**Company Policy for Supplier Conduct**

* **ostajayhtiön näkökulmasta**

\* Toimintaohjepohja tehty ensisijaisesti ostajayhtiön näkökulmasta tilanteeseen, jossa yhtiö käyttää alihankkijoita/toimittajia ja edellyttää sopimuskumppaneiltaan vähintään ohjeistuksen tasoista liiketoimintaetiikkaa ja paikallisen lainsäädännön huolellista noudattamista. Tässä pohjassa tämä ohjeistus (**Code of Conduct**) tulee osaksi kaikkia sopijapuolten välisiä sopimusjärjestelyjä.

Toimintaohjepohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta.

**HUOM.! Tämä toimintaohjepohja ei sovellu käytettäväksi käytännön tilanteisiin ilman juridisen asiantuntijan tarkistusta ja korjauksia.**

*DRAFT 0.1 - January \_\_, 20\_\_*

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**SECTION 1 - INTRODUCTION TO THE CODE OF CONDUCT**

1.1 Firma is committed to high business ethics and standards as well as integrity as outlined in Firma’s Code of Conduct. Firma expects all of its suppliers to commit to equally high standards and business ethics.

1.2 This supplier code of conduct (“Code”) sets out Firma’s minimum requirements for the suppliers and is mandatory in order for the supplier to conduct business with Firma.

1.3 For the purposes of this Code “supplier” shall mean any and all suppliers of deliverables including but not limited to supplies, goods, services, rights, consultation, equipment and products to Firma and any business entities affiliated to such suppliers (by way of consolidation in the same group of companies or otherwise).

1.4 Firma requires that all suppliers review and comply with this Code. The supplier is required to ensure that entities affiliated to the supplier comply with the suppliers obligations set out in this Code.

1.5 This Code forms an integral part of all contracts and commitments between supplier and any entity within the Firma group.

**SECTION 2 - HUMAN AND LABOUR RIGHTS**

2.1 The supplier is required to

a) fully conform with human rights arising out of national law and international treaties, in all respects;

b) to treat each individual respectfully and with dignity, and

c) to respect privacy and rights of each individual.

2.2 The supplier is required to refrain from

a) child labour; that isto employ children who are younger than the minimum legal age for employment. The minimum age for employment is 15 years;

b) forcing any person to work against his or her will;

c) any persecution, discrimination and/or harassment based on any reason whatsoever such as gender, age, sexual orientation, colour, race, social background, ethnic origin, disability, pregnancy, religion, political opinions, union membership, and

d) sexual, physical or verbal abuse and corporal punishment and threat of the same

2.3 The supplier is required to treat its employees in a fair and equal manner and to respect the employees’ freedom of association and collective bargaining.

2.4 The supplier is required to pay (and ensure that its sub-suppliers and subcontractors pay) its employees at least minimum salary in accordance with the applicable law and/or collective bargaining agreement.

2.5 The supplier is required to fully comply with applicable legislation and/or collective bargaining agreements related to working hours and rest periods.

**SECTION 3 - OCCUPATIONAL HEALTH AND SAFETY**

3.1 The supplier is responsible for the health and safety of its employees. The supplier is required to take the best possible precautionary measures against accidents and occupational diseases.

3.2 The supplier is required to provide training and ensure that employees are educated in health and safety issues and to introduce and maintain an adequate occupational health & safety management system. The supplier shall investigate and report to Firma any health or safety related incidents relevant to cooperation with Firma.

3.3 If the supplier is working at any site of Firma or its customer, the supplier is required to comply with all health and safety instructions of Firma and its customer.

**SECTION 4- PROTECTION OF ENVIRONMENT**

4.1 The supplier is required to comply with all environmental laws, regulations and standards applicable to its operations. The supplier will observe environmentally friendly practices in all locations where it operates.

4.2 The supplier is required to map environmental risks and impact relevant to its business and to have in place an action plan for managing risks and mitigating environmental impacts.

**SECTION 5 - BUSINESS PRACTICES AND LEGAL COMPLIANCE**

5.1 The supplier is required to conduct its business in an ethical manner. This includes that the supplier:

a) refrains from all forms of corruption and bribery, direct or indirect. The supplier is especially required to ensure that payments, gifts, hospitality and other dealings with customers (including Firma employees), public authorities and all other parties are in compliance with applicable anti-bribery laws and not lavish;

b) strictly complies with competition and anti-trust laws in all aspects of its business;

c) refrains from any infringements of intellectual property rights;

d) protects the confidentiality of all confidential information provided by Firma and others;

e) takes responsibility of any personal data in its possession and carefully restores such data. The supplier is required to comply fully with data security legislation;

f) undertakes to have in place and to maintain all statutory social and other insurances;

g) complies with international trade regulations and export control regulations.

5.2 The supplier is required to comply with all applicable legislation in all jurisdictions where it conducts business.

5.3 The supplier is required to accurately and transparently record information related to its business activities, financial figures and situation in conformity with applicable legislation.

5.4 The supplier undertakes to provide Firma all necessary documents and information required by applicable laws.

**SECTION 6 - CONFLICT OF INTEREST**

6.1 The supplier is required to avoid any potential conflicts of interest.

6.2 If the supplier detects a circumstance which might lead to conflict of interest, the supplier shall forthwith inform Firma of such circumstance. The supplier shall always disclose of any financial interest an employee of Firma may hold in the supplier’s business.

**SECTION 7 - REPORTATION AND COOPERATION**

7.1 The supplier shall have a sufficient management system to ensure compliance with these Code’s and the supplier is required to monitor on regular basis the compliance with this Code, and immediately inform Firma about any occurrences which might violate the compliance.

7.2 If Firma so requires the supplier will also provide Firma with documentation regarding any of the elements listed in this Code, and allow Firma and/or parties designated by Firma to perform and participate in compliance monitoring and audits of documents and premises at a mutually agreed date and time. Firma and the persons participating in such audits shall give appropriate confidentiality commitments.

7.3 The supplier shall ensure that this Code or equally strict ethical standards are complied with throughout its own supply chain and shall ensure that the audit rights in section 7.2 will be included in all contracts with its own sub-suppliers and subcontractors.

**SECTION 8 - ENFORCEMENT**

8.1 If Firma detects that the supplier is not fully in compliance with this Code or does not otherwise meet the relevant expectations and business standards, Firma may provide the supplier with guidance on which actions the supplier is required to take. The supplier undertakes to take such corrective actions forthwith. Such guidance does not limit Firma rights in sections 8.2 and 8.3 in any way.

8.2 In the event the supplier breaches any essential obligations set out in this Code, especially obligations in sections 2-5, Firma has right to terminate any and all contracts with the supplier forthwith at the cost of the supplier. Such termination right exists without prejudice to any other rights Firma may have under such contract.

8.3 The supplier shall defend and hold Firma harmless against any consequences of its non-compliance with this Code.