



Sustainable Procurement Policy

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1. Purpose of this Sustainable Procurement Policy

- 1.1. This Schedule sets out the Sustainable Procurement Policy, through which the Parties to the Agreement demonstrate their commitment to procure goods and services in a way that not only achieves value for money but also generates wider benefits and minimises damage to both the society and the environment.
- 1.2. The Parties hereby recognise their 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 Sustainable Procurement Policy is the importance of good corporate citizenship and the support of the 'Ten Principles' of (and defined in) 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 as set out at www.unglobalcompact.com).
- 1.4. On entering into the Agreement, the Counterparty shall ensure compliance with the values and expectations set out in this Schedule in addition to the Applicable Laws and, in particular, to support and enact the principles established in the Global Compact.
- 1.5. This Policy has been approved by the Director Procurement of RWE Renewables GmbH. The document has been developed in the Company's Procurement Organisation in alignment with internal stakeholders

2. Human Rights and Labour Standards

- 2.1. In addition to the Anti-Modern Slavery Principles of this Schedule, the Counterparty shall support and respect the protection of internationally proclaimed human rights and labour rights, ensuring that it is not complicit in any human rights or labour rights abuses.
- 2.2. The Counterparty shall uphold any existing rights of employees to belong to and participate in the activities of trade unions including collective bargaining.
- 2.3. The Counterparty shall ensure that it respects the rights of employees and workers protected by Applicable Laws.
- 2.4. The Counterparty shall take concerted steps to support:
 - 2.4.1. the elimination of any kind of discrimination in respect of employment;
 - 2.4.2. the rejection of all forms of forced, compulsory or trafficked labour;
 - 2.4.3. the denunciation of people being held in slavery or servitude; and
 - 2.4.4. the effective abolition of child labour.
- 2.5. In relation to all Personnel, the Counterparty shall ensure that it:
 - 2.5.1. has effective procedures to verify the age of Personnel at the time they are recruited or engaged;
 - 2.5.2. keeps adequate age documents of Personnel, such as ID copies and personnel records;
 - 2.5.3. complies with Applicable Laws in relation to the minimum age of Personnel;
 - 2.5.4. only employs young workers as defined by the Global Compact (aged between 15 and 18 years) on non-hazardous or non-night work;
 - 2.5.5. allows Personnel to leave the premises after working hours;

- 2.5.6. treats all Personnel in a humane manner, including not subjecting a worker to physical or verbal abuse or any harassment (being any offensive, belittling, threatening, or otherwise unwelcome behaviour);
- 2.5.7. treats all Personnel 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;
- 2.5.8. treats all Personnel in an appropriate manner over access to and from the premises;
- 2.5.9. ensures all employment or work is voluntarily offered;
- 2.5.10. complies with the UN Guiding Principles; and
- 2.5.11. complies with Applicable Laws for the protection of Personnel with regard to payment of the minimum wage, and if applicable, any payment of holiday fund contributions.

3. Modern Slavery and Human Trafficking

- 3.1. The Parties to the Agreement acknowledge that modern slavery in all forms is 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.
- 3.2. The Company's way of doing business is characterised by integrity and compliance with the law. In addition to meeting any statutory requirements on Modern Slavery across all Applicable Laws, the Parties are fully committed to acting ethically and with integrity in all its business dealings and relationships and has a zero-tolerance approach to Modern Slavery.
- 3.3. The Counterparty shall maintain 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 either the Counterparty's or the Company's position in satisfying its standards of conduct in relation to Modern Slavery.
- 3.4. The Counterparty 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.
- 3.5. The Counterparty shall comply with all Anti-Modern Slavery Principles in this Schedule. If the Counterparty is required by Applicable Laws to comply with the UK Modern Slavery Act 2015, the Counterparty shall in addition comply with the requirements set out in the Anti-slavery and Human Trafficking Policy.

4. Modern Slavery - Training and Awareness

- 4.1. The Counterparty shall ensure that its Personnel are aware of the Anti-Modern Slavery Principles of this Schedule and shall abide by them.
- 4.2. The Counterparty shall provide regular training within its organisation to enable all individuals who are involved in the performance of the Agreement to understand the risk to both the Counterparty and to the Company from Modern Slavery and that such individuals are aware that any breach of the Anti-Modern Slavery Principles by the Counterparty as a result of their action or omission shall lead to appropriate disciplinary action (which could result in dismissal for misconduct or gross misconduct).
- 4.3. The Counterparty shall maintain clear and fair processes 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.

