

**Agreement on Access to Remedy Between**  
**IndustriALL Global Union and PVH Corp.**

**WHEREAS** the undersigned parties (IndustriALL Global Union and PVH Corp., hereinafter referred to as “the parties”) recognize the need for workers in global supply chains to have adequate access to remedy on matters which materially affect terms and conditions of employment;

**WHEREAS** United Nations Guiding Principle (UNGP) 22 states “[w]here business enterprises identify that they have caused or contributed to adverse impacts, they should provide for or cooperate in their remediation through legitimate processes”;

**WHEREAS** the expanding regulatory environment in many jurisdictions is enshrining access to remedy at the center of due diligence requirements, including but not limited to establishing a risk management system, performing regular and ad hoc risk analyses, laying down preventive measures in its own area of business and vis-à-vis direct suppliers, taking remedial action, establishing a complaints procedure and documenting and reporting measures of due diligence taken;

**WHEREAS** the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector refer to the desirability of an operational-level grievance mechanism as “a formalized means through which individuals or groups can raise concerns about the impact an enterprise has on them – including, but not exclusively, on their human rights – and can seek remedy”.

**WHEREAS** PVH Corp. is a global brand building company with iconic brands Tommy Hilfiger and Calvin Klein, whose products are manufactured in over 40 sourcing countries globally; and

**WHEREAS** IndustriALL is a Global Union representing 50 million workers in 140 countries in the mining, energy and manufacturing sectors – including the textile and garment manufacturing sector;

**THEREFORE** the parties hereto agree that it is in the mutual interest of each party, and those stakeholders to whom each is accountable, to agree the following text in order to ensure that supply chain workers within the manufacturing footprint of PVH Corp. will have structured access to remedy, including representational rights, in matters which may materially affect the terms and conditions of employment and the fundamental rights at work of said workers, including but not limited to freedom of association, collective bargaining, payment of wages, unpaid and forced overtime and severance payments.

**I. SCOPE**

1. This Agreement applies to Tier 1 suppliers as reflected in PVH’s Tier 1 public supplier list from March 1, 2026, in Bangladesh, Cambodia, India, Sri Lanka, Türkiye and Tunisia named in Annex 4 herein with which PVH Corp. (hereinafter referred to as “the Company”) has a direct business relationship. Any suppliers added to the supply chain will be within the scope of this Agreement and will be included in Annex 4. Any factories to which Tier 1 factories subcontract work shall be covered by

this Agreement.

2. This Agreement applies to disputes which arise from any matter of potential material significance concerning the employment relationship between the Company's suppliers and their workers.
3. Potential material significance refers to any matter which may result in a change in terms and conditions of employment, including but not limited to issues related to: freedom of association, the right to organize and bargain collectively in good faith, union access for the purposes of executing this Agreement, gender-based violence and harassment (GBVH), discrimination, forced and child labor, a safe and healthy workplace, recruitment fees for migrant workers, compensation (including wages, benefits and severance), working conditions, access to training, job assignment and promotion, suspension or termination of employment or retirement.
4. The parties may engage relevant gender experts to ensure access to remedy for GBVH violations.

## **II. GENERAL PRINCIPLES**

### **A. Conventions and Standards**

5. The parties recognize and undertake to collaborate to ensure the application of International Labour Organization (hereinafter "ILO") Standards, including the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, ILO Conventions including Conventions 87 and 98, and Recommendations and other internationally recognized standards as laid out in Annex 1.
6. The content of these standards, and the relevant jurisprudence from the ILO supervisory bodies, shall supersede national law for the purposes of this Agreement, in the event that such national laws are less favorable to employees.

### **B. Effective Criteria for Grievance Procedures**

7. The parties hereto agree that this Agreement and its execution shall adhere to the eight "effectiveness criteria" for grievance procedures outlined in UNGP III B, para. 31 (a) - (h), namely that grievance procedure shall be legitimate, accessible, predictable, equitable, transparent, rights-compatible, based on dialogue and engagement, and a source of continuous learning, as outlined in Annex 2.
8. Based upon this, the parties hereto agree that:
  - a. Any complaints submitted shall be examined via an effective procedure which is open to all workers covered by this Agreement.
  - b. The Company shall ensure that all PVH supplier factories covered by this Agreement shall establish and maintain – together with trades union or worker representatives where

present – an enterprise-level grievance procedure which meets or exceeds the effectiveness criteria outlined in UNGP III B, para. 31 (a) - (h).

