



SUSTAINABLE PROCUREMENT: SOCIAL CLAUSES AND CSR IMPACTS FROM A HIGHWAY PERSPECTIVE

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SUSTAINABLE PROCUREMENT: SOCIAL CLAUSES AND CSR IMPACTS FROM A HIGHWAY PERSPECTIVE

Abstract: Corporate Social Responsibility (CSR) is embedded in the United Nations Sustainable Development Goals. This indicates the importance of the Social responsibility aspects of Highway construction contracts contributing to the decarbonisation agenda. Social Clauses and CSR in the Highway sector has little published literature. This study used a structured survey which collected data from all consultants and contractors who had been awarded Highway Construction Design and Construction contracts in Northern Ireland. Only one did not respond. The survey gathered both quantitative and qualitative data on the existing social clauses from a consultant and contractor perspective as this had not been examined previously. This study found that the Government Contractual Social Clauses were not considered to have a strong or very strong effect on decarbonisation. More work needs to be done to see how an increase in overall decarbonisation can be achieved through the clauses. The impact of adding additional clauses from the EU Green Deal should be considered and implemented alongside the existing clause elements in both Bulgaria and the United Kingdom. Differences in priorities from a consultant and contractor perspective were proven suggesting bespoke CSR clauses are needed for each. Case study examples show that there are many positive aspects of the clauses that need retained. CSR outputs can be strengthened through making existing models such as Building Research Establishment Environmental Assessment Method (BREEAM) or Project 13 contractual and workshops or meet the buyer events are proposed to increase knowledge of contractors of inbuilt social responsibilities.

Keywords: Highways, procurement, Corporate Social Responsibility, CSR, Sustainable Development Goals

1. INTRODUCTION

The United Nations (2022) reported on the progress towards the Sustainable Development Goals. They concluded that world crises are putting the 2030 Agenda for Sustainable Development in *grave danger, along with humanity's very own survival*. It is therefore vital that governments address this worldwide through procurement in relation to each of the goals. Social responsibility in all aspects of construction is seen as part of the decarbonisation agenda (Johnsson *et al*, 2020). The European Union's Green Deal has funding over €1 trillion over a 10-year investment plan which would enable achieving climate neutrality in a socially and economically inclusive manner includes both decarbonisation and social clauses (Storm, 2020).

Traditional procurement has the main objective of obtaining the finest materials, services and work at the best price (Arrowsmith *et al*, 2011). This by definition requires a life cycle assessment of the products used, their compatibility and number of years productive use. Porter and Kramer (2019) show that the definition must also be widened to ensure this is accomplished in a way that not only realises value for money on a whole life basis but results in benefits also being incurred by the wider economy and society while minimising adverse effects on the environment. This is not a new concept, Dyllick and Hockerts, (2002), amalgamated economic, environmental and social considerations in construction procurement showing this was the Triple Bottom Line (TBL) in regard to sustainability. The original phrase was invented by John Elkington in 1994 was he showed that a company's Corporate Social responsibility (CSR) depended on the implementation of the social and environmental factors along with the economic ones (Matten, 2012).

Xia *et al* (2018) consider CSR as integral to sustainable development in the construction industry, splitting the current research into four categories: "*CSR perception, CSR dimensions, CSR implementation and CSR performance*." However, stakeholder perceptions of CSR are not well examined. One of the aspects Murphy and Eadie (2019) examined was CSR in construction procurement and they concluded that *the complex nature of the construction procurement process means that radical change can only be sustainable if all stakeholders in the process are supported, encouraged and rewarded at every stage*. Furthermore, examination of CSR and the need to make it mandatory through legal clauses needs greater research. Stakeholder perceptions of the overall CSR process and specific clauses within contracts needs further examination.

Jiang and Wong, (2016) looks at the Chinese construction industry CSR clauses from a contractor perspective. This confirms many of the findings of Eadie and Rafferty (2014) who also examined contractor perspectives. However, what has been missing until this study has been a comparison of contractor and consultant perspectives on ethically responsible CSR. This study seeks to fill this knowledge gap.

