

# COVID-19 Checklist for Consumer Goods and Retail Companies

An abstract graphic featuring a series of glowing blue lines and dots that form a wave-like pattern, resembling a digital signal or data flow. The lines are composed of small dots connected by thin lines, creating a mesh-like structure that undulates across the page.

As the 2019 novel coronavirus (COVID-19) continues to spread across the world, the challenges for companies operating in the consumer goods and retail (CG&R) industry are increasing, as consumer spending, production and distribution are considerably impacted. Companies across all industry subsectors — from luxury and fashion, food and beverage, cosmetics, consumer durables and electronics, to hotels, resorts and tourism — are facing a number of significant business and legal issues. Here is a checklist of emerging risks and possible solutions aimed at helping CG&R companies navigate the rapidly evolving situation.

## Table on Contents

Employees .....	3
Customers.....	3
Supply chain .....	4
Product safety and liability .....	4
Lease issues .....	5
Contractual liabilities .....	6
Insurance .....	6
Going digital and direct-to-consumer.....	7
Data privacy: collecting personal health data .....	7
Trade secret protection .....	8
Antitrust and competition .....	8
Government support for business disruption .....	9
Corporate governance .....	9
Board oversight.....	9
Treasury/liquidity.....	10
Transfer pricing and tax .....	10
Corporate social responsibility, transparency and sustainability .....	11



## Employees

---

The COVID-19 outbreak raises challenging issues for CG&R employers whose workforce is incredibly diverse, including sales staff, retail and operations managers, buyers, manufacturing and production staff, hospitality workers, designers and business support staff, many of whom are engaged on a flexible or casual basis. Given the number of closures of retail premises, restaurants, factories and hospitality facilities as part of worldwide government measures to contain the spread of COVID-19 by forcing the population into confinement, initial concerns around worker safety have shifted to concerns around how to manage a large employee population who cannot go to work. To the extent that companies can remain open and operational in accordance with any governmental restrictions, aspects to focus on from an employer's point of view in the short term include:

- Maintain a safe working environment while at the same time maintaining the volume and standard of operations.
- Present a considered and consistent approach to paying employees affected by COVID-19 or those who are quarantined in compliance with the labor law.
- Minimize exposure to liabilities:
  - Protect the health and safety of employees (in particular, vulnerable employees such as those with disabilities or caring responsibilities for vulnerable relatives).
  - Protect the health and safety of vendors, customers and persons liaising with the company.
  - Protect employees affected by travel bans or who have been quarantined abroad.
- Review applicable government health alerts and track travel and health restrictions.
- Maintain communication with employees.
- Facilitate remote working where possible.

Looking ahead, consider options to avoid or minimize workforce reductions, and make use of government support where available (e.g., short-time working application). In addition to preserving brand reputation, for many CG&R businesses, retaining employees in some form will be important to securing business continuity and being able to hit

the ground running once the COVID-19 crisis subsides and consumer demand for products and services surges.



## Customers

---

Consider how you can best maintain and protect the relationship with your customers, whose continued patronage and loyalty will be critical in the months ahead. While you may not be able to maintain an "in person" relationship with your customers due to government-imposed closures, you can nonetheless keep in contact with your customers during this crisis.

- Protect the health and safety of customers if you operate customer premises that are permitted to remain open during the crisis by adopting recommended hygiene practices.
- Monitor government health alerts and restrictions as they may apply to customer premises and ensure compliance.
- Communicate with your customers, assuring them that their health and safety is your priority, publish the details of your ongoing actions to comply with hygiene standards in the premises and keep customers informed of your efforts.
- If applicable, publicize the details of your online stores and invite customers to make purchases online.
- Keep customers informed about the availability of in-demand goods, delayed deliveries and temporary disruptions to their supply, to reassure customers of your ability to meet demand. For supplies of non-essential goods, keep customers informed about how quickly you will be able to fill back orders once business is back to normal.
- Ensure all customer communications show empathy and are mindful of the unforeseen circumstances that customers may find themselves in, whether it be being forced to cancel a special planned trip or having to self-isolate due to an outbreak. Communications and responses to customer social media commentary can impact on customer loyalty and endure long after the containment of an outbreak.
- Monitor shopping habits to anticipate panic buying and meet demand. You may need to consider limiting purchases where appropriate.



Ensure you also have not overlooked your more vulnerable customers or those who have had to self-isolate.

