



# Supplier Code of Conduct

## 1. Introduction

The Norwegian Geotechnical Institute Foundation's (NGI's) Supplier Code of Conduct sets out the contractual terms and expectations concerning the ethical conduct of our suppliers and their adherence to laws and regulations. This Supplier Code of Conduct applies to any supplier that enters into a supply agreement with NGI.

The Supplier Code of Conduct is based on international conventions and regulations covering human and labour rights, including the UN Universal Declaration of Human rights, the European Convention on Human Rights (ECHR), ILO Declarations and UN Guiding Principles for Business and Human Rights.

## 2. Scope

All suppliers to NGI are subject to the supplier code of conduct. If a supplier uses sub-contractors or suppliers to meet its contractual obligations, the supplier is responsible for extending the terms and expectations in this Supplier Code of Conduct throughout its supply chain.

## 3. Ethical requirements

### 3.1 Compliance with laws and conventions

The supplier shall respect human and labour rights set out in international conventions, and local laws and regulations applicable to the jurisdictions in which the supplier operates. Where conventions, laws and regulations deal with the same topic, the strictest standard shall apply. This also applies to cases where this Supplier Code of Conduct is stricter than national legislation.

### 3.2 Due diligence for responsible business conduct

The supplier shall implement the due diligence process according to OECD Guidelines for Multinational Enterprises and manage any actual and potential adverse impacts on people or the environment in its own operations and its supply chain.

### 3.3 Human rights

The supplier shall respect and not contribute to any breaches of internationally recognized human rights, and carry out its business in line with the UN Universal Declarations of Human Rights and the European Convention on Human Rights (ECHR).

### 3.4 Labour rights

#### 3.4.1 Prohibition of child labour (ILO no. 138 and 182)



Children under the age of 15 shall not perform work in NGI's supply chain. Where there is a national minimum age for employment or a defined age of completion of compulsory education, the highest age shall apply.

Where work is performed by youth under the age of 18, the supplier shall document that the work performed is not dangerous or harmful to the young worker, such as heavy lifting or working at night.

#### **3.4.2 Prohibition of forced labour (ILO no. 29 and 105)**

All work shall be performed voluntarily, and no form of slavery or forced labour shall occur. The workers shall be free to leave the workplace premises and terminate the employment according to applicable regulations.

#### **3.4.3 Freedom of Association and Protection of the Right to Organise Convention (ILO no. 87 and 98)**

All workers shall be free to form or join trade unions and employee organisations or bargain collectively at their own will. The supplier shall ensure that the employees who are members of trade unions are not subjected to reprisals or discrimination.

In cases where freedom of association and collective bargaining are restricted by national legislation, the supplier shall facilitate alternative mechanisms or ensure that employees can freely choose their representatives.

#### **3.4.4 Prohibition of discrimination and harassment (ILO no. 100 and 111)**

Workers shall be treated with openness, respect, equality, and respect for diversity. There shall be no discrimination in employment terms based on ethnicity, nationality, religion, age, disability, gender, marital status, sexual orientation, trade union membership or political affiliation.

The supplier shall have zero tolerance for workers being subjected to harassment, threats, insulting behaviour or unfair dismissals. Physical abuse or punishment, including sexual abuse or the threat of physical abuse, is prohibited.

#### **3.4.5 Employment terms and regular employment**

All employees are entitled to a written employment contract in a language they understand, that specifies the terms of employment, salary, working hours and terms for dismissal.

Employees shall be recruited responsibly; no employment fees shall be demanded and no withholding of identity papers shall be practiced in connection with the recruitment. Employees shall always have access to their national identity papers, and suppliers of NGI shall not withhold such documents from workers.

#### **3.4.6 Fair payment**



All workers shall be paid fairly, and wages shall always be enough to meet basic needs, including some discretionary income. As a minimum, the compensation for a standard working week shall meet national minimum wage regulations or meet minimum industry standards.

