

## CPH SUPPLIER CODE OF CONDUCT

The present supplier code of conduct is based on the principles of UN Global Compact, which is available online [www.unglobalcompact.com](http://www.unglobalcompact.com). Copenhagen Airport (CPH) joined Global Compact in the beginning of 2011, and promotes its values in CPH corporate business operations. Suppliers are strongly encouraged to participate in Global Compact, to operationalize these principles and to annually communicate their progress to stakeholders in general and to CPH in particular. CPH reserves the right to seek further information about all of its suppliers' performance in any of the regulatory areas of the UN Global Compact.

CPH requires a written statement from each supplier/associate informing CPH of any issues of non-conformance if they arise and of all relevant business with other suppliers/contractors/associates, which may interfere with the supplier's compliance with this code.

The statement is to be provided annually – within one month after the end of the calendar year - and on the case by case basis – immediately after the case of non-compliance (if there is a material case of non-compliance). In case the CPH doesn't receive any statement from the supplier it assumes full continuing compliance of the supplier with the provisions of this Code of Conduct.

All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

Application and implementation of the Code of Conduct relies on mutual co-operation and trust between each supplier and CPH. CPH assumes full compliance from the side of suppliers, and expects proactive and best efforts in achieving the goals of this Code of Conduct jointly with the suppliers.

### **Environment:**

**1. Environmental management:** CPH expects its suppliers to have an effective environmental policy and to comply with all relevant legislation and regulations regarding the protection of the environment. During the contract period suppliers should maintain an officially approved and industry-accepted environmental management system (e.g. ISO 14001, EMAS or similar) or alternatively be able to demonstrate a non-certified environmental management system (e.g. the supplier's environmental manual or target).

CPH encourages the use of environmental friendly vehicles, machines and equipment. Operation of motor vehicles in the territory of CPH shall comply with CPH regulation for Green Equipment. An updated version of this regulation will be provided by CPH on request.

CPH is entitled to establish special requirements for protection of the environment applicable to the specific supply contract. All suppliers should support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**2. Chemical and Hazardous Materials:** CPH maintains the highest precautionary policy against any chemical, biological and other materials posing or potentially posing a hazard to humans or the environment. Suppliers, operating in the territory or in the buildings of CPH shall maintain not less strict policy than CPH.

**3. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required

by authorities prior to discharge or disposal. CPH expects minimization of wastewater and waste from its suppliers.

**4. CO<sub>2</sub> and Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required by the authorities prior to discharge. CPH requires suppliers to have a system for monitoring CO<sub>2</sub> emissions in place, which is in accordance with the best available industrial practice, as well as a target for reducing these emissions over time.

**5. Minimize Waste, Maximize Recycling:** Waste of all types, water and energy emissions are to be reduced to a minimum or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials. If any of the operations are to be performed in the territory of CPH, any waste emission shall be preapproved by CPH and shall be recycled or recovered at the costs of supplier, unless otherwise arranged.

**Health and Safety:**

**6. Working Environment:** CPH requires its suppliers to ensure that all employees are offered a safe and healthy working environment. This should include but not be limited to protection from fire, accidents and toxic substances. During the contract period suppliers shall have an adequate health and safety policy and comply with all applicable legislation, regulations and directives. On request suppliers shall be able to demonstrate that working environment issues are prioritized and handled in a systematical and sound way (e.g. by presenting its working environment manual, targets or action plan). Depending on the specific supply contract, CPH is entitled to establish minimum requirements for protection of the working environment applicable.

**7. Training and Protective Gear:** The supplier shall provide its employees with the protective equipment and training necessary to perform their tasks safely. CPH requirements and policies regarding operation on site and buildings of CPH shall be strictly observed.

**8. Infrastructure:** The supplier must provide a suitable, clean and sanitary infrastructure, including access to toilets and potable water, which conforms to the needs and numbers of its employees. Accommodation, if provided by the supplier, shall conform to the same requirements, including the general provisions on health and safety standards listed above. Workers of the supplier can use any infrastructure of CPH or any other infrastructure on the site of CPH only if this has been explicitly agreed in the particular contract.