- c. Workers shall have the right to participate directly in the procedure.
- d. Workers shall have the right to be assisted or represented by a trades union representative and/or their federation, and their council.
- e. Any person employed in the same undertaking who assists or represents the worker during a grievance procedure or disciplinary matter shall, on condition that s/he acts in conformity with the provisions of this Agreement, be protected from discrimination or retaliation as a result of her/his participation.
- f. Union representatives shall be afforded access to factory management for the purposes of representing workers who are covered by this Agreement.
- g. The employer shall have the right to be assisted or represented by a trade association or a legal representative.
- h. Workers, and their representatives if employed in the undertaking, shall be provided sufficient time to participate in the procedure, and shall not suffer any loss of earnings as a result of the time taken to participate in the procedure, up to and including participation in any external mediation or arbitration.
- i. Workers who file grievances, as well as their representatives, shall not suffer any prejudice whatsoever (discipline, transfer, demotion, etc.) for having, in good faith, brought forward a complaint or for having participated in a grievance procedure.
- j. Parties shall engage in good faith to resolve disputes. Every effort should be made to reach mutual agreement on the issue through the dialogue process.
- k. In principle any case should be solved as close as possible to where it occurs. If the worker or group of workers fear retaliation or feels that the dialogue at this level does not lead to a mutually agreeable solution, they may file a case under this Agreement.

### **III. GOVERNANCE**

#### **Biannual Meeting**

9. The parties hereto shall convene and participate in a biannual meeting to review the implementation of this Agreement. Where agreed, parties may, at their discretion, invite relevant stakeholders to attend such meeting. Parties may at their discretion request additional meetings as needed to review implementation of the Agreement. Meetings may be held in-person or virtually subject to the agreement of the parties.

### **IV. PROCESS**

#### **A. Submission of a complaint**

10. Complaints may be submitted by an IndustriALL affiliate on behalf of one or more workers.<sup>1</sup> Complaints should be submitted through a formal process established and overseen by IndustriALL

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<sup>1</sup> Non-affiliated trade unions may participate in the complaint process subject to notification by IndustriALL.

and should provide sufficient information to evaluate the case.

11. Upon receipt of a complaint, the parties hereto will assess its admissibility under this Agreement and inform the complainant as to whether the complaint has been accepted.

**B. Level 1**

12. In the event of an issue arising which falls within the scope of this Agreement, the worker/s and/or their representative/s shall, in the first instance raise the issue with the direct supplier employer pursuant to the commitment under section 8b and 8k to resolving it as close as possible to the dispute.
13. In so doing, the worker/s and/or their representative/s shall, where appropriate, outline that this direct engagement with the supplier employer is made pursuant to the process outlined in this Agreement between PVH Corp. and IndustriALL.
14. It may not be necessary at Level 1 to determine admissibility at the point of direct engagement between worker/s and/or their representative/s and the supplier employer.
15. If, following five (5) working days, the worker/s and/or their representative/s deem that sufficient progress has not been made with regard to the matter, then the matter may be referred thereafter to Level 2 of the process.
16. In cases where it is considered that speed and oversight are paramount, the worker/s and/or their representative/s may concurrently advise the parties of the existence of the case while it is in Level 1.
17. If it is not possible to raise the issue with the employer, or if the worker/s or their representative/s have a good faith belief that it is not possible to make use of Level 1, the worker/s and/or their representative/s may skip Level 1 and proceed directly to Level 2.