- Maintain customer loyalty: review existing loyalty programs, and consider amending cancellation policies and offering more flexible booking arrangements.

There may also be opportunities to offer new products and services to your customers to help them manage the challenges of home confinement, such as offering household entertainment in the form of online craft or beauty tutorials or helping to create work and educational spaces at home.



## Supply chain

---

The COVID-19 outbreak is causing unprecedented disruptions to supply chains, and CG&R companies are facing significant and urgent business and legal challenges as a result. What can be done to relieve the pressure?

- Conduct a full risk assessment on the impact of the outbreak on business activities.
- Evaluate options when core supply chains are disrupted.
- Consider whether there are alternative ways of performing contractual obligations but remember that you need to maintain your usual high standards for suppliers — even when working with new suppliers to meet urgent demand — in all sectors, but particularly when dealing with products that could cause health and safety risks (food, personal care, etc.). COVID-19 will not exculpate you from liability should one of your products cause harm. (See [Product safety and liability](#) below for further details.)
- Consider whether there are ways of mitigating the effects.
- If you need to enter into new contracts, draft provisions clearly and comprehensively to cover eventualities such as the present outbreak.
- Consider the possibility of invoking force majeure clauses (see [Contractual liabilities](#) below).
- Monitor the announcement of any new governmental or regulatory policies.
- Reexamine supply chain finance strategies to better protect the integrity of the entire value chain. Different programs can be used to

support vendors or suppliers (allowing you to lean on the other party's credit, if done correctly) and can keep the chain viable by working together.

- You may need to put in place a supply chain task force, including multiple disciplines, as quickly as possible to study potential enterprise risk and keep the board informed of both the monitoring program and results from the monitoring program.

You may also need to assess transfer pricing activity undertaken in response to supply chain disruptions.

- Think about losses suffered as a result of supply chain disruption, and who should bear these losses within the group — whether it be your production entity, a local sales subsidiary or the headquarters.
- In addition, think about how additional cash paid, for example, to your production entity to cover operating expenses, will affect your transfer pricing and financing model. (See also [Transfer pricing](#) and tax below.)



## Product safety and liability

---

CG&R companies may have to urgently select alternative suppliers of products, components or raw materials to fill gaps — even if just temporarily — caused by supply chain interruptions (see [Supply chain](#) above). This may undermine product safety compliance and potentially introduce product defects that could trigger consumer recall and product liability-related risks. Before their selection, companies often extensively vet suppliers. Many suppliers are obligated to join vendor programs that assure compliance with a wide range of laws and regulations, or confirm through audits or other operational reviews their ability to manufacture or supply products in accordance with strict operational and manufacturing specifications. To reduce these risks when urgent selection of an alternative supplier is demanded:

- Consider suppliers with which the company has had a prior relationship or that have a positive history serving the industry.
- Consider safety-critical product, component and raw material specifications and quality assurance processes and identify the key due diligence questions/efforts that can be performed quickly to ensure the supplier's ability to comply



with them; if not, consider the risk versus reward of proceeding.

- For raw material suppliers, identify the key compliance obligations (e.g., products will be free from chemicals of high concern) and confirm them in writing, especially because the supplier may not know the full geographic scope of the product's distribution, and the applicable laws and regulations may not be consistent in all jurisdictions. Do not rely on the assumption that the supplier knows the different applicable laws and regulations across jurisdictions, and do not rely on broad "compliance with laws and regulations" provisions.
- Demand warranty provisions and indemnification for third-party claims and recall costs caused by failure to comply with stated specifications or applicable laws and regulations; if the supplier is unwilling to provide these, consider the risk versus reward of proceeding.
- For suppliers who provide parts that are themselves composed of other parts or raw materials, consider the extent to which due diligence and warranties and indemnities should also expressly cover issues that could arise further up the supply chain of the replacement supplier.
- Ensure a written contract is in place even if the contract is a purchase order.
- Be very wary of battle of the forms issues in urgent contracting situations; competing terms on a website or buried in correspondence could be used to cancel your warranty and indemnification protections, and lead to unintended legal consequences. Ensure your written document is the final expression of your terms, and expressly states that all material, inconsistent terms in other communications are rejected.



## Lease issues

As more and more governments around the world are requiring the closure of premises in an effort to contain the spread of COVID-19, many CG&R businesses are having to close their leased premises, including retail shops, restaurants, hospitality facilities, warehouses and manufacturing facilities. CG&R tenants may wish to clarify their obligations in light of these constantly evolving government requirements.