5. Modern Slavery – Reports and Records

- 5.1. The Counterparty shall, during the Agreement and for the period of six (6) years thereafter, maintain such records as may be necessary to trace the supply chain in connection with any performance of the Agreement to enable the Company to determine the Counterparty's compliance with this Schedule.
- 5.2. The Counterparty shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to Paragraphs 9 and 10 below within such timescales as are agreed with the Company. The nature of the remedial action to be taken is at the discretion of the Counterparty, but such action must address the relevant findings of the audit.
- 5.3. The Counterparty shall, upon reasonable notice of the Company, prepare and deliver to the Company a report setting out the steps it has taken to ensure Modern Slavery is not taking place in any of its supply chains or in any part of its business.
- 5.4. The Counterparty shall keep a record of all training offered and completed by its Personnel and other members of its supply chain to ensure compliance with Anti-Modern Slavery Principles of this Schedule and shall make a copy of such records available to the Company on request.

6. Anti-Bribery and Corruption

- 6.1. The Parties are 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 and expects the same from its supply chain.
- 6.2. Any instances of bribery and corruption will not be tolerated and any breach of the Anti-Bribery and Corruption Provisions of this Schedule by the Counterparty or its supply chain shall constitute a material breach of the Agreement.
- 6.3. For the purpose of this Schedule, the following words shall have the definitions given hereunder:
 - 6.3.1. if the Counterparty is required by Applicable Laws to comply with the UK Bribery Act 2010, then
 - (a) "adequate procedures" shall have the meaning given to by section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act);
 - (b) "foreign public official" shall have the meaning given to it under sections 6(5) and 6(6) of the UK Bribery Act 2010; and
 - (c) the meaning of whether a person is "associated with" another person shall be determined in accordance and section 8 of the UK Bribery Act 2010 and, for the avoidance of doubt, includes supply chain of the Counterparty;
 - 6.3.2. 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; and
 - 6.3.3. "Bribery" includes offering, promising, giving, accepting or seeking a Bribe. All forms of Bribery are strictly prohibited.

- 6.4. The Counterparty shall not:
- 6.4.1. 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;
 - 6.4.2. accept any offer from a third party that it either knows or suspects is made with the expectation that the Counterparty will provide a business advantage for them or anyone else;
 - 6.4.3. give or offer any payment to a foreign public official in any country to facilitate or speed up a routine or necessary procedure; nor
 - 6.4.4. 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.; and
 - 6.4.5. if the Counterparty is also required by Applicable Laws to comply with the UK Bribery Act 2010 shall not otherwise engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 6.5. The Counterparty shall:
- 6.5.1. comply with all Applicable Laws relating to Anti-Bribery and Corruption Provisions;
 - 6.5.2. have and shall maintain in place throughout the Agreement its own policies and procedures, including (if applicable) adequate procedures under the UK Bribery Act 2010, to ensure compliance with this Schedule, and will enforce them where appropriate;
 - 6.5.3. promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Counterparty in connection with performance of any pre-contract obligations during the Agreement;
 - 6.5.4. immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Counterparty or acquires a direct or indirect interest in the Counterparty;
 - 6.5.5. upon the request of the Company, certify to the Company in writing, signed by an officer of the Counterparty, compliance with the Anti-Bribery and Corruption Provisions of this Schedule by both the Counterparty and all persons associated with it, providing such supporting evidence of compliance as the Company may reasonably request; and
 - 6.5.6. 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.
- 6.6. The Counterparty 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.
- 6.7. The following forms of gift or hospitality will not be appropriate:
- 6.7.1. those which are unduly lavish or extravagant;
 - 6.7.2. those which could be seen as an inducement or reward for any preferential treatment;
 - 6.7.3. those which include cash or cash equivalent (such as vouchers);
 - 6.7.4. those given in secret;
 - 6.7.5. those given in an individual's name instead the Counterparty's name; and
 - 6.7.6. gifts of inappropriate type and value depending on the circumstances and taking account of the reason for the gift.

- 6.8. The Counterparty 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.
- 6.9. All accounts, invoices, and other records relating to dealings with third parties, including suppliers and customers, should be prepared with strict accuracy and completeness.

7. Respect for the Environment

- 7.1. The Counterparty shall take a precautionary approach to environmental protection and climate change related to activities, products and services and therefore takes deliberate steps to respect the environment during performance of the Agreement.
- 7.2. The Counterparty shall assess and manage all environmental aspects that can be controlled or influenced to minimise adverse environmental impacts and/or improve environmental performance.
- 7.3. The Counterparty shall ensure delivered products (if any) incorporate environmental aspects throughout the product life cycle, from design through manufacturing and use, to re-use, recycling and disposal. It is desirable for the Counterparty to work towards designing and extending any product life cycles to a circular economy to innovate and rethink common products to reduce waste and to use less natural resources.
- 7.4. The Counterparty shall use resources such as materials, water and energy efficiently and minimise impacts on biodiversity and on the ecosystem.
- 7.5. The Counterparty shall respect the polluter pays principle, and implement preventive controls, emergency response procedures, incident reporting systems and other appropriate continuous improvement measures.