**C. Level 2**

18. In the event that a matter is not resolved at Level 1 or in the case that it is not possible to raise the issue with the employer, a matter will be referred to the relevant designees of the parties to instigate Level 2.
19. Within ten (10) working days of receipt of said referral at Level 2, the parties will make a determination of admissibility under the Agreement and shall convene an initial meeting with each of the respective parties in the referral. If either of the parties believes the complaint is admissible, then the complaint will be accepted.
20. At Level 2, the parties shall be empowered to investigate, mediate and attempt to resolve the matter referred using direct engagement and influence to establish facts and encourage resolution,

where appropriate.

21. If the matter is not resolved within 15 working days of the referral of the complaint to Level 2, or if the complainant party disagrees with the outcome, then Level 3 shall be initiated. The parties may mutually agree to extend beyond the 15 working day period, but no longer than 35 working days.
22. Union representatives will have representational rights for all matters contained in Clause 3 herein. Denial of workplace access of union representatives for purposes not envisioned in this Agreement and where said union does not have legal recognition in the workplace, will not be grounds for invoking of the complaint process beyond Level 2 herein, unless denial of such access is considered a prima facie violation of national law.

#### **D. Level 3**

23. The parties will jointly contract with Independent Evaluators with adequate capacity to investigate complaints in the countries where PVH's Tier 1 suppliers are located. There shall be a roster of agreed Independent Evaluators, ensuring that for each country where PVH has suppliers there is at least one Independent Evaluator with expertise and experience to carry out investigations in that country. Independent Evaluators shall be individuals with subject matter expertise who are fully independent of the industry.<sup>2</sup>
24. Within seven (7) working days of accepting the complaint at Level 3, the parties shall assign an Independent Evaluator to determine whether there has been a violation of the issues covered by this Agreement. The Independent Evaluator shall complete the investigation within thirty (30) working days and shall, where appropriate, in consultation with the trades union and the supplier, issue a Corrective Action Plan (CAP) that shall include deadlines for implementation. The Independent Evaluator shall be tasked with verifying whether the CAP has been completed by the deadline. The CAP shall be considered final.

#### **V. SUPPLIER NON-COMPLIANCE**

25. In a case where PVH's supplier does not engage in the above outlined dispute resolution process or refuses to implement the Independent Evaluator's expert decision and CAP recommendation, PVH shall, following consultation with IndustriALL, issue a warning to the particular supplier factory. And, if after a reasonable period of time, the situation persists or worsens, the activation of a responsible exit strategy could be agreed on by both sides.

#### **VI. TRANSPARENCY AND REPORTING**

26. The signatories shall make publicly available and regularly update information on key aspects of the implementation of this Agreement, including:

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<sup>2</sup> Independent Evaluators shall not currently and have not within the past 10 years worked for a brand, an employer or for an auditing firm that carries out audits for industry

- a. A full list of covered suppliers.
- b. Aggregate annual reports.
- c. Anonymized reports of each complaint with transparent reporting on the outcome, which protects the identity of all parties thereto.

## **VII. ROLES / RESPONSIBILITIES**

27. The parties commit to the following:

- a. PVH Corp. commits to sharing information on all suppliers/factories within scope of this Agreement with IndustriALL Global Union.
- b. PVH Corp. shall require all covered suppliers to engage in the process outlined in this Agreement and abide by outcomes cases resolved by virtue of this Agreement.
- c. The parties commit to raising awareness amongst covered suppliers regarding this Agreement, including but not limited to, informing all relevant suppliers of the existence of this Agreement and the obligations for adherence with its procedures.
- d. IndustriALL Global Union shall establish internal processes for receiving and handling cases brought to them by their affiliates.
- e. IndustriALL Global Union shall support capacity building of trades unions to raise cases through this Agreement.

## **VIII. TERM**

28. This Agreement shall be in effect from March 1, 2026, and run for an initial period of one (1) year from that date, with the possibility of renewal thereafter upon mutual agreement between the parties.

## **IX. FINANCIAL SUPPORT**

29. PVH Corp. having made available the initial sum of \$67,500 in FY25, shall make available a sum of \$100,000 in FY26 for use in administering this Agreement, including but not limited to training of PVH Corp. and IndustriALL designees for the purpose of supporting the execution of the Agreement and relating to payments related to mediation proceedings including the work of the Independent Evaluators. The parties agree to use their best efforts to raise the additional funds needed to implement the Agreement from acceptable foundations and government sources. The parties agree that this Agreement may go into effect and be paused subject to the acquisition of additional necessary funding, where such funding is deemed necessary.

