



## Sustainable Procurement Policy

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## Contents

1	Purpose of this Sustainable Procurement Policy	3
2	RWE Code of Conduct	3
3	Sustainability Questionnaire	3
4	Human Rights and Labour Standards	3
5	Modern Slavery and Human Trafficking	4
6	Modern Slavery – Contractor Warranties	5
7	Modern Slavery – Training and Awareness	5
8	Modern Slavery – Subcontracting	5
9	Modern Slavery – Reports, Records and Audit	6
10	Modern Slavery – Indemnity	6
11	Anti-Bribery and Corruption	7
12	Respect for the Environment	9
13	Health & Safety	9
14	Sustainability Verification	9
15	Potential Breach Management	10
Annex	Sustainable Procurement Questionnaire	12

## **1. Purpose of this Sustainable Procurement Policy**

- 1.1. This Schedule sets out the Employer's Sustainable Procurement Policy (the "Sustainability Schedule"), through which the Employer demonstrates its requirements to procure goods and services in a way that not only achieves value for money but also generates wider benefits to society, whilst minimising damage to the environment.
- 1.2. The Employer hereby recognises its commitment, and the commitment of those with whom it does business, to the respect of and adherence to the principles of Sustainability, Corporate Responsibility, Human Rights, Labour Standards, Anti-Corruption, Respect for the Environment and Health & Safety, as well as their commitment against all forms of Modern Slavery and Human Trafficking.
- 1.3. A fundamental part of this Policy is the importance of good corporate citizenship and the support of the Ten Principles of the United Nations Global Compact (a United Nations standard for responsible businesses, designed to promote respect for Human Rights, Labour Standards and the Environment and to support the elimination of Bribery and Corruption).
- 1.4. On entering into this Contract, the Employer and members of the RWE Group expect the Contractor, and the Contractor hereby agrees, to comply with the values set out in this Schedule in addition to the law and, in particular, to support and enact the principles established in the Global Compact Initiative of the United Nations in the areas of Human Rights, Labour Standards, the Environment and Anti-Corruption, as set out at [www.unglobalcompact.org](http://www.unglobalcompact.org).

## **2. RWE Code of Conduct**

- 2.1. The Contractor shall adhere at all times to the "RWE Code of Conduct" in force in the RWE Group which can be viewed at: <https://www.group.rwe/en/the-group/compliance/code-of-conduct/>?

## **3. Sustainability Questionnaire**

- 3.1. The Contractor acknowledges that the Employer is committed to its Sustainable Procurement Policy and the Contractor represents, warrants and confirms that each of its responses, statements and warranties set out by the Contractor in the Sustainability Questionnaire are true and accurate.
- 3.2. The Contractor further acknowledges that the Employer has entered into this Contract in reliance upon these responses, statements and warranties and has been induced by them to enter into the Contract.
- 3.3. The Contractor shall deal consistently and diligently with the Employer's requests from time to time to demonstrate compliance with the Contractor's responses within the Sustainability Questionnaire and its continued cooperation with the Employer's Sustainable Procurement Policy.

## **4. Human Rights and Labour Standards**

- 4.1. In addition to the specific Modern Slavery provisions within this Schedule, the Contractor shall support and respect the protection of internationally proclaimed human rights, ensuring that it is not complicit in any human rights abuses.
- 4.2. The Contractor shall uphold the right of employees to belong to and participate in the activities of trade unions.
- 4.3. The Contractor shall ensure that it respects the rights of employees and workers protected by applicable law.

- 4.4. The Contractor shall take concerted steps to support:
  - 4.4.1. the elimination of any kind of discrimination in respect of employment;
  - 4.4.2. the rejection of all forms of forced, compulsory or trafficked labour;
  - 4.4.3. the denunciation of people being held in slavery or servitude; and
  - 4.4.4. the effective abolition of child labour.
- 4.5. In relation to the employees and workers employed or engaged by the Contractor under this Contract (including Staff) (referred to under this Paragraph 4.5 generally as “employees”), the Contractor warrants that it:
  - 4.5.1. has effective procedures to verify the age of employees at the time they are recruited;
  - 4.5.2. keeps adequate age documents of employees, such as ID copies and personnel records;
  - 4.5.3. complies with local legal requirements in relation to the minimum age of employees;
  - 4.5.4. only employs young workers as defined by the Global Compact (aged between 15 and 18 years) on non-hazardous or non-night work;
  - 4.5.5. allows employees to leave the premises after working hours;
  - 4.5.6. treats all employees in a humane manner, including not subjecting a worker to physical or verbal abuse;
  - 4.5.7. treats all employees in an acceptable manner in relation to their personal documents, including not requiring employees to lodge deposits or original documents such as ID papers and training certificates;
  - 4.5.8. treats all employees in an appropriate manner over access to and from the premises; and
  - 4.5.9. ensures all employment or work is voluntarily offered.

