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## 2026 L5M5: Useful Exam Managing Ethical Procurement and Supply (L5M5) Forum

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## CIPS Managing Ethical Procurement and Supply (L5M5) Sample Questions (Q21-Q26):

### NEW QUESTION # 21

Ben is CEO of a UK company with £20m turnover and suppliers in the UK and China. Must Ben produce an Anti-Slavery Statement for his business?

- A. No - this is not a legal requirement for his company
- B. No - the government will produce this for him
- C. Yes - it is compulsory for all companies in the UK
- D. Yes - it must be published on his website

**Answer: A**

Explanation:

Comprehensive and Detailed Explanation From Exact Extract of Documents:

The UK Modern Slavery Act 2015 requires companies with an annual turnover of £36m or more to publish an annual Anti-Slavery and Human Trafficking Statement. The L5M5 study guide (p.90) confirms that Ben's company, with a turnover of £20m, does not meet the threshold and is therefore not legally required to publish a statement. However, even if not legally required, organisations are encouraged to act responsibly and voluntarily demonstrate compliance with ethical labour practices. Procurement professionals must be aware of turnover thresholds and ensure compliance when operating in larger organisations.

Reference: Managing Ethical Procurement and Supply (L5M5) Study Guide, p.90

### NEW QUESTION # 22

The Global Compact Principles of the UN are legally binding for the member states who have signed up. Is this TRUE?

- A. Yes- reports must be filed regularly on process
- B. Yes - it is voluntary to join, but it is legally binding once signed up
- C. No- it is voluntary to join and not legally binding
- D. No- it is not legally binding and there is no requirement to publish any progress reports

**Answer: C**

Explanation:

Reference: LO-3.1; Page 257; The role of the UN and ILO in pursuing improved ESG and Ethical standards

### NEW QUESTION # 23

Which of the following is NOT one of the four fundamental principles and rights at work recognized by the International Labor Organization (ILO)?

- A. Freedom of association and the right to collective bargaining
- B. Elimination of forced or compulsory labor
- C. Abolition of child labor
- D. Equal pay for equal work

**Answer: D**

Explanation:

Choice C - Equal pay for equal work is important but is not one of the four fundamental principles of ILO. Thus is the correct answer.

All the other options are core categories of ILO.

Reference:

LO-3.1; Page 249; Standards set by the United Nations (UN) and the International Labor Organization (ILO)

### NEW QUESTION # 24

What is the term for a clause in a contract that, if breached, allows the injured party to claim damages but does not result in the termination of the contract?

- A. Innominate term
- **B. Warranty**
- C. Condition
- D. Representation

**Answer: B**

Explanation:

Choice C- A warranty in a contract is a term that, if breached, allows the injured party to claim damages but does not give them the right to terminate the entire contract. Therefore, this is the answer.

Incorrect answer:

Choice A- A representation is a statement made by one party to another, often during pre-contractual negotiations, to induce them to enter into a contract. Representations are not terms of the contract, so their breach does not directly impact the contract itself in the same way as a condition, warranty, or innominate term. Since the question specifies a contractual clause, representation cannot be the correct answer.

Choice B- A condition is a fundamental term of the contract. Breaching a condition gives the injured party the right to: Terminate the contract, and Claim damages. The question explicitly states that the clause should not allow for termination of the contract. Therefore, a condition does not fit the criteria.

Choice D- An innominate term does not have a predefined classification as a condition or warranty. Its treatment depends on the severity of the breach: If the breach is serious, it could lead to termination (similar to a condition) or if the breach is minor, it only results in damages (similar to a warranty). Since the question specifies a clause that does not allow for termination regardless of the breach's impact, this term is too flexible to be the correct answer.

Reference:

LO-2.2; Page 190-191; Monitoring Contract Performance

#### **NEW QUESTION # 25**

Which of the following are tools that can be used by procurement professionals to evaluate the sustainability risk of contracts, their relative linkages, complexity and also help to identify potential improvements?

1. Macro environmental audit
2. Supplier preferencing
3. Portfolio analysis
4. Supply chain mapping

- A. 1 and 2 only
- B. 1 and 3 only
- C. 2 and 4 only
- **D. 3 and 4 only**

**Answer: D**

Explanation:

Option 3- Portfolio analysis (e.g., Kraljic Matrix) categorizes purchases based on risk and value. It highlights complexity and prioritizes contracts needing attention but is less focused on sustainability unless explicitly incorporated into criteria.

Option 4- Supply chain mapping provides a visual representation of the supply chain, identifying sources of risk, including sustainability challenges. This is a direct and practical tool for assessing the complexity of contracts, linkages, and areas for improvement.

The most relevant tools for assessing sustainability risks and complexities in contracts are portfolio analysis and supply chain mapping. Therefore, the correct answer is Choice C.

Incorrect answer:

Option 1- This tool involves assessing external factors such as political, economic, social, technological, legal, and environmental (PESTLE) influences on procurement activities. It helps identify sustainability risks associated with external conditions, but it is not contract-specific.

Option 2- Supplier preferencing evaluates how suppliers perceive a buyer's business, determining whether the buyer is a core, strategic, nuisance, or exploitable customer. While useful for relationship management, it does not directly assess sustainability risks or contract linkages.

Reference:

LO-2.1; Page 155-163; Assess methods to achieve ESG standards to secure ethical and sustainable supply chains

#### **NEW QUESTION # 26**

