

**ANNEX 5**

 **STATSBYGG**

# **CODE OF CORPORATE SOCIAL RESPONSIBILITY**

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**CODE OF CORPORATE  
SOCIAL  
RESPONSIBILITY**



## Content

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1	Introduction .....	4
2	National legislation .....	4
3	Human Rights .....	4
4	Labour standards .....	5
4.1	Forced labour .....	5
4.2	Freedom of Association and the Right to Collective Bargaining .....	5
4.3	Child labour .....	5
4.4	Non-Discrimination .....	6
4.5	Harsh or Inhumane Treatment .....	6
4.6	Health and Safety .....	6
4.7	Wages .....	6
4.8	Working Hours .....	6
4.9	Duration of Employment .....	7
4.10	Marginalized Populations .....	7
4.11	Environment .....	7
5	Business integrity and prohibited practices .....	7
6	International Boycotts .....	8
7	Auditsn non-compliance and sanctions .....	8
8	Signature .....	<b>Feil! Bokmerke er ikke definert.</b>
	Appendix 1: .....	10
	Appendix 2: .....	10

## 1 Introduction

Statsbygg is committed to promoting decent working conditions and adequate environmental standards in our supply chains. We will continuously work to improve our own policies and practices in this regard, including our purchasing practices. Our endeavours in this regard will be an ongoing dialogue with our suppliers and other stakeholders. We seek to achieve mutually beneficial supplier relationships built on common values.

Statsbygg expects our suppliers to inform their sub-suppliers about the requirements of the present code as well as having them sign the code as they themselves have. In addition to their own efforts to be compliant, our suppliers must endeavour to secure compliance from their sub-suppliers.

Statsbygg expects our suppliers to conduct their business responsibly, respecting human rights in general and labour rights in particular, protect health, safety and the environment. Furthermore, Statsbygg expects the suppliers to conduct their business in accordance with internationally recognized principles for business ethics.

## 2 National legislation

In all of their activities, Statsbygg's suppliers must operate in full compliance with the legislation, rules and regulations of the countries in which they operate. Whenever the provisions of applicable local and national laws in the country where the contract is performed (country of performance) and the present code address the same subject without being in direct conflict, the suppliers are bound to observe whichever source prescribes the highest social, ethical and environmental standards. Whenever any of the requirements in the present code is in conflict with applicable local and national legislation, in the sense that it will represent a breach of applicable legislation if the present code is applied, the supplier must comply with the present code to the widest extent compatible with applicable national and local legislation will apply. The supplier has the burden of proof as to whether there is a conflict between the present code and local or national legislation.

## 3 Human Rights<sup>1</sup>

The supplier shall support and respect all human rights and ensure that they are not complicit in human rights abuses. They must avoid human rights infringements and address adverse human rights consequences of activities in which they are involved.

The supplier shall have an effective management system for handling complaints relating to human rights, workers' rights, environmental issues and corruption. The supplier shall ensure that both workers and external parties, such as local communities and civil society organizations, are able to submit complaints.

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<sup>1</sup> International Bill of Human Rights

## **4 Labour standards**

Suppliers should be committed to upholding the rights of their workers as defined in the International Labour Organisation Conventions as well as treating them with dignity and respect.

### **4.1 Forced labour<sup>2</sup>**

Suppliers shall use neither forced, compulsory, bonded, indentured or prison labour. All workers shall be free to leave upon reasonable notice. All employment must be based on the worker's consent. Workers shall not be required to surrender government-issued identification, passports or work permits to the supplier or the labour agent as a condition of employment.

### **4.2 Freedom of Association and the Right to Collective Bargaining<sup>3</sup>**

Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The employer shall neither interfere with nor obstruct the organizing of unions or collective bargaining.

Workers' representatives shall not be discriminated and shall be entitled to carry out their representative functions in the workplace.

Whenever the right to freedom of association and collective bargaining are restricted under national law, the suppliers shall allow workers to elect freely their own representatives.

### **4.3 Child labour<sup>4</sup>**

The suppliers shall not employ or use child labour. In this context "child" means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school age or minimum working age, in which case the higher age shall apply. "Child labour" means any work by a child, unless the work in question is acceptable for children to perform under the ILO Minimum Age Convention 1973 (C 138).