## **5. Modern Slavery and Human Trafficking**

- 5.1. The parties acknowledge that Modern Slavery (as defined by the Modern Slavery Act 2015) a gross violation of fundamental human rights and a crime which should not be tolerated. It can involve slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person’s liberty by another in order to exploit them for personal or commercial gain.
- 5.2. In addition to meeting its statutory requirements under the Modern Slavery Act 2015, the Employer is fully committed to acting ethically and with integrity in all its business dealings and relationships and has a zero-tolerance approach to Modern Slavery which it expects all of its suppliers to respect and adopt.
- 5.3. The Contractor agrees to implement and enforce effective systems and controls to ensure that Modern Slavery is not taking place anywhere within its own business or in any of its own supply chains which would compromise the Employer’s position in satisfying its standards of conduct in relation to Modern Slavery and Human Trafficking.
- 5.4. The Contractor shall not, and shall take all reasonable steps to ensure that its own suppliers shall not, make use of forced, compulsory or trafficked labour, or of anyone (whether adults or children) held in slavery or servitude.

## **6. Modern Slavery – Contractor Warranties**

- 6.1. The Contractor hereby warrants, represents and undertakes that:
- 6.1.1. neither the Contractor nor any of its officers, employees, agents or subcontractors has:
    - (a) committed an offence under the Modern Slavery Act 2015 (an “MSA Offence”); or
    - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
    - (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
  - 6.1.2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery obligations under this Sustainability Schedule; and
  - 6.1.3. its responses to the Modern Slavery aspects of the Employer's Sustainability questionnaire are complete and accurate to the best of its knowledge and belief; and
  - 6.1.4. it shall notify the Employer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Contractor’s Modern Slavery obligations under this Sustainability Schedule. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Contractor’s obligations.
- 6.2. Any breach the Modern Slavery requirements under this Sustainability Schedule by the Contractor shall be deemed a material breach of the Contract and shall entitle the Employer to terminate the Contract.

## **7. Modern Slavery - Training and Awareness**

- 7.1. The Contractor shall ensure that its employees, workers, agents, representatives and suppliers are aware of the requirements in relation to Modern Slavery under this Sustainability Schedule and shall abide by them.
- 7.2. The Contractor shall provide regular training within its organisation to enable all individuals who are involved in the provision of the Goods and/or Services under this Contract to understand the risk to both the Contractor and to the Employer from Modern Slavery and Human Trafficking and that such individuals are aware that any breach of this Schedule by the Contractor as a result of their action or omission shall lead to appropriate disciplinary action (which could result in dismissal for misconduct or gross misconduct).
- 7.3. The Contractor agrees to have, and maintain for the term of the Contract, clear and fair processes in place to ensure that anyone who has concerns about any issue or suspicion of Modern Slavery in any parts of its business or at any supplier tier of its supply chains can report such concerns to an identified person of appropriate authority at the earliest possible stage without the fear of detrimental treatment.

## **8. Modern Slavery – Subcontracting**

- 8.1. Where the Contractor is authorised to delegate or subcontract any of its duties or obligations under this Contract, it shall at all times remain liable to the Employer for the performance of all of its duties and obligations under this Contract, including the Modern Slavery requirements under this Sustainability Schedule.

- 8.2. The contract that the Contractor has with a subcontractor must:
- 8.2.1. be in writing;
  - 8.2.2. contain substantially the same provisions as those provisions in this Contract, including an obligation to comply with the Modern Slavery Act 2015 and the relevant obligations within this Sustainability Schedule; and
  - 8.2.3. prohibit the subcontractor from subcontracting the Goods and/or Services it has agreed with the Contractor to provide.
- 8.3. The Contractor shall ensure that the Employer (or the Contractor upon the Employer's request) has the ability to audit the Contractor's subcontractor to verify compliance with the Modern Slavery Act 2015 and the Modern Slavery obligations under this Sustainability Schedule.