**9. Red Smileys:** Danish Working Environment Authority (Arbejdstilsynet) publishes smileys on the authority's website, which allow the general public to see how an enterprise is doing in terms of health and safety. A red smiley indicates that the enterprise has received an improvement notice or a prohibition notice. CPH follows the publications of Danish Working Environment Authority, and considers the smileys being an indicator of Supplier's performance in the concerned area.

**10. Substance abuse policy:** To prevent potential safety liabilities CPH does not tolerate employees under the influence of alcohol, drugs or other substances with mood-altering effect at work or on duty. CPH's policy applies to anyone working on CPH's site including any suppliers' employees working at the territory of CPH. Personnel on duty who are in breach of the substance abuse policy will be escorted from the premises. CPH encourages suppliers to give personnel with substance abuse problems adequate counseling.

**11. Non-smoking policy:** CPH actively promotes a non-smoking policy and requires all suppliers to comply with a non-smoking working environment, when working at the territory of CPH. Smoking

on the territory of CPH is allowed only in the specially designated areas. Suppliers are not entitled to use the smoking facilities serving the CPH passengers, except explicitly agreed otherwise.

**Labor:**

**12. Freedom of Association and Collective Bargaining:** CPH expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as expressed in the ILO Conventions 87, 98, 135. CPH recognizes the importance of open communication and direct engagement between workers and management, and suppliers must respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

**13. Forced Labor:** CPH expects its suppliers to embrace employment practices consistent with the ILO conventions pertaining to forced labor 29, 105. The supplier must not participate in, or benefit from, any form of forced labor including bonded labor, forced prison labor, slavery, servitude, or human trafficking. Workers must have the freedom of movement during the course of their employment. The suppliers must not withhold any part of any personnel's salary, benefits, property or documents (e.g. identity cards and travel documents) in order to force such personnel to continue working for them. The supplier shall treat all personnel with dignity and respect. The supplier shall not engage in or tolerate the use of corporal punishment, mental or physical coercion and verbal abuse of personnel.

**14. Child Labor:** CPH expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the ILO Convention on the Rights of the Child, 138 and 182.

The supplier shall not engage in, or benefit from, the use of child labor. The minimum age for employment shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years (or 14 years where established by national laws in accordance with the ILO developing-country exception).

If the supplier becomes aware that it is employing children of school age, it shall ensure that the children are enrolled in a remediation program, rather than being summarily terminated from employment. The program shall include access to education and financial support and shall be decided in consultation with the child and family or next of kin. Where permitted by national laws, the supplier may employ children between 12 and 15 to perform a few hours of light work per day. The work must be simple tasks of a limited nature and not interfere with the children's educational responsibilities. Apprenticeship programs for children below the minimum age of employment must be remunerated and clearly aimed at training. The supplier shall refrain from hiring young workers (below 18 years of age) to perform any type of work, which is likely to jeopardize their health, safety or morals.

**15. Discrimination:** CPH does not tolerate any form of discrimination in hiring and employment practices on the ground of race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status, except where special working conditions require otherwise. Hiring, remuneration, benefits, training, advancement, discipline, termination, retirement or any other employment-related decisions shall be based on relevant and objective criteria, as consistent with the principles of the ILO Conventions 111 and 100. If the supplier has a policy for the employees to wear uniforms, CPH expects the supplier to ensure that the uniform design is culturally appropriate for the person to wear it.

**16. Established Working Relationship:** CPH requires its suppliers to provide all workers with a written, understandable, and legally binding employment agreement. The supplier shall not rely on part-time, short-term or casual laborers, trainees or false apprenticeships aiming to pay wages lower than minimum or industry standards, whichever is higher. The supplier shall respect the privacy rights of its employees whenever it gathers or keeps private information or implements employee-monitoring practices. Any activities concerned with the monitoring of employees working on sites or in buildings of CPH can only be performed with written consent of CPH.

**17. Working Hours:** In accordance with article 6 of the Directive 2003/88/EC (as amended from time to time), the supplier operating within the EU member states shall ensure that the work-week of employees, working in the EU member states, is limited to 48 hours calculated as an average for each seven day period. Referring to article 17 of the Directive, based on the specific characteristics of the activity concerned, suppliers shall have the option to derogate from this as long as working conditions are subject to compliance with general principles relating to the protection of the safety and health of workers. Exceptions might be also applicable for suppliers operating outside the EU, if this is in compliance with local laws and international practice.

