

Supplier Code of Conduct Corporate Social Responsibility

Set out below are the corporate social responsibility requirements that Bane NOR currently applies to its suppliers. These requirements relate to contracts for building and construction. In the case of all other contracts, the requirements will apply insofar as they are appropriate.

These requirements are implemented through Bane NOR's contracts. The provisions of these requirements are more detailed in the contracts, and descriptions are provided of the consequences of any violation of each respective provision.

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1. Ethical norms

Acts contrary to laws, regulations, contract provisions and good business practice shall not occur. Bane NOR does not accept conditions that violate ethical norms that are widely endorsed in society, including harassment, discrimination or other behaviour that others may perceive as offensive, threatening or degrading.

2. Compliance with applicable laws and regulations

The supplier shall comply with all applicable laws and regulations while conducting its business.

3. Impartiality

The supplier must notify Bane NOR as soon as possible if any circumstances that may give rise to partiality arise.

4. Whistleblowing

The supplier shall notify its employees and subcontractors involved in Bane NOR assignments of Bane NOR's whistleblowing channels and procedures.

5. Gifts

The supplier shall not offer, give or receive gifts, hospitality or remuneration of expenses that may give or be perceived to give an undue advantage in relation to a person's position, office or assignment.

6. Criminal organizations, corruption, money laundering and fraud

The Supplier shall establish necessary measures in order to ensure that the business's financial transactions are not utilized for money laundering.

Bane NOR may in any case terminate the contract if the supplier is convicted by an enforceable judgment for participation in a criminal organization or for corruption, fraud or money laundering after entering into the agreement.

In addition, the right to terminate exBBists if the supplier has been found guilty in an enforceable judgment of a criminal offence relating to professional conduct or of serious negligence concerning professional or ethical requirements in the industry in question after entering into the agreement.

Bane NOR may also terminate the contract if it can be demonstrated as probable with a general preponderance of evidence that the supplier is guilty of such offences.

7. Social responsibility

For contracts relating to purchase of goods from industries or commodities with risk of breach of fundamental human rights, Bane NOR can elaborate the following clause:

The contracted works shall be carried out and all deliveries in relation to this shall be performed in accordance with requirements regarding fundamental human rights, work rights and the environment, as they emerge in the legislation at the production site(s) and the following conventions

- Universal Declaration of Human Rights
- Article 32 of the UN Convention on the Rights of the Child
- ILO Convention nos. 29, 87, 98, 100,105, 111, 138 and 182

The supplier shall establish corresponding requirements to those set out in this provision that shall apply to its subcontractors. Where international conventions and national laws deal with the same subject matter, the highest standard shall apply.

The Supplier bears the burden of proof with regard to compliance with this provision.

8. Membership of StartBANK

For contracts relating to building and construction services as well as cleaning services, the following applies:

Upon entry into the contract, the supplier shall provide a StartBANK ID or submit a copy of its StartBANK registration certificate. The supplier shall authorise StartBANK to collect tax and fee information throughout the duration of the contract.

9. Requirements for HSE-card

For contracts relating to building and construction services as well as cleaning services, the following applies:

All employees who carry out work on building and construction sites, including employees who perform support functions such as canteen operation, cleaning etc. when they are permanently established inside the site perimeter, must have an HSE card (HMS-kort) and wear it so that it is clearly visible.

People who transport goods to building and construction must have an HSE card if the work takes place regularly. People who do not have an HSE card shall be expelled from the building and construction sites.

10. Access to and transfer of supplier data

For contracts relating to building and construction services, the following applies:

The supplier shall establish a system for access control on building and construction projects.

In the case of building and construction projects where the supplier is responsible for access control, it shall grant Bane NOR access to all existing registered information in the supplier's registration systems. The supplier shall transfer information to Bane NOR's system on an ongoing basis. The information that shall be transferred as a minimum includes the unique identification of each person who is granted access to a construction site, including the time in and time out, and other details contained in the HSE card.

In the case of building and construction projects where Bane NOR has its own system for registration in place, the supplier shall ensure that those persons performing work on site register themselves in Bane NOR's registration system.

11. Heavy Machinery and Equipment, as well as safety training

For contracts relating to building and construction services, the following applies:

11.1 Overview of construction machinery and equipment, maintenance and periodic inspection

The supplier shall have a total overview of non-rail going machines and equipment that requires approval/expert periodic inspection date and expiration date of equipment and systematic inspection of this. For rented non-rail going machines and equipment, the supplier must have a receiving control. The overview must be available to Bane NOR upon request.