## **9. Modern Slavery – Reports, Records and Audit**

- 9.1. The Contractor shall, during the term of this Contract and for the period of six (6) years thereafter, maintain such records relating to the Goods and/or Services provided to the Employer under this Contract as may be necessary to trace the supply chain of such Goods and/or Services and to enable the Employer to determine the Contractor's compliance with this Sustainability Schedule.
- 9.2. The Employer (or a third party acting on its behalf) shall have the right from time to time to conduct an audit of the Contractor's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Contractor's compliance with this Sustainability Schedule and for that purpose shall be entitled to have access to the Contractor's premises and to any premises of the Contractor's subcontractors or agents where the Services are being performed and/or Goods are being produced during normal working hours upon giving reasonable notice to the Contractor.
- 9.3. The Contractor shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to Paragraph 9.2 above within such timescales as are agreed with the Employer. The nature of the remediation action to be taken is at the discretion of the Contractor, but such action must address the relevant findings of the audit.
- 9.4. The Contractor shall, upon reasonable notice of the Employer, prepare and deliver to the Employer a report setting out the steps it has taken to ensure Modern Slavery and Human Trafficking is not taking place in any of its supply chains or in any part of its business.
- 9.5. The Contractor shall keep a record of all training offered and completed by its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with Modern Slavery obligations of this Sustainability Schedule and shall make a copy of such records available to the Employer on request.

## **10. Modern Slavery – Indemnity**

- 10.1. The Contractor shall indemnify and keep indemnified the Employer and the RWE Group against all losses, liabilities, damages, claims, costs and expenses (including all legal and other professional fees and expenses) incurred or suffered by the Employer and/or the RWE Group as a result of a breach of any of the Modern Slavery provisions of this Sustainability Schedule.

## **11. Anti-Bribery and Corruption**

- 11.1. The Employer is fully committed to acting with integrity in all its business dealings and expect all those it does business with to act in an honest, professional, fair and ethical manner.
- 11.2. Any instances of bribery and corruption will not be tolerated and any breach of the Anti- Bribery and Corruption provisions of this Sustainable Policy shall constitute a material breach of the Contract, enabling the Employer to terminate this Contract immediately.
- 11.3. For the purpose of this Schedule, the following words shall have the definitions given hereunder:
  - 11.3.1. “adequate procedures” shall have the meaning given to by section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);
  - 11.3.2. a “Bribe” means any financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit;
  - 11.3.3. “Bribery” includes offering, promising, giving, accepting or seeking a Bribe. All forms of Bribery are strictly prohibited;
  - 11.3.4. a “foreign public official” shall have the meaning given to it under sections 6(5) and 6(6) of the Bribery Act 2010; and
  - 11.3.5. the meaning of whether a person is “associated with” another person shall be determined in accordance and section 8 of the Bribery Act 2010 and, for the avoidance of doubt, includes any subcontractor of the Contractor.
- 11.4. The Contractor shall not:
  - 11.4.1. give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
  - 11.4.2. accept any offer from a third party that it either knows or suspects is made with the expectation that the Contractor will provide a business advantage for them or anyone else;
  - 11.4.3. give or offer any payment to a foreign public official in any country to facilitate or speed up a routine or necessary procedure;
  - 11.4.4. threaten or retaliate against another person who has refused to offer or accept a Bribe or who has raised concerns about possible Bribery or corruption; nor
  - 11.4.5. otherwise engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 11.5. The Contractor shall:
  - 11.5.1. comply with all applicable laws, statutes, regulations, and codes relating to anti- bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - 11.5.2. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with this Sustainability Schedule, and will enforce them where appropriate;

- 11.5.3. promptly report to the Employer any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;
  - 11.5.4. immediately notify the Employer in writing if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor and the Contractor warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract;
  - 11.5.5. on an annual basis and upon the request of the Employer, certify to the Employer in writing, signed by an officer of the Contractor, compliance with the Anti-Bribery and Corruption provisions of this Sustainability Schedule by both the Contractor and all persons associated with it, providing such supporting evidence of compliance as the Employer may reasonably request; and
  - 11.5.6. ensure that there is adequate training on Bribery and corruption throughout its business and that anyone raising concerns in good faith is aware of how to do so without the fear of detrimental treatment.
- 11.6. The Contractor shall ensure that any person associated with the Contractor who is performing Services and/or providing Goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in relation to Anti-Bribery and Corruption.
  - 11.7. The Contractor shall be responsible for the observance and performance by such persons of the Anti-Bribery and Corruption provisions of this Sustainability Schedule, and shall be directly liable to the Employer for any breach of these provisions by such persons.
  - 11.8. The Contractor must take care in accepting gifts or hospitality to ensure that this reasonable and appropriate for legitimate purposes and that it does not constitute a Bribe.
  - 11.9. The following forms of gift or hospitality will not be appropriate:
    - 11.9.1. those which are unduly lavish or extravagant;
    - 11.9.2. those which could be seen as an inducement or reward for any preferential treatment;
    - 11.9.3. those which include cash or cash equivalent (such as vouchers);
    - 11.9.4. those given in secret;
    - 11.9.5. those given in an individual's name instead the Contractor's name; and
    - 11.9.6. gifts of inappropriate type and value depending on the circumstances and taking account of the reason for the gift.
  - 11.10. The Contractor must declare and keep a written record of all hospitality or gifts given or received, including all expenses claims relating to hospitality, gifts or payments to third parties.
  - 11.11. All accounts, invoices, and other records relating to dealings with third parties, including suppliers and customers, should be prepared with strict accuracy and completeness.

