

# Workday Partner Code of Conduct

2023



## Workday Partner Code of Conduct

This Partner Code of Conduct describes Workday's expectations for how our business partners and their employees, subcontractors, and agents or anyone acting on behalf of Workday (collectively referred to as "Partners") serve our customers in collaboration with Workday. We expect our Partners to embrace our [Workday Core Values](#) of Employees, Customer Service, Innovation, Integrity, Fun, and Profitability, strive to inspire a brighter work day for all, represent Workday with professionalism, and adhere to the principles outlined in this Partner Code of Conduct.

### Integrity and Compliance with Laws

**Anti-Corruption:** Partners will comply with all applicable anti-corruption and anti-money laundering laws, including, but not limited to, the Foreign Corrupt Practices Act and UK Bribery Act. All forms of bribery, kickbacks, and other corruption are prohibited.

Partners are strictly prohibited from promising, offering, authorizing, giving, or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain or appear to gain an improper advantage. Partners will not improperly influence any act or decision of any government official, employee, or political candidate, including, without limitation, through the provision of any improper or unlawful gifts, meals, travel, or entertainment. Partners will not provide, attempt to provide, offer, or solicit a kickback, directly or indirectly, to obtain or reward favorable treatment in connection with any transaction. Partners will fully comply with any rules regarding tender and bid processes, and may not offer employment to government employees or officials or their family members or close associates if doing so would violate applicable laws or could be considered to be an improper benefit in order to secure official actions.

Workday prohibits all forms of money laundering, including disguising transactions, channeling unlawfully obtained money, or transforming such money into legitimate funds.

**Business Records and Accounting:** Partners will keep complete and accurate books and records regarding sales of Workday products and any and all transactions or other expenditures with respect to any Workday-related business. Partners are strictly prohibited from engaging in false and/or misleading accounting practices, including but not limited to creating "slush funds," cash accounts, unaccounted cash funds, or similar improper financial practices.

**Fair Competition and Antitrust:** Partners will comply with all applicable competition and antitrust laws and regulations. In addition to adherence to applicable laws and regulations, Partners must not discuss or agree with any competitors to (1) fix or control prices; (2) coordinate during a bidding process; (3) boycott suppliers or customers; (4) divide or allocate markets, territories, products, customers, or suppliers; or (5) limit the production or sale of products or product lines. Partners will only use legal means to gather information about sellers of products that compete with Workday products.

**Trade Controls:** Partners will strictly comply with all applicable trade laws and regulations, including the export control laws and regulations of the United States that control the import, export, and re-export of Workday products, technology, and information. Without limiting the generality of the foregoing, Partners shall not make Workday's products, technology, and information available to any person or entity that: (1) is located in a country that is subject to a comprehensive European Union, United Nations, or U.S. government embargo; (2) is listed on any European Union, United Nations or U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

**Public Sector Procurement and Lobbying:** Activities that may be appropriate when dealing with non-public sector or non-government customers may be improper and even illegal when dealing with government entities, government-owned entities, government-controlled entities, or entities subject to government procurement rules ("Government Customers"). Partners that do business with Government Customers will comply with all laws, rules, procurement regulations, and contract clauses that relate to the acquisition of goods and services by such Government Customers whether such sale is direct or indirect, including marketing or recommendation of Workday products and/or services and the submission of accurate invoices to the government and compliance with all laws regarding invoicing and payments.

Additionally, Partners must not attempt to obtain, directly or indirectly, from any source, procurement-sensitive information that is not publicly available or otherwise authorized for disclosure by the government; confidential internal government

information, such as pre-award, source selection information; or any proprietary information of a competitor, including, for example, bid or proposal information, during the course of a procurement or in any other circumstances where there is reason to believe that the release of such information is unauthorized.

Partners that are selling or offering to sell commercial products to the United States Government should be familiar with and must ensure compliance with the laws and regulations concerning the sale of commercial products and sales to the government and, if applicable, the contracting regulations of the General Services Administration (GSA).

Lobbying is any activity intended to influence a government entity. Some governments consider procurement and sales activities as lobbying. Partners are responsible for determining if an activity is legally defined as lobbying, and must ensure any legal requirements associated with lobbying activities are met. Partners will not lobby governments on behalf of Workday.

**Intellectual Property and Protection of Information, Assets, Resources, and Facilities:** Partners will respect intellectual property rights, protect confidential information, and comply with privacy rules and regulations. Partners will only use information technology and software that has been legitimately acquired and licensed. Partners will comply with all applicable privacy and data protection laws and regulations, including but not limited to national, federal, state, local, and industry- or sector-specific laws or regulations. Partners will maintain the confidentiality of any confidential information and any other proprietary information that is received during the course of the business relationship with Workday. Partners will securely store confidential information or data protected by privacy rules and regulations and keep it safe from loss, theft, or unauthorized access or disclosure.

Partners will use any Workday-provided assets, facilities, or resources in a manner that reflects positively on Workday and its employees, including following any applicable laws or policies. Partners operating in Workday facilities will follow all applicable policies intended to promote health and safety, including policies intended to reduce or prevent the transmission of infectious diseases.