The supplier shall ensure that non-rail going machines and equipment which will be used on Bane NOR's building and construction sites are marked with a QR-code and registered in the system "SFS-Machine register" (www.reginn.no). Bane NOR shall be given electronic access to the register.

11.2 Documentation of equipment specifics and certified safety training

Where there are requirements for documented equipment-specific and certified safety training, the requirements for training shall be included in plans for safety and quality and confirmation of competence can be presented to Bane NOR upon request.

The supplier shall ensure that the competence certificates for machine drivers on the construction site with equipment specifics and certified safety training for non-rail machines and equipment are registered in the system "SFS-Kompetanseregisteret" (www.reginn.no). This applies to all equipment-specific and certified safety training for which there is a registration opportunity in the competence certificate register. Bane NOR shall be given electronic access to the register.

12. Subcontracting chains

For contracts relating to building and construction services as well as cleaning services, the following applies:

The supplier may not have more than two links below in the chain of subcontractors. This provision does not cover contracts for the delivery of goods.

The supplier's use of sole traders shall be justified in writing.

13. Wages and working conditions

For agreements covered by Regulation No.112/2008 of 8 February 2008 regarding wages and working conditions in public contracts, the following applies:

In areas covered by the regulations relating to the general application of collective agreements, the supplier shall ensure pay and working conditions that comply with the applicable regulations. In areas not covered by the regulations relating to the general application of collective agreements, the supplier shall ensure pay and working conditions that comply with the current national collective agreement for the relevant industry.

In this context pay and working conditions are defined as the provisions relating to minimum working hours, pay, including overtime premiums, shift and rotation premiums, and inconvenience premiums, and the reimbursement of expenses due to travel, board and lodging, insofar as a collective agreement sets forth such provisions.

Bane NOR or the person designated by Bane NOR has the right to supervise and control the supplier and shall be given access to necessary documents to ensure that the contract's requirements for wages and working conditions are met. The supplier is obliged, upon request, to provide Bane NOR with a copy of employment contracts to the employees who directly contribute to fulfilling the contract, their pay slips and time sheets, the employer's bank statement, as well as documentation of arranged living conditions for them. The documentation must be on a personal level. In addition, Bane NOR may demand access to premises used for the accommodation of employees.

The supplier shall carry out all necessary checks in relation to subcontractors.

If the Contractor fails to meet this obligation, the Customer shall be entitled to retain part of the contract price, corresponding to approximately two (2) times the savings of the Contractor, until it has been documented that compliance has been achieved. Additional remedies for breach of contract can be enforced by the Customer, including the right to terminate the Contract.

14. Self-reporting of pay working conditions

For agreements covered by Regulation No.112/2008 of 8 February 2008 regarding wages and working conditions in public contracts, the following applies:

The supplier shall submit a completed form for self-reporting of wage and working conditions. This form must also be submitted to all subcontractors.

15. Payments to bank

Salaries and other payments to own employees, subcontractors, subcontractors' employees and hired employees shall be paid to bank accounts.

16. Extended tax certificate

For contracts relating to building and construction services as well as cleaning services, the following applies:

Bane NOR has entered into a collaborative agreement with the Norwegian Tax Administration that requires all the suppliers that enters a contract has to sign a power of attorney that entitles Bane NOR, an unlimited number of times, to obtain information on the tax affairs of its suppliers and subcontractors, as specified in the power of attorney.

17. Reporting to the Assignment and Employee Register

The supplier shall notify Bane NOR within one week if it or its subcontractor(s) enter into an agreement or contract with a foreign firm or foreign labour. The supplier shall also report to the Assignment and Employee Register within 14 days following entry into any agreement with subcontractors.

18. Requirements for skilled staffing

For contracts relating to building and construction services, the following applies:

When carrying out contracted works, a minimum of 40% of the total worked hours in the building and construction professions shall be performed by persons with certificates of completed apprenticeship, advanced craft certificates or documented skilled training accordance with national professional training legislation or equivalent foreign professional training. There shall be skilled workers in all the aforementioned professions.