No person under the age of 18 shall be engaged in labour, including night work, hazardous to their health, safety or natural and sound human development.

Policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182, shall be established, documented, and communicated to personnel and other interested parties.

If any child is found working at the premises of the supplier, the supplier shall immediately take steps to redress the situation in accordance with the best interests of the child.

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<sup>2</sup> ILO Conventions Nos. 29 and 105

<sup>3</sup> ILO Conventions Nos. 87, 98, 135 and 154

<sup>4</sup> UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146

#### **4.4 Non-Discrimination<sup>5</sup>**

There shall be no discrimination at the workplace in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, caste, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

The supplier shall take measures to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

#### **4.5 Harsh or Inhumane Treatment**

Physical abuse or punishment, threats of physical abuse, verbal abuse, harassment of any kind as well as all other forms of intimidation, is prohibited.

#### **4.6 Health and Safety<sup>6</sup>**

The work environment shall be safe, hygienic, conforming to the prevailing knowledge about hazards within the relevant trade or industry. Likewise, the supplier must ensure that hazardous chemicals and other harmful substances are handled and managed with due care. The supplier shall take adequate steps to prevent accidents and injury to health by, as far as is reasonably practicable, minimizing the causes of hazards inherent in the working environment.

Workers, especially new or reassigned workers, shall regularly receive health and safety training. Workers shall be provided with access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.

#### **4.7 Wages<sup>7</sup>**

Wages and benefits paid for a standard working week shall as a minimum meet national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to cover the basic needs of the worker, as well as providing him or her with some discretionary income.

All workers shall be provided with a written and comprehensible employment contract outlining their wage conditions and method of payments before entering employment.

Deductions from wages as a disciplinary measure is not permitted.

#### **4.8 Working Hours<sup>8</sup>**

Working hours shall comply with national laws and benchmark industry standards, and not exceed the maximum limits of prevailing international standards. Weekly working hours shall only exceptionally exceed 48 hours. Workers must have at least one day off for every seven-day period.

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<sup>5</sup> ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women, UN Covenant on Civil and Political Rights, Art. 7

<sup>6</sup> ILO Convention 155 and ILO Recommendation 164

<sup>7</sup> ILO Convention No. 131

<sup>8</sup> ILO Convention No. 1 and 14

Overtime work shall occur regularly and must be conditioned on the worker's voluntary consent. Recommended maximum overtime is 12 hours per week, i.e. the total working week including overtime shall not exceed 60 hours. Exceptions to this rule are only acceptable when regulated by a collective bargaining agreement.

Workers shall always receive overtime pay for all hours worked over and above the normal working hours, and as a minimum in accordance with relevant legislation.

#### **4.9 Regular Employment<sup>9</sup>**

The rights of employees under international conventions, national law and regulations concerning regular employment shall not be undermined by the use of short term hiring (such as contract labour, casual labour or day labour), sub-contractors or other similar arrangements.

#### **4.10 Marginalized Populations<sup>10</sup>**

Neither extraction of natural resources nor other production processes related to this contract shall have adverse effects on the resources and income base of marginalized populations, for instance by claiming large land areas or heavily using water or other natural resources on which these populations are dependent.

#### **4.11 Environment**

All parts of the value chain shall take measures to minimize adverse impacts on human health and the environment. This includes minimizing pollution, promoting an efficient and sustainable use of resources, including energy and water, and minimizing greenhouse gas emissions in production and transport. Neither construction sites nor production plants shall exploit or degrade the local environment.

National and international environmental legislation and regulations shall be respected and relevant discharge permits obtained.

### **5 Business integrity and prohibited practices<sup>11</sup>**

Statsbygg expects the highest standards of integrity in all business interactions. Suppliers and their agents shall ban all forms of corruption, extortion and embezzlement. The suppliers shall implement adequate monitoring and enforcement procedures to ensure compliance.