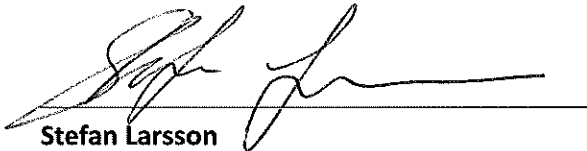
## **X. ENFORCEMENT**

30. In the event that the parties are unable to resolve a dispute arising out of this Agreement, after discussion at the biannual meeting or at a discretionary meeting of the parties as established in the Governance section above, by mutual agreement the matter may be referred to a mutually agreed independent mediator who shall seek a mediated resolution. A request for mediation may not be

unreasonably refused.

31. If the corresponding dispute has not been resolved through mediation or otherwise, either party may seek a final and binding resolution by arbitration in accordance with the International Labour Arbitration and Conciliation Rules ("ILAC Rules"). These rules are attached in Annex 3.
32. For the avoidance of doubt, where Collective Bargaining Agreements exist, and include procedures to resolve disputes arising in relation to the interpretation or administration of the Agreement, such procedures - and not the present Agreement - shall be used.


Signed on behalf of PVH Corp



**Stefan Larsson**  
Chief Executive Officer, PVH Corp.

**Date:** 12/17/25

Signed on behalf of IndustriALL

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**Atle Høie**  
General Secretary, IndustriALL Global Union

**Date:** 22-Dec-2025 | 7:44 AM PST

## **ANNEX 1**

### **International Standards**

#### **Freedom of Association, collective bargaining and industrial relations**

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)
- Right to Organise and Collective Bargaining Convention, 1949 (No. 98)
- Collective Agreements Recommendation, 1951 (No. 91)
- Voluntary Conciliation and Arbitration Recommendation, 1951 (No. 92)
- Co-operation at the Level of the Undertaking Recommendation, 1952 (No. 94)
- Communications within the Undertaking Recommendation, 1967 (No. 129)
- Examination of Grievances Recommendation, 1967 (No. 130)
- Workers' Representatives Convention (No. 135) and Recommendation (No. 143), 1971
- Collective Bargaining Convention (No. 154) and Recommendation (No. 163), 1981

#### **Violence and harassment**

- Violence and Harassment Convention (No. 190) and Recommendation (No. 206), 2019.

#### **Discrimination**

- Equal Remuneration Convention (No. 100) and Recommendation (No. 90), 1951
- Discrimination (Employment and Occupation) Convention (No. 111) and Recommendation (No. 111), 1958
- Vocational Rehabilitation and Employment (Disabled Persons) Convention (No. 159) and Recommendation (No. 168), 1983

#### **Forced labour**

- Forced Labour Convention, 1930 (No. 29)
- Protocol of 2014 to the Forced Labour Convention, 1930 (P. 29)
- Abolition of Forced Labour Convention, 1957 (No. 105)
- Forced Labour (Indirect Compulsion) Recommendation, 1930 (No. 35)

#### **Compensation**

- Minimum Wage Fixing Convention (No. 131) and Recommendation (No. 135), 1970
- Maternity Protection Convention (No. 183) and Recommendation (No. 191), 2000
- Protection of Wages Convention (No. 95) and Recommendation (No. 85), 1949

#### **Working Conditions and Terms of Employment**

- Hours of Work (Industry) Convention, 1919 (No. 1)
- Weekly Rest (Industry) Convention, 1921 (No. 14)
- Part-Time Work Convention (No. 175) and Recommendation (No. 182), 1994

#### **Access to Training, Job Assignment and Promotion**

- Human Resources Development Recommendation, 2004 (No. 195)

### **Termination of employment or retirement**

- Termination of Employment Convention (No. 158) and Recommendation (No. 166), 1982
- Employment Relationship Recommendation, 2006 (No. 198)

