



THE NORWEGIAN ARMED FORCES
The Norwegian Defence Logistics Organisation

2020017974
Assured Access Contract (AAC) regarding Strategic Sealift

Annex F
Contractor's Social Responsibility

1 Background

The Norwegian Armed Forces aim to make effective procurements that support sound and sustainable economic and social development having consideration for people, society and the environment. In order to achieve this goal the Norwegian Armed Forces have a number of conditions that potential contractors must satisfy. These include requirements regarding contractor's level of social responsibility, environmental responsibility, economic responsibility as well as requirements to his corporate governance.

2 Social responsibility

2.1 Ethical requirements

The Contractor shall comply with ethical requirements elaborated by Ethical Trading Initiative Norway and the Agency for Public Management and eGovernment (Difi), cf. Annex G-1.

Annex G-1 shall be signed and delivered to the Purchaser at the time of entering into the agreement, at the latest.

2.2 Wages and Working Conditions

2.2.1 Prevailing Wages and Working Conditions

The Contractor undertakes to ensure that the Wages and Working Conditions for employees in its own organisation or sub-contractor's employees who directly contributes to the fulfilment of this agreement, comply with the wages and working conditions stated in act of 17 June 2005 no. 62 relating to working environment, working hours and employment protection etc.(The Working Environment Act), act of 29 April 1988 no. 21 relating to holidays (The Holidays Act) and any other relevant laws.

The Contractor shall ensure that in areas related to and covered by regulation regarding general tariff agreement, the employees in its own organisation and the employees of any sub-contractors directly involved in the fulfilment of the Contractor's obligations under this agreement, do not have wages or working conditions that are inferior to those stipulated in the relevant regulation.

For areas where the regulation regarding general tariff agreement does not apply, the Contractor shall ensure that the wages and working conditions of its own employees and any sub-contractor's employees, directly contributing to the fulfilment of the Contractor's obligations under this agreement, are not inferior to those stipulated by applicable nationwide tariff agreement applicable to the relevant sector. This applies to work performed in Norway.

3 Environmental Responsibility

3.1 Environment management system

The Contractor shall have established an environmental management system which as a minimum consists of the following elements:

- A system for the organisation's environmental objective and environmental policy
- Strategy for development of competence in the environmental field
- Procedures for performing the Contract in an environmentally sound manner

The Contractor may present the company's quality or environmental management system according to ISO 14000, EMAS or other equivalent third party verified systems.

3.2 Recycling scheme

Norwegian contractors (manufacturers or importers) that use packaging shall at the time of entering into a contract be a member of a recycling scheme or fulfil the same recycling obligation by means of its own recycling scheme for final disposal where the packaging is dealt with in an environmentally sound manner (Grønt Punkt Norge or similar scheme). Contractor shall present documentation of such membership at the entering into of contract, at the latest.

4 Prevention of corruption (*The European Council's criminal Law Convention on Corruption of 27 January 1999 and additional protocol of 22 January 2003*)

The Contractor undertakes to not give or offer employees to the Norwegian Defence Sector gifts, dinners, travels or other benefits linked to the employee's position in the Norwegian Defence Sector.

The Contractor shall have implemented measures or have systems in its organisation that contribute to the prevention of corruption and trading in influence. Measures or systems the contractor can present as implemented to prevent corruption may be:

- Establishment of internal control
- Elaboration of ethical guidelines
- Establishment of reporting system etc.

5 Corporate Governance

The Contractor shall take all necessary measures to implement the requirements listed in this Annex and incorporate the requirements into all of its operations and make these requirements an integral part of its overall philosophy.

The Contractor shall assign responsibility for all matters pertaining to the Social Responsibility requirements to a manager within its organisation.

The Contractor undertakes to make compliance of the Social Responsibility requirements a condition of all agreements it enter into with sub-contractors. Such agreements shall oblige these sub-contractors to conform to all requirements in this Annex and participate in the Contractor's monitoring activities as requested.

6 Compliance

6.1 Documentation

Compliance with the Social Responsibility requirements shall be documented at the request of the Purchaser. The following documentation is acceptable:

- A report by the Contractor documenting the compliance with these requirements to Social Responsibility
- An external report on working conditions at the production site(s). Information on inspection methods and the identity of the inspector are required
- Relevant certification of the Contractor – SA8000 or equivalent standard

6.2 Inspections

The Purchaser and/or his authorized representative reserves the right to inspect all production and storage sites used by the Contractor; including all production and storage sites used by sub-contractors. The Purchaser reserves the right to conduct both announced and unannounced inspections.

7 Sanctions

Violations of the above mentioned clauses constitute a breach of contract. Annex G-1 will apply at such breach of contract.