



**NATO Support and
Procurement Agency
(NSPA)**

NATO UNCLASSIFIED

OPERATING PROCEDURE (OP)

SUPPLIER CODE OF CONDUCT

NSPA OP-P-2

02 May 2023

OPR: CA

ORIGINAL: ENGLISH

NATO UNCLASSIFIED

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AMENDMENT RECORD

REVISION/AMENDMENT	PAGES	DATE OF ISSUE	REMARKS
Creation	10	03 May 2023	

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SUPPLIER CODE OF CONDUCT**1. PURPOSE**

The purpose of this Operating Procedure is to establish a Code of Conduct containing mandatory obligations applicable to suppliers.

2. SCOPE

2.1 This Code of Conduct applies to all suppliers doing business and bidders seeking to do business with NSPA. It sets forth NSPA's expectations for all existing and potential suppliers, their employees, parent, subsidiary or affiliate entities, and subcontractors.

3. COMPLIANCE REQUIREMENTS

3.1 To be eligible for a contract award, suppliers must read and acknowledge this Code of Conduct, which shall be referenced in all NSPA Requests for Proposal, and agree that it sets the minimum standards expected of them.

3.2 Suppliers shall ensure that this Code of Conduct is communicated to their employees, parent, subsidiary, and affiliated entities as well as any subcontractors, and that it is done in a manner that is understood by all.

4. LABOUR STANDARDS**4.1 Forced or compulsory labour**

4.1.1 Suppliers shall not have recourse to any use of forced, bonded, indentured labour or involuntary prison labour.

4.1.2 All work, including overtime work, shall be voluntary and workers shall be free to leave upon reasonable notice.

4.1.3 Suppliers shall not mandate that workers hand over government issued identification; passports or work permits as a condition of employment.

4.2 Minimum wages

4.2.1 Suppliers shall comply, at a minimum, with all applicable labour laws and regulations, including those pertaining to minimum wages, overtime work, danger pay, and other benefits and entitlements mandated.

4.2.2 Suppliers shall ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers shall keep a record of such payments. Deductions from wages are permitted only under conditions and if prescribed by the applicable law, regulations, or collective agreement. Suppliers shall inform the workers concerned of such deductions.

4.2.3 The wages, hours of work and other working conditions provided by suppliers shall be not inferior to the best conditions existing locally, for work of the same character performed in the same working position and environment.

4.3 Health and Safety

4.3.1 Suppliers shall comply with all applicable legislation, regulations, and directives to ensure a safe and healthy workplace or location where production occurs and/or where services are performed.

4.3.2 At a minimum, suppliers shall ensure access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness treatment facilities and machine safeguarding. Suppliers shall also ensure these same standards apply to any dormitory or canteen facilities.

4.3.3 Suppliers shall ensure that:

4.3.3.1 the workplaces, machinery, equipment, and processes under their control are safe and without health risk;

4.3.3.2 the chemical, physical and biological substances and agents under their control are without health risk when the appropriate measures of protection are taken; and

4.3.3.3 adequate protective clothing and protective equipment are provided to prevent risk of accidents or of adverse effects to health.

4.4 Child Labour

4.4.1 Suppliers shall not employ children below the minimum age of employment or completion of compulsory schooling permitted by the applicable law where the performance, in whole or in part, of a contract takes place.

4.4.2 All workers under the age of 18 shall be protected from performing any work that is potentially hazardous or may interfere with the child's education or that may harm the child's health physical, mental, social, spiritual, or moral development.

4.5 Discriminatory Practices

4.5.1 Suppliers shall ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of gender, race or ethnic origin, religion or belief, age, social status or sexual orientation.

4.5.2 Suppliers shall take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors engage in any discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

5. HUMAN RIGHTS

5.1 Human rights violations and abuses

5.1.1 Suppliers shall respect the protection of internationally proclaimed human rights and shall ensure that they are not complicit in human rights abuses.

5.1.2 Suppliers shall not use or engage in harsh or inhumane treatment, coercion, or corporal punishment of any kind, nor threaten any such treatment.

5.2 Inhumane or degrading treatment of employees

5.2.1 Suppliers, their parent, subsidiary, and affiliated entities as well as any subcontractors, shall not allow their employees or persons engaged by them to use or engage in any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

5.2.2 The standards of conduct with respect to the prohibition of sexual exploitation and abuse include but are not limited to, the prohibition of:

5.2.2.1 engagement in sexual activity with any person under the age of 18, regardless of any laws of majority or consent;

5.2.2.2 exchanging money, employment, goods, services, or other things of value, for sex; or

5.2.2.3 engaging in sexual activity that is exploitive or degrading to any person.

6. ENVIRONMENT

6.1 Compliance with existing legislation on environmental protection

6.1.1 Suppliers shall comply with existing legislation and regulations regarding environmental protection.

6.1.2 Suppliers shall have a careful approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the distribution of environmentally friendly technologies.

6.2 Safe management of chemical and hazardous materials

6.2.1 If released in the environment, chemical and other hazardous materials shall be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

6.2.2 Suppliers shall be responsible for reporting inappropriate or unauthorised release of such materials to the appropriate authorities.

6.3 Safe discharge of wastewater and solid waste

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities shall be monitored, controlled, and treated as required prior to their discharge or disposal.

6.4 Control and treatment of polluting air emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations shall be characterized, monitored, controlled, and treated as required prior to their discharge or disposal.

7. DATA PROTECTION

7.1 Cyber Security

7.1.1 Suppliers shall adhere to market best practices on cyber security aspects for all Information and Communications Technology (ICT) services involved in the contract delivery to NSPA.

7.1.2 Suppliers are required to promptly and properly address known vulnerabilities that may impact the organization's business and inform NSPA in a timely manner regarding any security breaches that may impact NSPA.

7.1.3 Suppliers shall ensure the capability to continue to securely deliver services within acceptable levels in event of service disruption.

7.2 Protection of NSPA information

Suppliers shall adhere to best market practices to ensure protection of physical and electronic NATO information, both on the supplier's premises and when NSPA employees have physical access to those premises and when the supplier's employees have physical access to NSPA premises.

8. ETHICAL CONDUCT

8.1 Corruption and bribery

Suppliers shall adhere to the highest standards of moral and ethical conduct, shall respect local laws, and shall not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

8.2 Management of conflicts of interest

Any situation that may appear as a conflict of interest to NSPA and/or the possibility of any professional under contract with NSPA having any kind of economic ties with the supplier or an interest of any kind in the supplier's business shall be disclosed to NSPA by suppliers.

8.3 Gifts, hospitality, free services

The NSPA Policy on Gratuities prohibits the provision or acceptance of any kind of gift or gratuity other than those of a small item of insignificant token value. Any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners shall not be accepted by NSPA. Suppliers shall not offer any benefit such as free goods or services, employment, or sales opportunity to an NSPA staff member to facilitate the suppliers' business with NSPA.

8.4 Post employment restrictions

Post-employment restrictions may apply to NSPA staff in service and former NSPA staff members if such persons had prior professional dealings with suppliers. Suppliers shall refrain from offering employment to any such person for a period of two years following separation from service. Additional information can be found in NSPA Operating Instruction 4400-01.

9. SANCTIONS AND OTHER LEGAL CONSEQUENCES

9.1 Contract termination

Failure to comply with a provision of this Code of Conduct may result in an immediate termination of the contract with or without a prior notice or a prior request to remedy the situation.

9.2 Debarment

Failure to comply with a provision of this Code of Conduct may preclude suppliers from being eligible for future contracts and bidding opportunities.

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