For businesses with a portfolio of leased premises, whether they be office or retail premises or premises used for operational purposes such as warehousing and manufacturing, tenants should:

- Consider what government limitations have been imposed on the use of the premises, even if access to premises is not restricted. For example, a tenant could potentially place itself in breach of its lease if it does not comply with public health requirements such as deep cleaning or restrictions on large gatherings.
- Keep abreast of changing best practice for cleaning communal premises and other health and safety requirements. Consider who in the building is obligated to pay for these: if the landlord provides cleaning services under the lease, the extra cleaning may possibly be recoverable from tenants if the relevant lease clause is wide enough to cover extra costs incurred in the interests of good estate management.
- Carefully review the lease provisions and applicable law and check if you may qualify for and benefit from the revision of the lease due to existence of an extraordinary event.
- Consider executing a protocol with the landlord in order to regulate provisions applying to the lease until the affects of COVID-19 cease.
- Carefully review lease termination provisions and check if they may be triggered by circumstances relating to COVID-19, and consider whether termination may be an option. However, consider also whether it maybe in the interests of both parties to be flexible and negotiate changes to the lease provisions.

For businesses with brick and mortar stores, there are other issues to consider:

- Consider the impact of neighboring tenants' activities. If another tenant of the same building does not comply with municipal requirements, as a tenant you may be able to ask the landlord to resolve this.
- Check keep-open covenants in leases, and turnover rent provisions (the two often go hand in hand). If it becomes difficult to keep retail premises open, whether due to staff absence or government restrictions, the covenant may be breached. Check if any notices must be displayed in-store or served on the landlord if

you need to temporarily close your stores. If stores are closed for longer periods, or footfall is significantly reduced, both may directly affect turnover rent calculations, and modelling should be adjusted accordingly.



## Contractual liabilities

---

Given the unexpected nature of the COVID-19 outbreak and its wide-ranging impact on business operations, parties to commercial contracts are considering the prospect of affected parties invoking force majeure remedies to excuse delay or non-performance. This is particularly relevant in the CG&R sector, which relies on a complex network of transportation, logistics, distribution and sales parties to source raw materials, produce goods and get them to market and ultimately to the end consumer. If you have entered into commercial contracts (whether as a buyer or supplier) that are, or may be, affected by the outbreak, you should:

- Review each contract carefully, with particular regard to the governing law and force majeure provisions, including any time bars or other procedural requirements.
- Form a preliminary view on whether any force majeure provision is "open" or exhaustive in relation to the list of force majeure events and whether the outbreak or resulting government crisis measures are covered or excluded. Also, consider the validity of force majeure claims made by counterparties.
- If you may need to invoke a claim, consider your obligation to mitigate the effect on non-performance and what steps you can take. Starting a mindful dialogue with the counterparty may be an important part of the process.
- Consider any potential flow-on effects from the invoking of a claim, such as termination of the contract.
- Explore other remedies that may be available, such as the doctrine of changed circumstances, hardship or under a material adverse change clause. In joint venture agreements, consider whether the failure of joint venture parties to agree on a course of action to be taken in light of COVID-19 circumstances could trigger exit or other rights under the agreement.

Aside from your legal position, there are several other important matters of concern:

- For a counterparty that receives a force majeure claim that it does not think is valid, there is the issue of enforcement of the contract, particularly if it does not provide for international arbitration.
- There are the reputational risks and potential damage to long-term supply relationships with key buyers and suppliers. Even where there is no legal basis for force majeure relief, parties that receive force majeure claims may wish to be flexible about amending or restructuring (e.g., by postponing deliveries) the contract to accommodate the affected party.
- Declaring force majeure or receiving a force majeure claim may impact on insurance arrangements (see [Insurance](#) below).
- Buyers that are part of a chain of supply contracts may themselves need to declare force majeure, in response to a supplier's declaration, in order to avoid being in breach. Each contract in the chain may be on different terms or subject to entirely different governing laws, and this can create substantial challenges for the buyer, especially where their downstream contract has less favorable (or no) force majeure provisions. There may also be separate time bars or other procedural requirements.
- If you are entering into new contracts, consider the force majeure provisions with particular care.