11.12. The Contractor shall indemnify and keep indemnified the Employer and the RWE Group against all losses, liabilities, damages, claims, costs and expenses (including all legal and other professional fees and expenses) incurred or suffered by the Employer and/or the RWE Group as a result of a breach of any of the provisions of Anti-Bribery and Corruption provisions of this Schedule.

## **12. Respect for the Environment**

12.1. The Contractor confirms that it supports a precautionary approach to environmental challenges and therefore takes deliberate steps to respect the environment whilst providing the Goods and/or performing the Services under this Contract.

12.2. The Contractor warrants and represents that it undertakes initiatives to promote greater environmental responsibility and shall provide the Employer with written confirmation of such initiatives upon reasonable request.

12.3. The Contractor shall actively encourage the development and diffusion of environmentally friendly technologies.

## **13. Health & Safety**

13.1. The Contractor shall, at all times, adhere to good industry practice in relation to Health & Safety, following all Applicable Law and any specific requirements by the Employer within this Contract.

13.2. The Contractor warrants and represents that:

13.2.1. all Staff share responsibility for achieving safe working conditions and are aware that they must take care of their own health and safety and that of others, observing applicable safety rules and following instructions for the safe use of equipment;

13.2.2. clear instructions are communicated to Staff in relation to immediately reporting any Health & Safety concerns;

13.2.3. it shall co-operate with the Employer on Health & Safety matters, including the investigation of any incident;

13.2.4. adequate training and supervision is provided to enable work to be performed competently and safely; and

13.2.5. appropriate policies are in place in relation to equipment, PPE, accidents, first aid and fire safety.

13.3. The Contractor shall carry out general workplace risk assessments periodically to assess the risks to Health & Safety of employees, visitors and other third parties as a result of the Contractor's activities under this Contract, and to identify any measures that need to be taken to control those risks.

## **14. Sustainability Verification**

14.1. In order to ensure that the Contractor is complying with the warranties and obligations set out in this Schedule, the Employer reserves the right to validate compliance and the Contractor therefore agrees to provide appropriate information or where required permit access at reasonable times for the following purposes:

14.1.1. make site inspections as part of bid evaluation;

14.1.2. make spot checks/site visits to validate compliance; and

14.1.3. use an independent auditor to validate compliance.

## **15. Potential Breach Management**

- 15.1. In the event of a potential breach of the Contractor's obligations under this Schedule, the Employer reserves the right to use appropriate means to establish the validity of the claim and, if validated:
  - 15.1.1. to issue the Contractor with a warning and require immediate agreement of an action plan to address the breach; and/or
  - 15.1.2. to deploy a contract suspension i.e. a temporary stop on trading until breach is addressed.
- 15.2. Where the Contractor has been given adequate opportunity to address its breach and has failed to do so, the Employer may terminate the Contract.

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Swindon,  
Wiltshire, SN5 6PB  
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RWE Renewables UK Limited  
Greenwood House, Westwood Business Park,  
Coventry, CV4 8LG  
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<https://www.group.rwe/en/the-group/countries-and-locations/rwe-renewables-in-the-united-kingdom>



