

## **Code of Conduct for Suppliers**

### **1. Purpose**

Non-Public Property (NPP) requires suppliers, vendors, distributors, agents, brokers and other third-parties (collectively, “Suppliers”) and their affiliates, sub-contractors and sub-agents (collectively, the “Related Parties”) to operate lawfully and expects them to conduct their activities in a responsible manner by, at a minimum, meeting the expectations and obligations set forth in this Code.

The Code is a statement of expectations and obligations for Suppliers and their Related Parties.

### **2. Definitions**

See Appendix A: Glossary of terms

### **3. Application**

The Code applies to all Suppliers and their Related Parties that provide goods to NPP in general and all CFMWS divisions in particular. Those divisions include: CANEX, Personnel Support Programs, Military Family Services, SISIP Financial, Information Services, Human Resources, and Corporate Services. In fulfilling the terms of their contracts and vendor agreements, Suppliers and their Related Parties are required to comply with all applicable laws and regulations.

Suppliers are required to alert the CFMWS contracting authority or NPP representative (collectively, “NPP Representatives”) as soon as they become aware that they may not be in compliance with the Code. NPP will work with the Suppliers to address potential instances of non-compliance with the Code and to ensure a sound understanding of expectations in order to address any apparent lack of compliance. If the Suppliers or their Related Parties are unable or unwilling to comply with the Code, NPP reserves the right to take appropriate actions including, but not limited to, seeking more information, terminating the contract for default or terminating the vendor agreement [.

NPP expects Suppliers to disseminate the expectations set forth in this Code with their Related Parties.

### **4. Ethics and Professionalism**

Suppliers must engage NPP in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the contractual or vendor documents. Suppliers may enter into contracts and vendor agreements only if they are able to fulfill all stipulated obligations. Furthermore, Suppliers and their Related Parties have a duty of good faith and honest performance, before and during the purchasing process.

### **5. Conflict of Interest**

By entering into contract or vendor agreements, Suppliers warrant that no real, apparent or perceived conflict of interest exists or is likely to arise in the performance of the contract or the

vendor agreement. If Suppliers become aware of any matter that causes or may cause a conflict of interest, they must immediately disclose the matter to the NPP representative in writing.

## **6. Forced and Child Labour**

All workers in the Suppliers' supply chains must work voluntarily and not be subjected to exploitation, such as forced labour or child labour. Suppliers and their Related Parties shall not engage in any form of human trafficking activities.

Suppliers and their Related Parties must comply with Canada's prohibition on the importation of goods produced, in whole or in part, by forced, child or compulsory labour. This includes forced or compulsory child labour and applies to all goods, regardless of their country of origin. These prohibitions reflect standards set out in the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (the "Act") and the *Customs Tariff Act*.

Suppliers and their Related Parties shall not use forced labour, child or compulsory labour in any of its forms, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered themselves voluntarily.

All workers must be of at least the legal minimum age based on the applicable laws and regulations in the country. Workers under the age of 18 must not perform hazardous work that may jeopardize their health or safety. Hazardous work includes work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights or in confined spaces; work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads; work which may expose children to an unhealthy environment; work under difficult conditions, including long hours of work or work where the child is unreasonably confined to the premises of the employer.

Applicable laws and regulations mean all national, local and other applicable laws and regulations that apply to the performance of the contract or the vendor agreement, including laws and regulations of the country where the good is produced.

Child labour means any work that deprives young persons of their childhood, their potential and their dignity, and that is harmful to physical and mental development, and interferes with their schooling.

Contract means a legally binding agreement between NPP and a supplier to provide goods.

Contracting authority means the person authorized to enter into a contract on behalf of NPP or CFMWS.

Forced labour means all work extracted from a person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.

Good(s) means any articles, commodities, equipment, goods, materials or supplies and includes printing or the reproduction of printed matter and the construction or repair of a vessel.

Human trafficking involves the recruitment, transportation, harbouring and/or exercising control, direction or influence over the movements of a person in order to exploit that person, typically through sexual exploitation or forced labour.

Non-Public Property means an umbrella term which includes a distinct category of Federal Crown property, as well as CFMWS programs or services, that are used or operated for the benefit of serving and retired Canadian Armed Forces members and their families.

Vendor Agreement means an agreement between CANEX and a vendor to provide goods.

Worker(s) means any current or former labourer, employee, or staff member employed or contracted with by the vendor, including all foreign and migrant workers.