Furthermore, previous studies have concentrated mainly on construction works (Eadie *et al.*, 2011, Eadie and Rafferty, 2014; Jiang and Wong, 2016, Xia *et al.*, 2018) rather than a highways and roads perspective. In an overview of CSR in Bulgaria, Stefanova and Mihaylov (2020) show that Construction and Real Estate make up 3% of their sample but they do use GEOTECHMIN Group which does carry out Highway works as a case study in relation to COVID19 CSR actions. Simeonov and Stefanova (2015) suggest that while CSR is adopted by a group of highly proactive responsible companies, the majority of *Bulgarian businesses practice CSR as ad hoc activities and charitable programmes*. From this it can be drawn that CSR is not widely used in contracts there in the Highway sector. However, CSR dimensions are a priority corporate goal for 87% of the companies surveyed in Bulgaria, Stefanova and Mihaylov (2020) showing its overall importance. Jigao *et al.*, (2020) do examine the challenges of CSR on Highways schemes in China but do not mention stakeholder perspectives. This paper focused on filling the void of examining CSR from both a contractor and consultant perspective in relation to Highways schemes. The extent to which the social clauses fulfil the overall agenda in their current form has been poorly researched and is examined.

Northern Ireland was chosen as the key area as it had introduced CSR clauses to contracts as an early adopter and is one of the first to add the outcomes to the award criteria of contracts (DFI, 2022). It has just introduced on 1st June 2022, a minimum of 10% of the total award criteria to score social value (PPN 01/21). This 10% minimum allocation to social value applies to contracts for works or services above the financial threshold, matching the EU Procurement Regulations threshold: Service contracts valued above £138,760, and works contracts above £5,336,937. The idea of this research was to conduct a snapshot of current CSR knowledge within the Highways industry prior to the compulsory allocation of this value coming into force. The findings will then inform the industry subsequent to the rollout of the new compulsory value.

Initially, the Central Government Departments in the Public Sector in Northern Ireland (NI) introduced a standard set of Social Clauses that dealt mainly with the long term unemployed, apprentices and students. NI's Procurement Board requisitioned a review of these social clauses which was carried out by the Strategic Investment Board (SIB) and Central Procurement Directorate (CPD) (Buy Social, 2022). This led to much wider new guidelines called "Buy Social" (Buy Social, 2022). "Buy Social" was first in April 2016 for building contracts above £2million and civil engineering contracts above £4million and remains current (Buy Social, 2022). However, it does not have a weighting assigned within the award criteria for contracts and the current PPN 01/21 will remedy this (DFI, 2022).

The "Buy Social" scheme looks at the materials and purchasing side of an organisation in addition to New Entrant Trainees (which were covered in the older social clauses) that include the long-term unemployed, unemployed youth, apprentices and students (Buy Social, 2022). The rewrite of the clauses due to the review led to both consultants and contractors being under its scope. Initial Social Clauses were for Contractors and then widened to consultants. The review regulated both (Buy Social, 2022). Eadie *et al.* (2019) investigated the impact on New Entrant Trainees from this scheme but only examined participants on the pilot scheme and did not compare the perspectives of consultants and contractors.

In addition, within NI, two other sets of Social Clauses exist: Local Government Social Clauses (adopted after a report in 2016 (Centre for Economic Empowerment, 2013) and RIBA Architectural Contract Social Clauses. In addition, some organisations who work overseas use Social Clauses from other Countries. A ranking of the importance of each has been poorly researched in current literature.

2. RESEARCH METHODOLOGY

The methodology used in this study comprised of two phases: Theoretical and Empirical. The theoretical phase consisted of a literature review of previously published CSR material. This identified the knowledge gap in relation to Highway schemes. The empirical phase of research utilised a telephone and web-based survey that investigated the impact and use of CSR within Highway companies in Northern Ireland.

As the new policy referred to contracts above the European Financial Thresholds a sift of all awarded CPD Contracts from 1st April 2016 onwards DFI, (2020a) and the DFL Roads Awarded Contracts 2018/19 DFI (2020b) was conducted to identify potential participants in the form of consultants and contractors who had been awarded contracts during the operating period where the current regulations existed. This identified 9 consultants and 9 contractors who had been awarded contracts over the Financial Thresholds during the current iteration of CSR policy in Northern Ireland.