Neither Statsbygg nor any of its employees shall ever offer or accept illegal or unlawful monetary gifts, facilitation payments, or any other form of remuneration, in order to secure a business related or private benefit, or for the benefit of their customers, suppliers or business partners.

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<sup>9</sup> ILO Convention No. 95, 158, 175, 177 and 181

<sup>10</sup> UN Covenant on Civil and Political Rights, art. 1 and 2

<sup>11</sup> UN Convention on Corruption UNCAC and OECD's Guidelines

No one shall offer or accept bribes or other means of obtaining an undue or improper advantage, whether directly or through intermediaries.

The Supplier shall not, directly or indirectly, offer gifts to Statsbygg's employees or representatives or anyone closely related to these. However, the supplier and Statsbygg employees or representatives can exchange token gifts. Furthermore, the supplier might offer hospitality, such as social events, meals or entertainment as a natural part of normal business relations, provided the costs are modest. However, the supplier shall offer no hospitality or gift of any kind in situations of contract negotiation, bid evaluation or award of contract. Statsbygg shall always pay for travel expenses for individuals representing Statsbygg.

## **6 Boycotts**

Statsbygg will avoid purchasing from countries subject to a broad international boycott UN sanctions. Furthermore, Statsbygg will avoid doing business with industries or companies whenever there is a broad international consensus to boycott these industries or companies. Statsbygg expects our suppliers to implement a similar policy.

## **7 Audits and non-compliance**

Whenever Statsbygg requests, the supplier shall promptly document both their own efforts and the efforts of their sub-suppliers to comply with the present code of conduct.

Statsbygg's audits may take the form of joint follow-up meetings and inspections, audits by Statsbygg or a professional third party assigned by Statsbygg, or other ways of mapping the working conditions at production sites. The supplier shall be obliged to provide the name and contact information of any sub-supplier requested by Statsbygg in order to map compliance with the requirements.

In the event of a breach of the code of conduct, Statsbygg and the supplier will discuss corrective actions and jointly prepare a contingency plan for remedying the breach. Remediation shall take place within a reasonable period specified by Statsbygg.

Whenever Statsbygg finds that (i) a supplier is unwilling or unable to carry out corrective actions, or (ii) the supplier or any of its sub-suppliers has committed a substantial breach or repeated breaches of the requirements, Statsbygg is, without further notice, entitled to terminate all contracts with the supplier. Statsbygg will not be liable for any loss suffered by the supplier due to such termination.

## 8 Signature

We hereby declare that we understand, accept and will adhere to the terms and requirements as stated in this document.

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Name

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\_Company

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\_Place, Date

## Appendix 1:

UN Convention on Corruption - <https://www.unodc.org/unodc/en/treaties/CAC/>

UN's Global Compact's 10 principles - [www.unglobalcompact.org/](http://www.unglobalcompact.org/)

OECD Guidelines for multinational enterprises – <http://www.oecd.org/corporate/mne/>

## Appendix 2:

List of references to international conventions and declarations:

The Universal Declaration of Human Rights and The International Bill of Human Rights – [www.un.org](http://www.un.org)

### **Freely Chosen Employment**

ILO Conventions Nos. 29 and 105

### **Freedom of Association and the Right to Collective Bargaining**

ILO Conventions Nos. 87, 98, 135 and 154

### **No Child Labour**

UN Convention on the Rights of the Child

ILO Conventions Nos. 138, 182 and 79

ILO Recommendation No. 146

### **Human Rights**

UN The International Bill of Human Rights

UN the Universal Declaration of Human Rights

UN the International Covenant on Civil and Political Rights

UN the International Covenant on Economic, Social and Political Rights

### **No Discrimination**

ILO Conventions Nos. 100 and 111

UN Convention on Discrimination Against Women

### **Safe and Hygienic Working Conditions**

ILO Convention No. 155

ILO Recommendation No. 164

### **Adequate Wages**

ILO Convention No. 131

### **No Excessive Working Hours**

ILO Convention No. 1 and 14

For more information from the International Labour Organization (ILO), visit [www.ilo.org](http://www.ilo.org).

For more information about the Ethical Trading Initiative Norway (ETIN), visit

<http://etiskhandel.no/English>

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