## Sustainable Procurement Questionnaire

# 1. Corporate Responsibility (CR)

- 1.1 In which countries do you operate or procure goods and services from?
- 1.2 How do you map each stage of the supply process of your goods and services?
- 1.3 Does your company support and are you in compliance with the standards underlying the 10 principles of the United Nations Global Compact? <https://www.unglobalcompact.org/what-is-gc/mission/principles>
- 1.4 Does your company support and are you in compliance with the International Labour Organisation fundamental Conventions? [ILO 8 fundamental conventions](#)
- 1.5 Does your company support and are you in compliance with the requirements of the Modern Slavery Act 2015 (exact or equivalent act in your jurisdiction)? <https://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>
- 1.6 Is your company is required by section 54 of the Modern Slavery Act in the UK to produce, or voluntarily provide an annual statement setting out the steps that have been taken to ensure your company and supply chains are slavery free. If yes, please provide a copy of the latest statement?
- 1.7 What training has been provided to your staff, especially for those in charge of supply chain management, to understand what slavery and human trafficking are and how to mitigate the risk of them in their respective supply chains?
- 1.8 How do you ensure that all your staff are aware of the existence of modern slavery and the company's policy in relation to that?
- 1.9 Does your company support and meet the provisions of the UK Bribery Act (exact or equivalent act in your jurisdiction)? <https://www.legislation.gov.uk/ukpga/2010/23/contents>
- 1.10 Do you have systems and procedures in place to maintain reasonable evidence of your compliance with the Modern Slavery Act (exact or equivalent act in your jurisdiction)?
- 1.11 Do you have systems and procedures in place to maintain reasonable evidence of your compliance with the UK Bribery Act (exact or equivalent act in your jurisdiction)?
- 1.12 Has your company ever breached the UK Bribery Act (exact or equivalent act in your jurisdiction)?
- 1.13 Is your company currently under investigation for a suspected breach of the UK Bribery Act (exact or equivalent act in your jurisdiction) or are any court cases currently underway?
- 1.14 Does your company have a Director/Senior Manager responsible for your Company's compliance with the UK Bribery Act (exact or equivalent act in your jurisdiction)?
- 1.15 Within the last two years, has your company had any breaches of the UN Declaration of Human Rights? <https://www.un.org/en/universal-declaration-human-rights/>
- 1.16 Within the last two years, has your company had any breaches of the Core ILO Conventions? <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>
- 1.17 Within the last two years, has your company had any cases of criminal activity involving employees?
- 1.18 Has your company produced and implemented a corporate responsibility policy? If so, please provide a copy of the policy.

- 1.19 Have you received any corporate responsibility related awards and/or recognition in the last 2 years?
- 1.20 How do you audit and monitor personnel recruitment sources, including overseas labour brokers or overseas employment agencies providing imported labour?
- 1.21 How do you ensure that copies of all of your workers' contracts are readily available?

## **2. Managing your Supply Chain**

- 2.1 What steps have you taken to increase awareness of modern slavery with your key suppliers?
- 2.2 Have you appointed a third party or somebody within your organisation to identify the overall risks of slavery and human trafficking in your supply chain?
- 2.3 What do you know about how the workers in your supply chain are recruited and paid?
- 2.4 Are any of the goods/services (including component parts) sourced from a supplier on the World Bank List of Ineligible Firms & Individuals? If yes, please provide the details.

<http://pubdocs.worldbank.org/en/387181466627871302/World-Bank-Notes-on-Debarred-Firms-and-Individuals.pdf>

- 2.5 Are any of the goods/services (including component parts) sourced from a supplier on the World Bank Corporate Procurement Listing of Non-Responsible Vendors? If yes, please provide the details.

<https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors>

- 2.6 Are any of the goods/services (including component parts) sourced from suppliers from countries outside the World Bank List of high-income countries? If yes, please provide the details and list of countries you are referring to.

<https://blogs.worldbank.org/opendata/new-country-classifications-2016>

- 2.7 Are any of the goods/services (including component parts) sourced from suppliers from the EU/UN Sanctions Lists? If yes, please provide the details.

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

- 2.8 Do you have a programme to identify, assess and manage CR risks identified in your supply chain?
- 2.9 How often do you conduct independent, unannounced audits of your operations and those of your suppliers?
- 2.10 What are the consequences for suppliers' non-compliance with the standards?
- 2.11 If you are currently participating in a tender, have you identified any CR related risks in the supply chain relating to this Tender?
- 2.12 If you are currently participating in a tender, how many tiers are there in your supply chain that specifically relate to this tender?

- 2.13 By answering yes to this question, you confirm that you have read and are in compliance with the mentioned policies and will continue to comply therewith throughout the life of any contract awarded, maintaining reasonable evidence of such compliance. Tenders will also comply with any/all site-specific policies referred

to in individual tenders. You can access the RWE Code of Conduct and the RWE Renewables UK Limited Procurement Policy at <https://www.group.rwe/en/bespoke-solutions/supplier-portal/general-conditions/>

2.14 Do you have systems and procedures in place to maintain reasonable evidence of your compliance with RWE Renewables Sustainable Procurement Policy?

<https://www.group.rwe/en/bespoke-solutions/supplier-portal/general-conditions/terms-of-delivery-and-service>