Each of these companies were used to create the survey sample frame. This sample by its nature included all sizes of companies and all were checked to ensure they had been involved in Highway schemes. Details of these

organisations were entered into Limesurvey, an open source web-based survey application (Limesurvey, 2022). Radio lists were added to each quantitative question reducing risk of typing mistakes. Limesurvey management allows a unique token identifier to be allocated to each person to ensure that only the person emailed and invited can complete the survey (Limesurvey, 2022). Responses are stored in a MySQL database allowing analysis to be performed.

Each of the companies was contacted by telephone to ensure that the person most knowledgeable about the contract completed the questionnaire. This doubled as a pre-notification process and provided a brief overview of what was entailed in the questionnaire. Subsequent to the initial e-mail, post-notification took place where subsequent e-mail reminders were sent to remind participants (partial completion or non-completion). This process did not send unwanted emails to those who had already completed but was targeted solely at non-responders. This resulted in 15 out of the 18 companies returning completed surveys. Three companies could not complete in the timeframe due to the company representative being in isolation or other restraints due to COVID19. This provides an 83% response rate and is well above the *very good* value of seventy percent prescribed by Rubin and Babbie (2009) as being applicable for analysis. Using SurveyMonkey (2022), confidence level calculator, for a maximum population of 18, a confidence level of 90% and a maximum error of 10% the required sample size is 15. Fifteen responses were received back showing that the maximum error in the study is 10%. Out of the companies surveyed seven Consultants and 8 Contractors responded allowing easy comparison between the two.

Respondents to the survey by their nature were very experienced in contracts. Forty percent (40%) had more than 20 years experience in contractual issues, 20% had 16-20 years experience, 27% had 11-15 years experience and 7% had 6-10 years experience. This indicates that the correct people were identified in the telephone survey to respond to the main survey.

The questions adopted two main scales: a five point ranking scale with 1 the highest rank. Based on this Likert ranking scale a standard method of ranking the social clauses using the relative importance index (RII) formula to establish the importance of the different social clauses. Only those with experience in the social clauses within the question were allowed to answer.

RII is defined by the following formulae:-

$$Relative\ Importance\ Index(RII) = \frac{\sum W}{A \times N} \quad (0 \leq index \leq 1)$$

Where:

W is the weighting given to each element by the respondents. This will be between 1 and 5, where 1 is the least significant impact and 5 is the most significant impact;

A is the highest weight; and

N is the total number of respondents

The remainder of the questions were analysed to produce an overall value, one for contractors only and one for consultants only.

Furthermore, case studies were provided by the respondents on the benefits of the social clauses in response to the further work section suggested in Murphy and Eadie (2019).

3. SURVEY FINDINGS

The sections below present the survey findings using the method above.

3.1 The Effectiveness of the Different Types of Social Clauses.

Table 1 indicates that after ranking the results on the effectiveness of the Social Clauses that overall, the current Buy-Social clauses were the most effective. There was a difference between the Consultants and Contractors views on this, with consultants ranking it in first place and contractors ranking it in second place (Table 1). The Contractors ranking confirms that the findings from the contractor's perspective in Eadie et al (2019) remain. However, consultants have a more positive view with the first position ranking. Developing new talent was ranked in first place regarding the Buy Social clauses (Eadie et al, 2019) and as consultants are facing a skills shortage in the Northern Ireland (Skills Barometer, 2022) this drove the ranking. However, the contractors have recognised that the older clauses provided more support to giving back to society rather than developing new

talent (Eadie et al, 2019) within the workforce, which is what they were originally designed to do. However, overall the results show an improvement when all aspects are considered from the first position ranking.

Table 1 Effectiveness of the various Social Clauses

Furthermore, it can be seen that consultants had no experience of the RIBA Architectural clauses and social clauses from other countries. This shows that they were mainly working on larger jobs (as per the selection criteria for the study) and locally.

3.2 Overall Sustainable Procurement Agenda provided by the Social Clauses

Table 2 indicates the percentage of the overall sustainable procurement agenda contained within the social clauses. Overall it was considered that they contained 31% on an average of the responses. It can be seen in Table 2 that the consultants and contractors differed in relation to the amount of additional material relating to the sustainable procurement agenda within the contracts: Consultants 18% average against Contractors 44% average. One contractor considered that the social clauses contained 100% of the sustainable procurement agenda indicating a lack of understanding in relation to low carbon clauses and other items on the sustainable procurement agenda. Equality, Diversity and Inclusion activities, and social purchasing have all been added to Buy Social since the initial clauses (Buy Social, 2022). These are reflected in other clauses within the contracts. However, awareness of this seems to be lacking. If this single outlier, is removed the average for contractors remains at 30%, near the overall average of 31%.