## Insurance

---

The impact of COVID-19 on business continuity, supply chains and travel needs may lead to significant losses. It is important to assess and understand whether these losses may be covered by insurance policies. Companies should:

- Determine whether current insurance policies provide the right types and levels of coverage for crisis situations and are responsive to any changes in the business. Ensure that policies cover business interruption risk and understand any exceptions in the policies.
- Understand the losses they are seeking to guard against (e.g., pandemics) and determine whether these losses are covered.
- Assess the impact of force majeure on insurance arrangements.
- Monitor credit ratings of insurers in the underwriter tower.



- Check your notification obligations and ensure you give timely notification of events under the policies. Prepare for and create a communication strategy with your underwriters to protect your contractual rights to insurance should an event occur.



### Going digital and direct-to-consumer

In light of the growing number of government closures of bricks and mortar stores and shopping centers, brand owners and retailers should prepare to respond to a switch from in-store to online consumer purchases — a switch that may well last beyond the COVID-19 crisis. Brands that are flexible and can nimbly adapt to consumer shopping habits shifting online will be better placed to meet demand and maintain customer confidence as the situation evolves, so now is the time to put in place or reinforce your online presence.

- Consider increased investment in online sales channels as part of an omnichannel distribution strategy.
- Review online sales capacity and work with logistics partners to meet increased online delivery demands.
- Monitor consumer shopping habits through an analysis of customer data patterns and social media commentary, in order to pre-empt any shifts in consumer preferences. Make sure that your consents and policies regarding the use of customer data are up to date and robust.

With products stored in warehouses and shops closed, think about whether you could move to a direct-to-consumer model until restrictions on businesses are lifted and stores reopen.

- This may involve considerations such as reviewing existing distribution agreements, delivery logistics, customer service arrangements, digital platforms and the impact of going direct-to-consumer on your brand strategy.
- When taking your business online, you will be handling sensitive customer data such as credit card details, personal data, shopping habits, etc. Ensure your online operations are designed to comply with applicable data privacy obligations,

and review and refine your cyber security incident response plan.



### Data privacy: collecting personal health data

For many CG&R companies, data privacy is already a top compliance obligation, particularly for those companies that have taken their businesses online. Many companies are now having to make urgent decisions to keep their workforce safe and ensure business continuity, which may involve some additional data processing because of the crucial role that data plays in containing the spread of the virus. However, not all data processing can be justified on that basis. A balance must be found between protecting public health and personal privacy. Employers will need to assess whether or not certain data processing they are considering will comply with data privacy regulations.

- Assess whether data privacy regulations allow you to lawfully collect and process from employees or visitors such as delivery drivers, certain personal and sometimes sensitive data, such as body temperature and travel information.
- Check if your local data privacy regulator has issued any guidance either permitting or restricting the collection of personal data for the purposes of identifying COVID-19 cases.
- Assess, under both data privacy and employment legislation, whether as an employer you may establish information channels requiring employees to notify certain COVID-19 information about themselves or colleagues to HR or line managers.
- While many of your employees may be in customer-facing roles and cannot perform their job responsibilities remotely, some of your employees in key support functions may be working remotely. Ensure any teleworking strategy you design and implement minimizes the related cybersecurity and data privacy risks that arise, for instance, because you open up usually restricted systems for remote access, you allow employees to use personal devices for accessing the organization's systems and resources, or malicious actors leverage COVID-19 to attack organizations.



## Trade secret protection

---

Companies are permitting or requiring employees to work remotely due to COVID-19 concerns or requirements, and in the interest of business continuity may be inclined to relax otherwise well thought out document management rules or allow for workarounds from the usual security measures. For CG&R companies with a heavy emphasis on retail operations, numerous sources of potential trade secrets exist, including sources of supply, pricing information, marketing plans, confidential supply disruption plans and customer lists.

Whether your company has a sophisticated trade secret protection plan in place or not, the current work environment will stress policies and procedures. Employees — including those of your contracting parties who may have access to your trade secrets — pose the biggest threat to keeping a company's valuable trade secrets secure. In this environment, employees may assume that they have wider latitude to access, email, copy, send, print or download information.

- Communicate confidentiality and security obligations and requirements for the remote working environment to your employees. Set clear expectations on what information the business considers to be confidential or trade secrets and what particular steps employees are required to follow when using or accessing that information.
- If you have valuable information or trade secrets that are licensed from or accessible to third parties, be clear on the requirements for the ongoing protection of the information. This may be the time to remind your contractors, franchisees or licensors of their obligations in relation to the treatment of this information and inquire about their security procedures, given that remote working is increasingly being put in place.
- Establish a protocol for approvals of new or heightened levels of access to information, taking into account whether access is necessary, particularly for highly valuable information. If you haven't already, now is the time to assess your trade secrets to catalog them and confirm the information that is "need-to-know."