**Insider Trading:** Workday shares information with Partners so that they can successfully meet their goals and obligations. Partners may not use information provided by Workday to engage in Insider Trading. Insider Trading is any activity where someone buys, sells, or otherwise transacts in securities (stocks) while in possession of nonpublic, material information about that company. Information is considered material when it may be seen as important to the investing public and could impact an investor's decision to buy, sell, or hold securities.

## Fair Marketing and Sales Practices

Workday purchases others' products and services on the basis of price, quality, and service. We expect our Partners representing Workday to operate on the same basis. Accordingly, all business dealings must be impartial, objective, and free of corruption and improper influence.

**Advertising Standards and Sales Practices:** Partners' marketing and sales practices are expected to reflect a commitment to honest and fair dealings with their current and potential customers, and will not engage in any misleading or deceptive practices; misrepresent products, services, and prices; or make unfair, misleading, inaccurate, or false claims about, or comparisons with competitor offerings. Partners must comply with all applicable laws, rules, and regulations, and must be truthful and accurate when engaging in any advertising, marketing, media relations, or promotional activities that reference or implicate Workday in any manner.

**Conflicts of Interest:** Partners will be transparent about any interests, activities, or relationships that might conflict (or appear to conflict) with the best interest of Workday, and will not engage in any activity that would interfere with or may reasonably be perceived to interfere with Partners' contractual responsibilities to Workday. Conflicts that must be promptly disclosed to Workday may include (but are not limited to) Workday personnel being the Partner's officer, director, or shareholder, or payment of incentives to Workday personnel.

**Gifts, Business Entertainment, and Travel:** Moderate, proportional, and properly recorded business entertainment and gifts can create goodwill and sound working relationships. Gifts offered or received by Partners, (1) must be consistent with customary business practices, (2) must be reasonable in value, open and transparent, (3) cannot be cash or a cash equivalent, (4) cannot reasonably be construed as a bribe or payoff, (5) and will not violate any laws, regulations, or applicable policies of the other party's organization. Travel expenses incurred by Partners must follow all contractual agreements, not be excessive or lavish, and follow all applicable laws and policies.

## Human Rights and Labor Standards

**Freely Chosen Employment and Child Labor:** Employment with Workday's Partners must be an expression of free choice and there should be no forced, bonded, or involuntary labor, or slavery or trafficking of persons. Partners must allow workers to discontinue employment upon reasonable notice. Partners must not hold or otherwise destroy, conceal, confiscate, or deny access by employees to their identity or immigration documents, such as government-issued identification, passports, or work permits. Partners must also abide by local minimum wage and maximum working hours requirements, and the use of child labor is strictly prohibited. Suppliers to Workday's Partners must also meet these same standards.

**Non-Discrimination:** Partners will not unlawfully discriminate in any employment decisions, including in hiring, compensation, promotion, discipline, or termination, based on age, ancestry, color, gender (including pregnancy, childbirth, or related medical conditions), gender identity or expression, genetic information, marital status, medical condition, mental or physical disability, national origin, protected family care or medical leave status, race, religion (including beliefs and practices or the absence thereof), sexual orientation, military or veteran status, or any other considerations protected by applicable law.

## Environmental Standards

**Environmental Laws and Sustainability:** Workday is committed to caring for our people and the planet, and focuses on sustainability efforts that support our commitments to stakeholders and align with our core values. Workday expects Partners to share in our commitment. At a minimum, partners will comply with all applicable environmental laws and regulations, keep current all required environmental registrations and permits relevant to its businesses, and implement appropriate conservation measures. To be aligned with [Workday's Environmental Sustainability Policy](#), Partners should strive to engage in sustainable activities, including working to mitigate their energy and emissions, provide sustainable working environments, integrate green building practices, responsibly dispose of waste and implement sustainable procurement practices.

**Responsible Sourcing of Minerals:** Partners must comply with all requirements regarding conflict minerals and exercise proper due diligence. Partners are expected to exercise due diligence on the source and chain of custody of these materials and make their due diligence measures available to its customers and Workday upon request.

**Business Continuity:** Partners will maintain a culture of resilience by proactively working to minimize business interruptions by establishing business continuity and technology recovery plans.

## Compliance Standards

**Assistance:** Partners will provide reasonable assistance to and will cooperate with any investigation, audit, or due diligence effort by Workday including of an alleged or suspected violation of this Partner Code of Conduct or of an alleged or suspected violation by a Workday employee of Workday's Code of Conduct. Partners will also allow Workday reasonable access to all documentation concerning the Partner's compliance with this Partner Code of Conduct and laws applicable to any work conducted on Workday's behalf.

**Ensuring Compliance:** Partners will ensure their employees who service or work on the Workday account comply with this Code.

**Raising Concerns:** Partners will communicate and transmit this Code to their employees who service or work on the Workday account. Partners are encouraged to contact their primary Workday team member to resolve business or compliance concerns. In addition, Workday Partners and other stakeholders may report suspected violations anonymously and confidentially to the Workday Speak Up Hotline, accessible at [speakup.workday.com](https://speakup.workday.com) or by calling 800-325-9976 (for calls outside the U.S., visit [speakup.workday.com](https://speakup.workday.com)).

**Preventing Retaliation:** Partners must prohibit retaliation in any form against anyone who, in good faith, reports any actual or potential violation of this Code, or any illegal or unethical behavior. Retaliation will be prohibited for any good faith report, even if it ultimately turns out to be unfounded.



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