Table 2 Percentage of the overall Contract Sustainable Procurement Agenda contained in the Social Clauses

As a result of these findings, it is suggested that training for contractors takes place regarding the new award criteria which also explains the current requirements of the Buy Social Scheme.

3.3 Case Study showcasing the benefits of Social Clauses in your Company:

The questionnaire allowed consultants and contractors to provide a case study of the benefits to their company that had been accrued through the social clauses.

3.3.1 Case Study Perspectives of Consultants

Responses summarised, included employing apprentices as a “*direct response to social requirements in some of their Professional Services Contracts*”; with this apprenticeship providing the “*added social value of training*” which can also lead to “*long-term employment*” after the apprenticeship is completed. Another stated their organisation employed a “*few operatives over the years through working towards Social Clauses*”. Through an Environmental Improvement Scheme, another had employed “*two operatives which then led to long-term employment*” and they are still working for the company today. This was balanced by a single consultants view who considered Social Clauses in consultancy contracts are “*poorly implemented*” and that Government Procurement appears to implement a “*one size fits all*” approach which does not suit consultancy contracts.

3.3.2 Case Study Perspectives of Contractors

Contractors were more positive about the benefits of the Buy Social Schemes. One used Armagh Southern Regional College (SRC) as an example of benefits Social Clauses can bring. They complied with targets on “*new entrants, trainee opportunities, business in education, and unpaid work experience*”. The scheme completed in 2020 and achieved the “*1,300-person weeks target*” prior to completion. The employer’s requirements detailed further “*college engagements*” and use of innovative technologies to inform the curriculum and the profession. Additional benefits related to a 22-year-old student in the college who was a carer for a family member, subsequently affecting school performance, and following a bereavement and several years of being unemployed, they enrolled in the SRC with the “*Prince’s Trust/Fresh Start Scheme*”. This led to the opportunity of working for this company as a labourer, where they expressed a desire to train as a bricklayer, and were “*supported in application to the college*”. After a further difficult life period, they were withdrawn due to non-attendance. While continuing to work as an apprentice on site, their mentor helped “*rebuild their self-esteem*” and they have since reapplied to college to finish the NVQ that they had started. This “*Employability Partnership*” has been established with the company’s supply-chain to ensure they “*promote local employment*”

and employ “*new entrants*” throughout the contract duration. This is implemented on all projects throughout the company. A range of contractor examples of typical placements ranged from “*university graduates, apprentice electricians, plumbers and joiners, school leavers and long-term unemployed labourers*”. The next contractor that responded stated that in their organisation, Social Clauses had resulted in benefits that ranged from “*facilitating the recruitment of personnel to sourcing new local suppliers*” to “*facilitating awards such as CEEQUAL and Considerate Contractors Scheme*”. These benefits had a dual purpose of providing “*good PR*” public relations, but also positively impacted the local community. Another contractor responded that Social Clauses are of “*great benefit to apprentices in the industry*”, but in their experience the scheme is almost “*impossible to comply with in relation to the long-term unemployed*”. A highway maintenance organisation suggested it is much “*more difficult to secure employees under Social Clauses than it is in the building sector*”. Also they also stated that turnover of labourers employed under Social Clauses is very high, with the feeling among many in the organisation that some only participate for a “*short period of time to secure their benefits on the long term*”.

3.4 Most Important Beneficial aspects of the Social Clauses

This study sought to examine whether the perceptions of the benefits of the social clauses were perceived differently for consultants and contractors. Table 3 showed that this study proved this was indeed the case. It can be seen from Table 3 that *Providing a Sustainable Environment* ranked in first place from a contractor standpoint. *Addressing the Skills Shortage* replaced it in first place from a consultant viewpoint. This highlights the need for additional staff in consultancies as shown in the skills barometer where the need for Engineering Graduates is the highest in-demand profession (DFE, 2022).

Table 3 Ranking of the benefits of the Social Clauses

It can further be seen that the RII values for consultants were closer to 1 than those for contractors. This indicates that each of these was deemed as being of greater importance to consultants than contractors.