- Consider the use of technology that allows for review without the ability to download or print documents, and options for monitoring access and evaluating technical infrastructure.



## Antitrust and competition

---

While you should consider all appropriate and necessary measures to protect your business against COVID-19 related risks, or to respond to an unusually high customer demand for products such as food and personal care products, you should continue to determine your commercial behavior independently, and in a manner that remains in full compliance with applicable antitrust laws. Antitrust authorities across the globe are already targeting commercial behavior triggered by the COVID-19 outbreak. For example, you should not collude or exchange information with your competitors about:

- changes to your commercial policies in response to the COVID-19 outbreak, e.g., changes to or waivers of cancellation policies and booking modifications, changes to loyalty programs, price promotions/discounts for specific products, etc.
- changes to your employment terms (e.g., salary freezes, compulsory unpaid leave periods, etc.)
- measures to reduce capacity/maintain prices for products for which demand has slumped ("crisis cartels")
- limitation of supplies to customers/price hikes for products where demand exceeds available supplies

This does not mean that any form of cooperation between companies will automatically attract regulatory scrutiny, particularly where this cooperation is focused on ensuring a continued supply of products to consumers. For example, competition authorities in Europe have confirmed publicly that they will not act against cooperation between companies to the extent that it is (1) temporary and (2) necessary to (3) avoid a shortage in supply and fair distribution of scarce products to all consumers. The European Commission and national competition authorities are prepared to provide informal guidance to companies that have doubts as to the compatibility of their cooperation.



## Government support for business disruption

---

As supply chains are disrupted, workforces quarantined and with customer demand falling, particularly where retailers and other customer-facing businesses have been ordered to shut down, many CG&R businesses are facing severe business disruption and liquidity issues. In response, governments around the world have indicated that they will assist struggling businesses through these difficult times.

- Companies whose business is severely impacted should check the availability of government aid measures and packages with their respective local, regional and national governments. Many jurisdictions have introduced a range of tax policy and tax administration measures to support individuals and businesses struggling with cash flow issues or tax compliance obligations. The measures are varied and include stimulus packages, deferral of tax payments and relaxation of filing obligations, accelerated payments of refunds, mitigation of penalties, and the introduction of debt payment plans. Businesses should consider the extent to which these measures can provide relief.



## Corporate governance

---

COVID-19 also raises issues for corporate governance and decision-making, which in turn affects business continuity.

- COVID-19 related travel restrictions, general advice not to travel and public health warnings to avoid large gatherings will have implications for corporate decision making, particularly in jurisdictions that require board members to be physically present at board meetings and where board members may live or temporarily be based in different countries. Consider whether board meetings can instead be held by remote means. However, check that any changes to your normal corporate decision-making practices will not have any knock-on effects, such as for holding companies in jurisdictions with economic substance requirements that require the directors' physical presence at board meetings.

- Similarly, filing annual accounts and holding annual general meetings will be affected by travel restrictions and public health concerns. Review the applicable requirements and consider whether postponing meetings or virtual attendance is permitted, and monitor any guidance or temporary relaxation of requirements issued by corporate registries in response to COVID-19.
- At the parent company level, when taking group-wide decisions, such as about business travel restrictions for the group, remember that subsidiaries will need to comply with their own local entity governance rules before taking certain decisions, and local law directors' duties will apply.
- When making decisions about losses incurred due to supply chain disruptions, be mindful that a decision taken in relation to loss by one entity in the group, which is in a different country to where the loss was actually suffered, may impact on the tax deductibility of that loss. See also [Transfer pricing and tax](#) below for other considerations.



## Board oversight

---

Given the enterprise risk level following the COVID-19 outbreak and economic downturn, it is critical that the board has oversight of the monitoring process and actions undertaken by the company to mitigate its risk. This is particularly important where public health and safety risks are involved, whether these be the direct risk of infection of employees or customers, or indirect risks such as food or product safety risks that arise due to an urgent need to find alternative suppliers of ingredients or components due to supply chain interruptions (see [Product safety and liability](#) above). Points to consider include:

- Implement a reporting and monitoring protocol to ensure the board is kept informed of COVID-19 related risks facing the company. The protocol should also bring the C-Suite to all board meetings.
- Consider putting in place a multi-disciplinary supply chain task force to study enterprise risk scenarios and to keep the board informed of both the monitoring and the results. Other task forces to consider putting in place include working capital and free cash flow forecasting task forces.