### **Child Labour**

- Minimum Age Convention (No. 138) and Recommendation (No. 146), 1973
- Worst Forms of Child Labour Convention (No. 182) and Recommendation (No. 190), 1999

### **Safe and Healthy Work Environment**

- Occupational Safety and Health Convention (No. 155) and Recommendation (No. 164), 1981
- Protocol of 2002 to the Occupational Safety and Health Convention (P. 155)
- Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187)

### **Additional Sources**

- ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy
- United Nations Guiding Principles on Business and Human Rights
- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct
- OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector

**Annex 2**

**High-level overview of alignment of IDRM with UNGP Effectiveness Criteria [Source: Taken from OECD Due Diligence Guidance, pg. 95-96]**

<p><b>Legitimate</b></p> <p>Enables trust from the stakeholder groups for whose use they are intended and being accountable for the fair conduct of grievance processes</p>	<ul style="list-style-type: none"> <li>• Retaliation is prevented against complainants by guaranteeing freedom from reprisals.</li> <li>• Affected stakeholders are involved in the design of the mechanism.</li> <li>• The individual serving as the access point for the grievance mechanism is trustworthy, trained, knowledgeable and approachable regardless of the complainant’s gender, religion, etc.</li> </ul>
<p><b>Accessible</b></p> <p>Known to all stakeholder groups for whose use they are intended and providing adequate assistance for those who may face particular barriers to access.</p>	<ul style="list-style-type: none"> <li>• Existence of the mechanism is well publicised.</li> <li>• Forms of registering a complaint are clear and simple.</li> <li>• Assistance in reporting a grievance is provided locally.</li> <li>• Due regard is given to education levels, notably literacy levels. This is particularly true in the garment and footwear sector in contexts where literacy rates are low.</li> <li>• Language barriers are accounted for. This is particularly relevant in the garment and footwear sector when migrant workers are employed or workers representing minority groups speak a different language.</li> <li>• Several points of access to the mechanism are provided. Company representatives are not the sole point of contact and at least one independent point of access is available to complainants. If a trade union is a point of access, the process is open to non-members or additional points of access are provided.</li> </ul>
<p><b>Predictable</b></p> <p>Provides a clear and known procedure with an indicative time frame for each stage and clarity on the types of process and outcome available and means of monitoring implementation.</p>	<ul style="list-style-type: none"> <li>• Sets out an indicative timeframe upfront.</li> <li>• Keep complainants informed at each stage of the process.</li> <li>• Every complaint is treated seriously.</li> <li>• Agreement on provision for implementing agreed outcomes.</li> </ul>
<p><b>Equitable</b></p> <p>Seeking to ensure that aggrieved parties have reasonable access to sources of information, advice and expertise necessary to engage in a</p>	<ul style="list-style-type: none"> <li>• Ensures that those involved have access to relevant information and is mindful of any imbalance in accessing information or expertise between the parties.</li> </ul>

<p>grievance process on fair, informed and respectful terms.</p>	
<p><b>Transparent</b>                  Keeping parties to a grievance informed about its progress and providing sufficient information about the mechanism’s performance to build confidence in its effectiveness.</p>	<ul style="list-style-type: none"> <li>• Keep complainants informed at each stage of the process.</li> <li>• Treat every complaint seriously.</li> <li>• Agree on provision for implementing agreed outcomes.</li> </ul>
<p><b>Dialogue-based</b></p>	<ul style="list-style-type: none"> <li>• Seeks to resolve grievance through dialogue between the enterprise and the affected party or their representatives.</li> </ul>

**Annex 3**

**International Labour Arbitration and Conciliation Rules**

[https://internationalaccord.org/wp-content/uploads/2023/02/2021JU\\_1.pdf](https://internationalaccord.org/wp-content/uploads/2023/02/2021JU_1.pdf)

**ANNEX 4**

**PVH Public Factory List**

<https://www.pvh.com/-/media/Files/pvh/responsibility/PVH-Suppliers-Disclosure.xlsx>