3.5 Effect of the Social Clauses on Decarbonisation

A five point Likert Scale was adopted for this question: 1 *Of Very Little Effect*, 2 *Of Little Effect* 3 *In Some Way Effective*, 4 *Strongly Effective* and 5 *Very Strong Effective*. The modal answer among the consultants (60%) was option (2) “Of Little Effect”, and for contractors (50%) option (3) “In Some Way Effective”. This indicates that while there may be some impact on decarbonisation through the social clauses, the impact is not large.

This is supported by the other consultant choices (1) “Of Very Little Effect” (20%) and option (3) “In Some Way Effective” (20%). Similarly, contractors also chose option (2) “Of Little Effect” (33%) and (1) “Of Very Little Effect” (17%). These results indicate that neither consultants or contractors considered the Social Clauses to be (4) “Strongly Effective” or (5) “Very Strong Effective” on decarbonisation in the industry.

3.6 Making CSR a contractual necessity

Respondents were asked a qualitative question as to what aspects of CSR that should be incorporated into Contracts. Consultants highlighted existing models that incorporated CSR such as the “*Building Research Establishment Environmental Assessment Method (BREEAM) should be incorporated into contracts*”. They acknowledged that this would not be new as BREEAM was already a “*considerable driving force in the procurement of materials in Public Sector projects*”. Some consider it is the world’s leading sustainability assessment method which incorporates value engineering the specification to achieve sustainability credits in providing higher performing assets across the built environment lifecycle, across all aspects of the construction industry such as new builds and refurbishments. BREEAM credits are achieved through using third party certification by assessing the builds environmental, social, and economic sustainability performance. The next consultant believed that the “*United Nations Sustainable Development Goals*” should be further incorporated in contracts, through adoption of the 17 Sustainable Development Goals in the 2030 Agenda for Sustainable Development (REF). Making these a specific contractual responsibility in construction contracts would go hand-in-hand with strategies that work towards “*improving health and education, reduce inequality, and spur economic growth – all while tackling climate change and working to preserve our oceans and forests.*” (Sustainabledevelopment.un.org, 2020). Another suggested that they had started to see CSR aspects incorporated through NEC contracts for both design and construction works: “*Professional [Sic] Service Contracts and Engineering and Construction Contracts*”. However, in some cases, it was “*little more than a tick-box exercise*”.

Despite this, this consultant did state that within the construction industry a lot more companies were including additional CSR items as “*core values*” in contracts, although this is mostly restricted to large companies and “*small companies are still focused on simpler measurements of business success such as profit*”.

Corporate Social Responsibility placed a different emphasis on CSR, suggesting clauses that would “*place an emphasis on the use of group events to build positive relationships and reinforce the social gatherings between contractors and clients*”. Another mentioned the incorporation of “*Project 13*” principles. Project 13 (REF) is a model that it prioritises a final reward based on values that have been added to the overall outcomes, not the time spent getting to that point. Additionally, greater overall understanding of cost-drivers and risks are achieved through commercial incentives for collaboration to jointly mitigate risk, not transfer it. This contradicted the views of another contractor who suggested that they had “*not the scope to add any more currently*”, and considered that clients should “*police the existing ones to ensure compliance and be realistic about target setting for employment of the long-term unemployed through Social Clauses as it tends not to work*” well in the construction sector. The qualitative comments did not have a common theme or consensus ranging from major changes to contracts, such as the incorporation of “*Project 13*” into contracts, to an emphasis on compliance with no change.

3.7 Should a full Life Cycle Assessment of each project be required under CSR to ensure that Greenhouse Gas Emissions are minimised

This question was designed as a Yes/No question as to whether a full Life Cycle Assessment of each project should be required under CSR to ensure that Greenhouse Gas Emissions are minimised. “Yes” was the response from 57% of Consultants and 100% of Contractors. Further probing of the 43% of consultants who answered “No” suggested they saw this as “*a paperwork exercise*” or a “*tick box exercise*” and that “*if good design is carried out it should not be necessary*”. On the positive side probing showed that it “*evidenced good practice*” and “*at least there is documentation to show you did a good design*”. So the qualitative responses indicate that there is a split in how effective the full life cycle assessment is in documenting sustainability within a project but that the strategic aim is supported.