- The board should seek appropriate advice to ensure it is complying with its responsibilities, including independent financial advice from external advisors and experts.
- Carefully document the board's oversight activities, which will become important to show that directors have complied with their duties, particularly when difficult decisions are taken. The documentation should reflect dynamic scenarios and company responses considered, including virus-related path dependencies (time, geography, intensity and recurrence) and economic scenarios (quick recovery, long recovery and deep recession) as well as all advice and options considered.
- Companies that are already listed on a public exchange or have listed securities will need to consider their continuing disclosure obligations relating to business risk and impact as the COVID-19 impact on their business evolves. Some companies may elect to postpone their annual meetings until after the crisis and should also consider whether to refer to the possible impact of COVID-19 on their business in the reporting of principal risks and uncertainties when preparing their year-end accounts.
- In the near term, it is likely that the market will turn to activism on ailing companies. Improved board and C-Suite readiness for activist campaigns should start now.
- Consider factoring arrangements and understand recourse versus nonrecourse implications upon disclosure and economic rights.
- Work to access previously "trapped" cash overseas to better use it to fund liquidity — particularly around year and quarter ends to manage covenant obligations. Cash can be trapped for any number of reasons, such as due to local country rules, central banking restrictions, currency controls, local country losses or even minority shareholders.
- Consider using supply chain finance techniques to improve working capital metrics and improve enterprise risk related to suppliers.
- Work with the internal procurement group to improve working capital numbers (payables, receivables and inventory on hand). Slow inventory production to the extent possible to match demand.
- Work to drive better results in days payable and receivables outstanding and finished goods inventory.
- Consider alternative forms of liquidity, such as minimum sale and leaseback real estate transactions.



## Treasury/liquidity

---

Treasury functions should be included in the material business or strategic changes the company is considering.

- Revisit banking relationships: speak with banks to understand their capacity to provide the company with emergency funding if necessary. Consider privately placed term loans within an existing bank group to lock down short-term liquidity needs.
- Work to renegotiate exceptions into the committed credit facility covenant to maintain critical access to capital. This can be done through one-time exceptions or more broadly to migrate to a more stable covenant. Consider exercising the accordion function within the credit facility to increase access to capital.



## Transfer pricing and tax

---

- Review transfer pricing policies more generally to see how they will be affected by the economic downturn: for example, review the adjustment of benchmarks, sharing of losses, treatment of exceptional costs and intragroup subsidies. This will need to be based on a review of the contractual sharing of risks, functional analyses and benchmarks.
- Ascertain the impact of potential customs duties as a result of transfer pricing adjustments made in response to the current situation
- Review existing advanced pricing agreements because critical assumptions linked to economic conditions may trigger advance pricing agreement renegotiation or even termination in some cases.
- In situations where key personnel normally based in one country are forced to spend prolonged periods in another jurisdiction (especially when performing essential business functions), there is a risk that a permanent

establishment could be created and otherwise raise questions from the tax authority in that other country. This could potentially trigger discussions as to which country has the right to tax.



### **Corporate social responsibility, transparency and sustainability**

---

Your policies, practices and commitments around corporate social responsibility (CSR), transparency and sustainability remain just as important now, if not more so, particularly when parties in your supply chain are under pressure to either produce more in-demand goods or to urgently source alternative suppliers of products, components or raw materials. As mentioned above, COVID-19 does not exempt you from maintaining the integrity of your supply chain and ensuring transparency.

- In light of recent natural disasters and this current crisis, the population in general is becoming more and more aware of how fragile our world can be, and this is likely to have a lasting impact on consumer psychology and behavior. Consumers will likely be even more aware of the impact their buying decisions have on the environment than they have in the past, and will want to know that the brands they buy are ethical and sustainable; the notion of shared values and a sense of community will likely be important to consumers coming out of COVID-19 crisis.
- Therefore, good governance and CSR, and remaining committed to your environmental, social and governance (ESG) efforts or programs should not be put on hold during this time. There may also be ways to give back to the community during this time, such as by donating product or providing in-kind support.

## **Coronavirus Resource Center**

You can access our [Coronavirus Resource Center](#) for information which is regularly updated. It covers key areas such as employer obligations, contract issues, supply chain disruption, financing and insurance.