



## SUPPLIER CODE OF CONDUCT

The St. Lawrence Seaway Management Corporation (SLSMC) strives to deal with suppliers who demonstrate a strong commitment to a healthy, safe, ethical and sustainable workplace, to the environment and to human rights, with a view to ensuring the well-being of employees, customers and others involved in supplier activities.

This Supplier Code of Conduct sets out the minimum standards of conduct expected of suppliers who are participating in bid solicitation processes or who are under contract with SLSMC.

### **Honesty, Integrity, and Professionalism**

Suppliers must treat all persons honestly, fairly, professionally and with courtesy and at all times act responsibly and diligently in the performance of their responsibilities.

### **Workplace Well-Being**

SLSMC is committed to protecting the health and safety of all employees and others working or otherwise interacting with SLSMC, to protect against illness, injury, incidents of discrimination, violence, and harassment. Consistent with SLSMC's commitment, suppliers must ensure, provide, and maintain a safe and healthy work environment to all persons in the workplace or in SLSMC's facilities that is free from risks of illness or injury, and of incidents of discrimination, violence, and harassment.

### **Conflicts of Interest**

Suppliers are required to promptly disclose any potential, actual or apparent conflict of interest (as defined below) when dealing with SLSMC. Where the conflict can not be sufficiently mitigated or avoided, SLSMC may suspend a supplier from participating in a procurement process or terminate the contract.

A **conflict of interest**, in relation to a procurement process or a contract with SLSMC is where a supplier's conduct, commitments, relationships or financial interests could be seen to compromise the fairness of a procurement process or otherwise impair or be incompatible with the unbiased and effective performance of supplier's contractual obligations. A conflict of interest may include:

- (a) engaging family members, friends, or business associates of any SLSMC director, officer or employee to improperly influence an SLSMC decision on a procurement process or decision, or performance of a contract;
- (b) with regard to the performance of an advisory contract, any current or former relationship that would cast doubt on the supplier's ability to provide independent and unbiased advice to SLSMC.

## **Gifts and Entertainment, Anti-Bribery and Corruption**

No payments, gifts or other benefits or inducements may be given, directly or indirectly, to any person directly or indirectly involved, or that may become involved, in a procurement process or contract-related decision for the purpose of influencing decisions in SLSMC or the supplier's favour or securing any other improper advantage.

Suppliers are expected to ensure that payments made to agents or other third parties are not used, in whole or in part, to improperly influence decisions or secure any other improper advantage.

## **No Child Labour**

No supplier may directly or indirectly use child labour in production of materials, performance of work or anywhere in their business, or knowingly purchase or use materials from contractors that use child labour in the performance or production of work.

The term **child labour** refers to any products or services provided or offered by persons under the age of 18 years and that:

- (a) are provided or offered to be provided in Canada under circumstances that are contrary to the laws applicable in Canada;
- (b) are provided or offered to be provided under circumstances that are mentally, physically, socially or morally dangerous to them;
- (c) interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or requiring them to attempt to combine school attendance with excessively long and heavy work; or
- (d) constitute the worst forms of child labour as defined in article 3 of the Worst Forms of Child Labour Convention, 1999, adopted in Geneva on June 17, 1999.

## **No Forced Labour**

No supplier may directly or indirectly use forced labour in production of materials or performance of work, or anywhere in their business, or knowingly purchase or use materials from contractors that use forced labour in the performance or production of work.

The term **forced labour** refers to labour or services provided or offered to be provided by a person under circumstances that:

- (a) could reasonably be expected to cause the person to believe their safety or the safety of a person known to them would be threatened if they failed to provide or offer to provide the labour or service; or

(b) constitute forced or compulsory labour as defined in article 2 of the Forced Labour Convention, 1930, adopted in Geneva on June 28, 1930.

### **Consequences**

Breaches of this Supplier Code of Conduct are taken seriously. A failure to comply with this Supplier Code of Conduct may result in a supplier suspension from bidding on SLSMC contracts or termination of a contract, in whole or in part. The Supplier Code of Conduct is not to be read in lieu of but in addition to the supplier's obligations as set out in any contract between SLSMC and the supplier.