4. CONCLUSIONS

Corporate Social Responsibility (CSR) is embedded in the Sustainable Development Goals. (United Nations, 2022). Social responsibility built into these goals in all aspects of construction was suggested to contribute to the decarbonisation agenda. However, this study has shown that the Social Clauses built into government contracts were not considered to have a strong or very strong effect on decarbonisation. More work needs to be done to see how an increase in overall decarbonisation can be achieved through the clauses. The impact that Storm (2020) suggests from the EU Green Deal should be considered and implemented alongside the existing clause elements in both Bulgaria and the United Kingdom.

However, the findings on the effectiveness of the current clauses, indicates a difference in priorities between Consultants and Contractors in the Highways sector. Consultant priorities are to develop new talent in the face of a skills shortage as this was ranked in first place for the current set of clauses. Contractors recognised that the older clauses provided more support to giving back to society. These results show that more work needs to be carried out both in producing a set of clauses which will fulfil both perspectives main aims. If this is not managed contractor and consultant specific clauses should be formed. The qualitative question responses indicated many positives in the current system through case study examples the results of which should be retained in any newly written clauses. Also making models, which already contain CSR responsibilities such as Building Research Establishment Environmental Assessment Method (BREEAM) or Project 13, contractual should help to reinforce the CSR output of contracts.

The amount of the sustainable procurement agenda contained within the social clauses was determined from both standpoints. An overall average of 31% was determined but consultants and contractors differed: Consultants had a 18% average whereas Contractors had a 44% average. One contractor considered that the social clauses contained 100% of the sustainable procurement agenda. This shows a lack of knowledge and suggests the need for workshops or meet the buyer events to explain the wider contract issues providing input into CSR such as Low Carbon clauses., Equality, Diversity and Inclusion activities, and social purchasing.

The findings are limited by the small number of consultants and contractors who are carrying out Highway works in Northern Ireland above the financial thresholds subject to these clauses. As more organisations commence contracts that are subject to the clauses a further study should be carried out to ensure that the findings remain valid.

5. ACKNOWLEDGEMENTS

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Table 1 Effectiveness of Social Clauses

Consultants & Contractors	Overall Ranking				Consultants only				Contractors only			
	W	AN	RII	Rank	W	AN	RII	Rank	W	AN	RII	Rank
The Buy-Social Clauses in Northern Ireland	17	30	0.57	1	7	15	0.47	1	14	25	0.56	2
Previous social guidelines in Northern Ireland prior to the Buy-Social clauses	21	40	0.53	2	4	10	0.40	3	13	20	0.65	1
Local Government Social Clauses	11	25	0.44	3	7	15	0.47	1	4	10	0.40	3
RIBA Architectural Contract Social Clauses	4	10	0.40	4	0	0	0.00	4	4	10	0.40	3

Social Clauses in other Countries	2	5	0.40	4	0	0	0.00	4	2	5	0.40	3
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Table 2 Percentage of the overall Contract Sustainable Procurement Agenda contained in the Social Clauses

Answer	Overall		Consultants only		Contractors only	
	Count	Percentage	Count	Percentage	Count	Percentage
0%	0	0%	0	0%	0	0%
1-20%	6	54.5%	4	57.15%	2	25%
21-40%	1	9.1%	0	0%	1	12.5%
41-60%	1	9.1%	1	14.28%	0	0%
61-80%	1	9.1%	0	0%	1	12.5%
81-99%	0	0%	0	0%	0	0%
100%	1	9.1%	0	0%	1	12.5%
Average		31%		18%		44%
No Answer	1	9.1%	2	28.57%	3	37.5%
Total	11		7		8	

Table 3 Ranking of the benefits of the Social Clauses

	Consultants & Contractors				Consultants only				Contractors only			
	W	AN	RII	Rank	W	AN	RII	Rank	W	AN	RII	Rank
<i>Providing a Sustainable Environment</i>	32	50	0.64	1	16	25	0.64	2	16	25	0.64	1
<i>Addressing the Skills Shortage</i>	28	50	0.56	2	17	25	0.68	1	11	25	0.44	3
<i>Changing Societal Work Patterns</i>	26	50	0.52	3	16	25	0.64	2	10	25	0.40	4
<i>Upgrading Organisational Skills</i>	26	50	0.52	3	14	25	0.56	4	12	25	0.48	2