crystallised or re-crystallised due to artificial human intervention such that, with the exception of being non-natural, the product meets the requirements specified in the definition of the word "Diamond" in this glossary.
Tailings	Ground rock and effluents that are generated during processing of the ore.
Third party	A person or body independent of the person or organisation being evaluated, and of user interests in that person or organisation.
Treated Diamond	A Treated Diamond is any object or product that meets the requirements specified in the definition of the word "Diamond" or the word "Synthetic" as included in this glossary that has been subject to a "Treatment" as defined in this glossary.
Treatment	Treatment means any process, Treatment or enhancement changing, interfering with and/or contaminating the natural appearance or composition of a Diamond other than the historically accepted practices of cutting and polishing. It includes colour (and decolourisation) Treatment, fracture filling, laser and irradiation Treatment and coating.
UNEP	United Nations Environment Program
Uncontrolled Hazard	An identified source of potential harm, injury or detriment (i.e. a Hazard) that lacks recognised and/or approved management, operational or technical controls.
Visitor	A person visiting a Member Facility who is not an Employee or Contractor at that Facility.
Waste	Solid, liquid or gaseous material that is discarded or no longer needed. Waste can cause pollution and impact on the environment if not properly managed. In the Jewellery supply chain, the main forms of Waste include Hazardous Substances, air and water emissions, and general operational Waste.
Waste rock	The materials that are removed during mining to access the ore.
WDC	World Diamond Council
Workers	Persons defined as Employees, Contractors.
Workers Organisation	A voluntary association of workers organised for occupational purposes with the aim of furthering and defending the interests of workers.
Working hours	The time during which the persons employed are at the disposal of the employer. Rest periods are time during which the persons employed are not at the disposal of the employer.
World Heritage Sites	Sites established under the World Heritage Convention of 1972.
WFCL	Worst Forms of Child Labour

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Worst Forms of Child Labour ILO Convention 182 defines the worst forms of child labour as:

- All forms of slavery — including the trafficking of children, debt bondage, forced and compulsory labour, and the use of children in armed conflict.
  - The use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic purposes.
  - The use, procuring or offering of a child for illicit activities, in particular the production and trafficking of drugs.
  - Work which is likely to harm the health, safety or morals of the child as a consequence of its nature or the circumstances under which it is carried out.
-