



THE NORWEGIAN ARMED FORCES
The Norwegian Defence Logistics Organisation

460000xxxx – Seamanship Equipment

Annex G-1
Ethical Requirements

CONTRACT TERMS – ETHICAL REQUIREMENTS

Our Contractors and Contracting Parties shall respect fundamental requirements to/of human rights, labour rights and environment. The scope of delivery to be delivered to (name of Contracting Authority) shall be manufactured under conditions that are in accordance with the criteria specified below. These criteria are based on key UN conventions, ILO conventions and national labour legislation in the country/ies of production. Pursuant to UN Guiding Principles on Business and Human Rights companies have an independent responsibility to respect internationally recognized human rights and the ILO's core conventions (principle 12). This also applies to public organisations and their procurements (principle 6)¹.

Where a contractor uses sub-contractors to fulfil this contract, the Contractor shall communicate the requirements within this contract to sub-contractors and contribute towards ensuring compliance in the supply chain.

(1) Prohibition of child Labour (ILO's core Conventions Nos. 138, 182)

- Children under the age of 15 (14 or 16 in certain countries) shall not carry out any type of work that interferes with or is harmful to, their education and/or development.
- Children under 18 years old shall not work night shifts or carry out any type of work which endangers their physical or mental health, or safety.
- Children have the right to be protected from economic exploitation through work.

(2) Prohibition of Forced Labour (ILO's core Conventions Nos. 29 and 105)

- Forced or involuntary labour shall not occur in any form, including as a means of training, penalty or promoting labour discipline.
- Workers shall not be required to lodge a deposit or surrender identification papers to employers.
- Employees are free to end their employment after a reasonable period of notice.

(3) Prohibition of discrimination (ILO's core Conventions Nos. 100 and 111)

- Employees shall not be discriminated against on the basis of gender, race, skin colour, religion, political opinion, national origin, social status, trade union work or personal circumstances in work situations or in access to employment.
- The pay shall be equal for equal work.

(4) The right to of freedom of association and collective bargaining (ILO's core Conventions Nos. 87 and 98)

- Employees and employers have the right to form or join organisations of their own choosing and engage in collective bargaining and share the contents of collective agreements.
- All activities in conjunction with representation and collective bargaining shall be allowed to take place without restriction or reprisal.
- Employers shall in no way hinder arenas for meetings and collective bargaining.

¹ Human Rights Due Diligence is a recognised and recommended method for the promoting of such rights.,
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

- Where freedom of association and the right to collective bargaining are restricted by national law, employers shall facilitate, and not hinder, alternative mechanisms for free and independent organisation and negotiation.

(5) The Contractor has an obligation to ensure that the production of deliverables regulated by this contract takes place in accordance with the country of production's national legislation:

The national legislation in the country of production shall be complied with. This includes, but is not limited to, provisions related to: 1) wages and working hours; 2) occupational health, environment and safety; 3) regular employment conditions, including contracts of employment; as well as 4) statutory insurance and social schemes.

(6) COMPLIANCE

The Contractor is obligated to comply with criteria 1-5 in their own company and in the supply chain.

This shall be documented by:

- Self-assessment²; and / or
- Follow-up meetings; and /or
- Inspections of working conditions³

Failure to meet any of the above criteria is deemed to be a breach of contract. . In the event of a breach of contract, the Contractor has an obligation to remedy the breaches by a deadline set by the Contracting Authority, as long as this is not unreasonably short. The remedies shall be documented in writing and in the manner determined by the Contracting Authority. Substantial breaches of contractual obligations may be invoked by the Contracting Authority as a basis for terminating the contract, even if the Supplier rectifies the breach. If the breaches occur in the supply chain, the Contracting Authority can demand that the Contractor replaces the sub-contractor(s). This shall take place at no cost to the Contracting Authority.

If the Contractor becomes aware of conditions that contravene the conditions of this contract, the Contractor shall report this to the Contracting Authority without undue delay.

We, the Contractor, confirm that we have read and understood the above contract terms. If the Contracting Authority requires self-assessment, the Contractor shall provide this within four weeks from the date it is issued.

.....
Name, general manager, [Contractor]

.....
Place/Date

.....
Signature, general manager, [Contractor]

² When asked to do so by the Contracting Authority, the Contractor shall complete a self-assessment form. The Contractor may also enclose report from an independent audit conducted in the last 12 months.

³ The Contracting Authority, or a party authorized by the Contracting Authority, reserves the right to conduct inspections in the supply chain during the contract period. In the event of inspections, the Supplier shall obtain necessary contact information. Contact information will be kept confidential.