

Helsinki



Code of Ethics for City of Helsinki's Contractual Suppliers

Introduction

The City of Helsinki is committed to promoting equality, equity and human rights in all its activities. In line with Helsinki's Procurement Strategy, we lead the way and promote the achievement of the sustainable development goals through economically, socially and environmentally responsible, effective and climate-smart procurement.

By signing the agreement, our contractual partners commit to complying with this code of ethics. The supplier must ensure through its own contracts that the requirements of this code of ethics are implemented both in the supplier's own operations and throughout its supply chains. The client has a right to request a written report from the supplier on the implementation of the code of ethics requirements. The report must be submitted without undue delay.

Goods, services and works provided to the client must be produced under conditions that comply with at least international and national agreements and regulations.



Compliance

Transparency in the supply chain ensures compliance with the obligations set out in this code of ethics.

By the start of the contract period at the latest, the supplier must be able to demonstrate, in writing, its compliance with the requirements and commitment to obligations corresponding to the contents of this code of ethics. To demonstrate this, the company's responsibility policy, principles of responsibility or a similar document may be used.

To monitor compliance with the obligations, the client may require the supplier to provide reports and documents, correct any identified deficiencies

and present evidence of the corrective actions taken. Based on the requirements of this code of ethics and the contracts, the client may audit the supplier and/or its supply chains, or use a third party to carry out an audit.

The supplier must ensure that the requirements set out in the procurement contract terms and this code of ethics are implemented both in its own operations and throughout its supply chains, and that subcontractors commit to the requirements presented in this document or to equivalent ones in content.

Legislation

As our contractual supplier:

- You comply with the applicable legislation.
- The products and services provided by the contractual partner to the client must also meet the statutory requirements.
- You do not directly or indirectly encourage or instruct anyone to violate applicable laws.
- You keep an eye on changes in legislation and adapt your practices to comply with the changes.
- The management and supervisors of your organisation set an example for their staff through their actions and actively address any shortcomings or violations.
- You follow the practices agreed with the client, even when the practices exceed the minimum legal obligation.

Cooperation

As our contractual supplier:

- You act transparently by providing the requested documents in a timely manner and by supporting the arrangement of interactive and participatory collaboration meetings.
- Your cooperation with the client is based on honesty, fairness and equality.
- Your communication in relation to the activities under the agreement is timely, truthful and respectful of the cooperation.

A functioning market

As our contractual supplier:

- You do not directly or indirectly promise, offer or give any benefit intended to influence, attempting to influence or likely to influence the actions or decisions of the client, an authority or a third party.
- You do not directly or indirectly encourage or instruct the client, an authority or a representative of a third party to give or receive bribes.

- You do not engage in activities that artificially restrict market functioning or fair competition between economic operators.
- You actively combat forms of the shadow economy, commit to complying with a contractor's obligations related to employment terms and employer responsibilities, and provide the client with reports demonstrating compliance with these requirements.
- You are familiar with your subcontracting chain in this procurement and proactively manage the related risks. You commit to informing the client of the subcontractors used in the execution of the procurement contract and to notifying the client of any changes during the contract period. You are responsible for ensuring that all the requirements set out in the procurement contract and this code of ethics are met throughout the procurement supply chain. You know the manufacturing sites of the contracted products and the origin of the raw materials, and you proactively manage the related risks. You also provide this information as agreed in the procurement contract.

Environmental protection

As our contractual supplier:

- You recognise the environmental impacts of your operations and work to prevent and reduce harmful effects arising from your activities, such as greenhouse gas emissions, energy consumption, and waste and chemical loads.
- You comply with all applicable national and international environmental protection laws and agreements in your operations. You ensure that the same practices are followed throughout your value and supply chains.
- You continuously develop your operations to be more environmentally sustainable and resource-efficient.
- You or your supplier have in place a policy, in accordance with the OECD guidelines or an equivalent standard, to prevent adverse impacts related to minerals originating from conflict-affected and high-risk areas, if the procurement involves minerals from such regions. You require and monitor compliance with this policy throughout your supply chains. You strive to reduce the use of conflict minerals and to source any necessary conflict minerals only from responsible smelters.

Human rights

As our contractual supplier:

- You do not tolerate racism, inappropriate treatment, sexual harassment or discrimination in any form based on age, gender, origin, religion, language, belief, sexual orientation, disability or any other personal characteristic.
- You respect and promote the realisation of human rights by identifying the risks in the value and supply chains of your products or services, and by taking concrete action to prevent and mitigate these risks.
- You promote equality, equity and diversity in working life by implementing active measures to advance equal opportunities and by developing systematic management of diversity.
- You are committed to respecting the right to organise.
- You ensure the safety of your employees by complying with local safety legislation and developing safety management.
- You comply with obligations related to employment terms and working conditions (including a living wage, prohibition of child labour and a healthy and safe work environment).

Consequences of violations

The supplier is responsible for non-compliance with this guideline as follows:

- **Corrective measures:** The client has a right to request, in writing, that the supplier submit a plan and schedule for corrective actions within four (4) weeks or another reasonable period specified by the client to be approved by the client in order to ensure compliance with the supplier's obligations. The proposed actions and schedule must be proportionate to the violation, and the plan must clearly specify how the supplier will concretely remedy the violation within the stated timeframe.
- **Restriction of orders:** In addition to requiring corrective actions, the client may restrict orders under this procurement contract from the supplier until the supplier has remedied the violation or neglect of this code of ethics, or it is evident that the violation has ceased.

- **Contractual penalty:** If the supplier violates this code of ethics and fails to present an acceptable corrective action plan within the time period set by the client or does not carry out the agreed corrective actions within the agreed schedule, the client reserves the right to demand that the supplier pay a contractual penalty, taking into account the severity of the violation. The amount of the contractual penalty may be 5% of the total value of the main contract excluding VAT, but not exceeding 100,000 euros. The notional value of the procurement contract is the total price of the delivery. If the total delivery price for the contract period is not known, the total price is estimated based on the information provided in the quote request regarding the scope of the delivery. If no applicable information has been provided, the total price is estimated based on the actual average monthly charge calculated for the entire contract period. If the contract is valid until further notice, the notional value of the procurement contract is calculated for a four-year period.
- **Termination:** The client has the right to terminate the procurement contract with immediate effect, or within another period specified by the client, if this code of ethics has been violated or neglected and the supplier fails to present an acceptable corrective action plan within the time period set by the client or does not carry out the agreed corrective actions within the agreed schedule. The terms agreed upon in the procurement contract or its appendices regarding contract termination shall apply regardless of this provision.
- The supplier is responsible, regardless of whether the violation was committed by the supplier itself or by another party that is part of the supplier's supply chain in this procurement.

Helsinki