

NCI AGENCY SUPPLIER CODE OF CONDUCT

SCOPE

This Code of Conduct applies to all suppliers doing business and bidders seeking to do business with the NATO Communications and Information Agency (NCI Agency). It sets forth NCI Agency's expectations for all existing and potential suppliers, their employees, parent, subsidiary or affiliate entities, and subcontractors. NCI Agency expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary, and affiliated entities as well as any subcontractors, and that it is done in a manner that is understood by all.

SECTION 1 – LABOUR STANDARDS

Article 1 – Forced or compulsory labour

Suppliers shall not have recourse to any use of forced, bonded, indentured labour or involuntary prison labour. All work, including overtime work, shall be voluntary and workers shall be free to leave upon reasonable notice. Suppliers shall not mandate that workers hand over government issued identification, passports or work permits as a condition of employment.

Article 2 – Minimum wages

- a. Suppliers shall comply, at a minimum, with all applicable labour laws and regulations, including those pertaining to minimum wages, overtime work, danger pay, and other benefits and entitlements mandated.
- b. Suppliers shall ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers shall keep a record of such payments. Deductions from wages are permitted only under conditions and if prescribed by the applicable law, regulations, or collective agreement. Suppliers shall inform the workers concerned of such deductions. The wages, hours of work and other working conditions provided by suppliers shall be not inferior to the best conditions existing locally, for work of the same character performed in the same working position and environment.

Article 3 – Health and Safety

- a. Suppliers shall comply with all applicable legislation, regulations, and directives to ensure a safe and healthy workplace or location where production occurs and/or where services are performed. At a minimum, suppliers shall ensure access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness treatment facilities and machine safeguarding. Suppliers shall also ensure these same standards apply to any dormitory or canteen facilities.
- b. Suppliers shall ensure that:
 - i. the workplaces, machinery, equipment, and processes under their control are safe and without health risk;
 - ii. the chemical, physical and biological substances and agents under their control are without health risk when the appropriate measures of protection are taken; and

- iii. adequate protective clothing and protective equipment are provided to prevent risk of accidents or of adverse effects to health.

Article 4 – Child Labour

Suppliers shall not employ children below the minimum age of employment or completion of compulsory schooling permitted by the applicable law where the performance, in whole or in part, of a contract takes place. All workers under the age of 18, shall be protected from performing any work that is potentially hazardous or may interfere with the child's education or that may harm the child's health physical, mental, social, spiritual, or moral development.

Article 5 – Discriminatory Practices

Suppliers shall ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of gender, race or ethnic origin, religion or belief, age, social status or sexual orientation. Suppliers shall take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors engage in any discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

SECTION 2 - HUMAN RIGHTS

Article 6 – Human rights violations and abuses

Suppliers shall respect the protection of internationally proclaimed human rights and shall ensure that they are not complicit in human rights abuses. Suppliers shall not use or engage in harsh or inhumane treatment, coercion, or corporal punishment of any kind, nor threaten any such treatment.

Article 7 – Inhumane or degrading treatment of employees

- a. Suppliers, their parent, subsidiary, and affiliated entities as well as any subcontractors, shall not allow their employees or persons engaged by them to use or engage in any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.
- b. The standards of conduct with respect to the prohibition of sexual exploitation and abuse include but are not limited to, the prohibition of:
 - i. engagement in sexual activity with any person under the age of 18, regardless of any laws of majority or consent;
 - ii. exchanging money, employment, goods, services, or other things of value, for sex; or
 - iii. engaging in sexual activity that is exploitive or degrading to any person.

SECTION 3 – ENVIRONMENT

Article 8 – Compliance with existing legislation on environmental protection

Suppliers shall comply with existing legislation and regulations regarding environmental protection. Suppliers shall have a careful approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the distribution of environmentally friendly

technologies.

Article 9 – Safe management of chemical and hazardous materials

If released in the environment, chemical and other hazardous materials shall be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal. Suppliers shall be responsible for reporting inappropriate or unauthorised release of such materials to the appropriate authorities.

Article 10 – Safe discharge of wastewater and solid waste

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities shall be monitored, controlled, and treated as required prior to their discharge or disposal.

Article 11 – Control and treatment of polluting air emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations shall be characterized, monitored, controlled, and treated as required prior to their discharge or disposal.

SECTION 4 – DATA PROTECTION

Article 12 – Cyber Security

Suppliers shall adhere to market best practices on cyber security aspects for all Information and Communications Technology (ICT) services involved in the contract delivery to NCI Agency. Suppliers are required to promptly and properly address known vulnerabilities that may impact the organization's business and inform NCI Agency in a timely manner regarding any security breaches that may impact NCI Agency. Suppliers shall ensure the capability to continue to securely deliver services within acceptable levels in event of service disruption

Article 13 – Protection of NCI Agency/NATO information

Suppliers shall adhere to best market practices to ensure protection of physical and electronic NCI Agency/NATO information, both on the supplier's premises and when NCI Agency personnel have physical access to those premises and when the supplier's employees have physical access to NCI Agency premises.

SECTION 5 – ETHICAL CONDUCT

Article 14 – Corruption and bribery

Suppliers shall adhere to the highest standards of moral and ethical conduct, shall respect local laws, and shall not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

Article 15 – Management of conflicts of interest

Any situation that may appear as a conflict of interest to NCI Agency and/or the possibility of any professional under contract with NCI Agency having any kind of economic ties with the supplier or an interest of any kind in the supplier's business shall be disclosed to NCI Agency by suppliers.

Article 16 – Gifts, hospitality, free services

Suppliers are aware that NCI Agency personnel are prohibited from accepting gifts in cash or kind, hospitality or other benefits/favours from external sources which may compromise their impartiality or give rise to the perception of a lack of impartiality. Suppliers are also aware that whilst NCI Agency personnel can accept incidental gifts, hospitality or other benefits that are within the normal bounds of propriety, a normal expression of courtesy, or within the normal code of hospitality, NCI Agency personnel must report such acceptances and refusals to NCI Agency senior management.

Article 17 - Post-employment restrictions

Post-employment restrictions may apply to NCI Agency personnel in service and former NCI Agency personnel if such persons had prior professional dealings with suppliers. Former NCI Agency personnel will not be accepted as consultants or commercial counterparts for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed.

Article 18 - Full and Open Competition

Suppliers shall comply with competition and antitrust legislation and regulations. Suppliers shall adhere to the principles of full and open competition, and shall not engage or participate, directly or indirectly, in any collusive, anti-competitive or coercive business practices such as price fixing, bid rigging, division of markets, limitation of supply, or cartel activity, nor exchange recent, current, or future pricing information or other commercially sensitive information with competitors.

SECTION 6 – COMPLIANCE AND SANCTIONS

Article 19 – Compliance

NCI Agency reserves the right to request information from Suppliers in relation to their compliance with the Code of Conduct. Suppliers are under obligation to inform the NCI Agency in a timely manner when they become aware that they are in non-compliance with the Supplier Code of Conduct or applicable legislation and regulations. Suppliers are obligated to address non-compliance without undue delay; if Suppliers are unwilling or unable to do so, this may constitute grounds for contract termination at the full discretion of the NCI Agency.

Article 20 – Contract termination

Failure to comply with a provision of this Code of Conduct may constitute grounds for termination under contract at the full discretion of NCI Agency.