19. Apprenticeship Scheme

For contracts relating to building and construction services, the following applies:

In the performance of the contract works, at least 7% of the total hours worked in the building and construction professions (applies to the subjects covered by the education program for building and construction, electrical, as well as landscaping) shall be carried out by apprentices (Act of 17 July 1998 no.61 relating to Primary and Secondary Education and Training, § 4-1). The requirement may be partially fulfilled by worked hours being carried out by persons who are engaging in systematic training and are registered in accordance with the requirements of the Apprenticeship Scheme. This requirement may be fulfilled by the supplier and one or more of its subcontractors

Non-Norwegian contractors can satisfy the requirement by using apprentices from an apprenticeship scheme in the country of origin. If the country of origin does not have an apprenticeship scheme, the requirement can be met by using trainees from a training scheme in the country of origin.

20. External environment

20.1 Environmental Management

The supplier, including any subcontractors, shall carry out the work in accordance with the requirements for systematic internal control and recognized principles for environmental management.

20.2 Risk assessments

Prior to the start of any contract work, the supplier must conduct a risk assessment with respect to the environment for his/her own work.

For contracts relating to building and construction services, the following applies:

Risk assessments must be carried out in accordance with NS5814 and NS5815, or the equivalent. The supplier must have a current overview and status of all the identified risks associated with his/her work.

20.3 Environmental plan

For contracts relating to building and construction services, the following applies:

The supplier must prepare an environmental plan for the external environment and submit this to Bane NOR within 4 weeks of signing the contract. The environmental plan may be included as part of the supplier's HSE.

The plan must:

- Describe how the environmental work for the contract will be organized and implemented
- Describe how initiatives that are included in Bane NOR's environmental monitoring plan will be implemented
- Describe how any requirements pertaining to emissions permits will be fulfilled and monitored
- Describe how the supplier will perform the contract work, so that all the relevant laws, regulations, area development plans and action plans, as well as all the environmental requirements in the contract will be met (including a description of the system to ensure compliance with the requirements, system for documentation of the environmental monitoring requirements, system for the control and follow-up of environmental work, system for reporting to meet government and contractual requirements, and procedures for managing undesired incidents).
- Describe a system that ensures that everyone on the site is familiar with the content of the environmental plan
- Describe which measures must be implemented in order to address Bane NOR's identified environmental risks
- Describe measures to reduce environmental impacts
- Make reference to all the other relevant plans for the external environment that are necessary for completion of the work, such as waste plans, action plans for contaminated soil, plans for noise screening, plans for water treatment plants, etc.

A fine of NOK 20,000 shall apply for each day's delay beyond the deadline for submission of the environmental plan.

20.4 Waste

For contracts relating to building and construction services, the following applies:

The supplier shall prepare an environmental sanitation description, a waste plan and final report for the actual disposal of waste as part of all turnkey contracts, as it set in Section 9-6 of TEK17, and when the principal requires such, cf. Bane NOR's template in annex C4. The plan and final report must be submitted to the builder. Reference to a declaration form for hazardous waste and weight notes from the respective reception facilities must be enclosed with the final report. Where it is relevant and for measures encompassed by Section 9-6 of TEK17, the final report must be submitted to the municipality in connection with the application for a certificate of completion, cf. Building Application Regulations.

Beyond the mandatory plan and final report, Bane NOR may specify the reporting frequency in accordance with the annex to C4. A minimum of 80% of the waste shall be sorted into different fractions. Material such as asphalt, contaminated fine particles from ballast cleaning, contaminated soil and surplus, non-polluted, natural materials will be regarded as waste, but must be excluded from the determination of the separation rate. All waste shall be delivered to legal waste facilities.

Bane NOR is a waste producer and owns all waste that arises as a result of these measures. Hazardous waste shall be declared electronically using the supplier's corporate registration number/company number and labelled with 'Bane NOR [project name/contract number]' unless other solutions are available to ensure traceability.

Delivered waste shall be documented in a monthly HSE report, cf. Bane NOR's template in annex C4.

20.5 Noise and vibrations

For contracts relating to building and construction services, the following applies:

Vibration from operations such as sheet piling, blasting and pile driving must be carried out in such a manner as to comply with the limits in NS 8141. Any project-specific requirements specified by Bane NOR are set out in Section C3 or in Section D.

The supplier undertakes to notify the authorities and any affected parties of works resulting in noise and vibration prior to those works commencing.

21. Transfer of contractual obligations to subcontracting chains

The supplier is obliged to continue all requirements of this document in its agreements with subcontractors/employment/hire companies/sole traders that directly help to fulfill work under this agreement.

22. Breach of contractual obligations – consequences on future competitions

Any violation of the supplier's obligations will be noted and may be of significance in future procurements.