#### **3.4.7 Working hours and rest**

Working hours comply with national laws or industry standards, and shall not exceed working hours set out in applicable international conventions. Regular working hours per week shall not exceed 48 hours, and workers shall be provided with at least one day off for every 7-day period.

The supplier must ensure that workers get breaks, rest, holidays, compensation for sick leave, parental leave, and overtime compensation in line with applicable regulations and international conventions.

#### **3.4.8 Health and Safety**

The supplier must work systematically with health and safety and the prevention of injuries, occupational diseases, violence and threats, and ensure a safe working environment. It is not permitted to consume or be under the influence of intoxicants while at work for NGI.

The supplier shall regularly carry out risk assessments and implement measures to prevent and minimise the risk of hazards, accidents and health damage related to the work. The workers must regularly receive relevant and applicable health and safety training.

#### **3.4.9 Notifications/whistleblowing**

The supplier shall have routines and channels for reporting unacceptable conduct and conditions in line with applicable national legislation. Notification channels must be known and available to the supplier's employees, contractors, and subcontractors. Whistleblowers and others entitled to similar protection must be protected against retaliation.

#### **3.4.10 Rights of minorities**

The supplier's activities shall not contribute to the destruction of the resources and income bases for marginalised population groups.

### **3.5 Environment**

Any adverse environmental impact shall be reduced throughout the value chain. In line with the precautionary principle, measures must be implemented to continuously minimise emissions of greenhouse gases and local pollution, the use of harmful chemicals and pesticides, and to ensure sustainable resource extraction and management of water, sea, forest and land, and conservation of biological diversity.

National and international environmental legislation and regulations must be complied with, and relevant emission permits must be obtained.



## **3.6 Ethical business conduct**

### **3.6.1 Business integrity**

Corruption and other forms of financial crime are not accepted. The supplier shall not offer, give, accept, solicit, or receive, directly or indirectly, bribes or other improper benefits for personal or business gain, including benefits to customers, agents, contractors, suppliers, or public officials.

The supplier shall not take part in any form of money laundering. The supplier must ensure that financial transactions to which the supplier or NGI are parties are not linked to any money laundering activities. The supplier's workers on assignments or business trips for NGI shall not purchase sexual services.

### **3.6.2 Conflict of interest**

The supplier's business decisions and conduct must not be motivated or influenced by personal circumstances or interests. The supplier shall identify and handle any conflicts of interest and make NGI aware of conditions that may create a conflict of interest when carrying out the assignment.

### **3.6.3 Fair competition**

The supplier must respect applicable national and international competition laws and regulations. The supplier must not cause or participate in activities, agreements or arrangements that may hinder or distort competition, including, but not limited to, collusion on pricing and other forms of illegal market collusion.

### **3.6.4 Information security and personal data**

The supplier shall comply with the information and personal data rules and regulations, safeguard the necessary confidentiality, and manage its and customers' information tangible and intangible assets professionally.

### **3.6.5 Research Ethics**

Where applicable, the supplier shall follow the applicable Norwegian Research Ethics Guidelines and the specific Research Ethics Guidelines for natural sciences and technology and other applicable ethical guidelines for research.

### **3.6.6 Sanctions and trade restrictions**

The supplier shall take all necessary precautions to ensure that neither they nor their suppliers are involved in business with parties that may be subject to sanctions and restrictions or operate in countries where trade restrictions apply.



## 4. Follow up on the Supplier Code of Conduct.

### 4.1 Compliance and control

NGI, and third parties appointed by NGI, have the right to carry out announced or unannounced controls of the supplier and the supplier's subcontractors to investigate compliance with this Supplier Code of Conduct. NGI can request that the supplier completes a self-declaration or participates in follow-up meetings related to the implementation of this Supplier Code of Conduct

If non-compliance or suspected violations of the requirements in this Supplier Code of Conduct are identified by NGI or the supplier itself, the supplier must follow this up with appropriate corrective actions.

Severe and/or persistent breaches of this Supplier Code of Conduct are considered a material breach and give NGI the right to terminate the contract. This applies even if this is not explicitly mentioned in the contract between the parties.