Employees are entitled to at least one day off per week, and shall be given reasonable breaks while working and sufficient rest periods between shifts. The supplier shall grant employees paid holiday each year and the right to sick leave, as well as parental leave to employees who must care for a newborn child. Neither women nor men who take parental leave must face dismissal or threat of dismissal on the basis of this leave, and shall be able to return to work in their former employment at the same rate of pay and benefits.

**18. Compensation:** With reference to the ILO Convention 131, 95 and 132, CPH expects the supplier to comply with legal minimum standards concerning wages and benefits. In any case, the supplier should always provide a wage, which enables workers to meet the basic needs of themselves and their dependents, as well as provide some discretionary income. Wages shall be paid in legal tender and on a regular basis. Deductions from wages shall be transparent and must never be used as a disciplinary measure. In addition, in accordance with the Directive 96/71/EC, the supplier shall ensure that the supplier's and any sub-contractors' employees working in Denmark for the purpose of carrying out the work under the contract with CPH shall have salary- and employment conditions that comply with applicable legislation and collective agreements. .

#### **Human Rights:**

**19. Human Rights:** CPH expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**20. Harassment, Harsh or Inhumane Treatment:** CPH expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

#### **Bribery & Corruption:**

**21. Corruption:** CPH expects suppliers to respect the United Nations Convention against Corruption. The supplier shall refrain from bribing, or using any other method, to unjustly influence public officials, the judiciary and/or private parties. CPH encourages its suppliers to include a section on anti-corruption in its contracts with agents, intermediaries and consultants and that the contract holder must comply with all applicable laws and regulations.

**22. Conflict of Interest:** Suppliers are expected to communicate to CPH any situation that may appear as a conflict of interest, and disclose to CPH if any CPH officer, employer or agent under negotiated or concluded contract with the CPH may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier. Suppliers should use the CPH whistleblowing system (available on [cph.dk](http://cph.dk)) for the reporting of any cases of bribery, corruption or conflict of interest, or report the cases in other appropriate and efficient way to CPH management.

**23. Gifts and Hospitality:** CPH has a strict gift policy and does not accept any type of gift or hospitality, except those of the symbolic low commercial value. CPH representatives cannot accept invitations to sport or cultural events, holidays or other recreational trips, transportation, or invitations to lunches or dinners, except if there is an official approval by CPH management or it could be considered as part of the business relationship management. CPH expects suppliers to refrain from offering any such gifts or benefits to CPH staff member or agent, or their relatives, in order to facilitate business with the CPH.

#### **Implementation:**

**24. Applicability:** This Code of Conduct is legally binding and shall be applicable to all supply contracts, where CPH is one of the parties, except if its applicability is explicitly excluded from a particular contract.

CPH expects that these principles also apply to suppliers' parent entities and subsidiary- or affiliate entities, as well as all others with whom they do business including employees, subcontractors, and other third-parties. CPH expects that suppliers ensure that this Code of Conduct is communicated to employees and subcontractors and that it is done in the local language and in a manner that is understood by all.

Suppliers are required to comply with all local and international laws and regulations in the areas of this Code of Conduct.

Failure to comply with the Code of Conduct during the negotiation phase and the entire term of the business relationship with CPH constitutes an increased legal and business risk to CPH. CPH reserves the right to renegotiating the contract(s) with particular suppliers to the supplier's disadvantage, or request additional guaranties and/or services at the supplier's risk and expense. Timely rectification of deficiencies or non-compliance with the Code of Conduct will be requested by CPH.

Substantial or repeating non-compliance with the Code of Conduct may result in termination of the business relationship with the supplier in question.

**25. Continuous Improvement:** The provisions as set forth in this Code of Conduct provide the standards expected from the suppliers to CPH that might be amended from time to time. CPH acknowledges that reaching the standards is a dynamic process and encourages suppliers to continually improve their environmental and social impact, as well as workplace conditions. CPH is prepared to engage in collaboration with suppliers on raising social and environmental standards. Any exclusions and deviations from the provisions of this Code of Conduct shall be reported to CPH or discussed individually and included in the particular contract or individual protocol.

**26. Monitoring and Evaluation:** CPH may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their compliance with the Code of Conduct. Alternatively or supplementary CPH is entitled to request extraordinary reporting from the particular supplier about the adherence to the Code of Conduct with an independent review and audit.