8. Health & Safety

- 8.1. The Counterparty shall ensure a safe and healthy workplace for all employees and business partners.
- 8.2. The Counterparty shall assess and manage potential health and safety risks and hazards related to activities, products and services to assess the risks to health & safety of employees, visitors and other third parties as a result of the Counterparty's performance of pre-contract obligations during the performance of the Agreement, and to identify any measures that need to be taken to control those risks.
- 8.3. The Counterparty shall reduce any identified risks according to the following hierarchy: elimination, substitution, engineering controls, administrative controls, and personal protective equipment.
- 8.4. The Counterparty shall implement preventive controls, emergency response procedures, incident reporting systems and other appropriate continuous improvement measures. The Counterparty shall report on their breaches (number, type, measures taken etc.) periodically or on request.
- 8.5. The Counterparty shall, at all times, adhere to good industry practice in relation to health & safety, following all Applicable Laws and any specific requirements by the Company during the performance of the Agreement.

9. Sustainability Verification

- 9.1. In order to ensure that the Counterparty is complying with this Sustainable Procurement Policy the Company reserves the right to validate compliance and the Counterparty therefore agrees to provide appropriate information or where required permit access to

the Counterparty's premises and to any premises of its supply chain where any services in connection with the Agreement are being performed and/or any goods are being produced during normal working hours upon giving reasonable notice to the Counterparty for the following purposes:

- 9.1.1. make site inspections as part of bid evaluation;
- 9.1.2. make spot checks/site visits to validate compliance; and
- 9.1.3. use an independent auditor to validate compliance.

10. Potential Breach Management

The Company reserves the right to use appropriate means to establish the validity of the claim and, if validated to issue the Counterparty with a warning and require immediate agreement of an action plan to address the breach.

11. Glossary of Terms

A glossary of terms and their respective meanings within this Schedule:

Term	Description
'Anti-Bribery and Corruption Provisions'	The principles and ethics in respect of preventing Bribery as set out in this Schedule and in addition shall include the Applicable Laws (if applicable) relating to all applicable anti-bribery or anti-corruption related provisions in criminal and anti-competition laws, and/or, anti-bribery and/or anti-corruption laws anywhere in the world including but not limited to the UK Bribery Act 2010 ¹
'Anti-Modern Slavery Principles'	The principles and ethics in respect of preventing Modern Slavery as set out in this Schedule and in addition shall include the Applicable Laws, codes or conventions (if any) in respect of Modern Slavery which apply to the Agreement
'Agreement'	A formal written agreement entered into and executed between the Counterparty and any part of the Company, including any purchase order
'Applicable Laws'	means all laws, regulations, statutes, orders, decrees, injunctions, direction licences, permits, consents, approvals, agreements, regulations, bye-laws, judgements, decrees, orders or interpretations of any Competent Authority, court or tribunal having jurisdiction over the matter in question all as may be extended, amended, consolidated, repealed or re-enacted together with any subordinate legislations, issued from time to time by any Competent Authority. In this context, 'Competent Authority' means any authority or other agency empowered by Applicable Laws including planning authorities, local authorities, police, security agencies, fire, health and safety agencies, environment agencies, marine environmental agencies, any national or state or local government or governmental department or legislative minister or commission or regulator, board, body, bureau, agency (whether state or supranational), any authority, instrumentality, court or other judicial or administrative body be it central or local having jurisdiction over either Party and/or performance of any other obligation(s) of the Parties under the Agreement
'Company'	Means RWE Renewables GmbH as well as directly and indirectly affiliated companies in and outside of Germany
'Counterparty'	The organisation that has entered into the Agreement with the Company
'Global'	Global Compact Initiative of the United Nations in the areas of human rights, labour

Compact'	standards, the environment and anti-corruption, as set out at www.unglobalcompact.com
'Modern Slavery'	In this Schedule when referring to 'Modern Slavery' this is referring to modern slavery in all its forms including without limitation the recruitment, movement, harbouring or receiving of children, women or men through the use of force, coercion, abuse of vulnerability, deception or other means for the purpose of exploitation. This includes holding a person in a position of slavery, servitude forced or compulsory labour, or facilitating their travel with the intention of exploiting them soon after. This also includes any modern slavery as defined by those Applicable Laws, codes or conventions which apply during the Agreement (if applicable)
'Personnel'	All personnel whom the Counterparty utilises in the performance of the Agreement including employees, servants, officers, directors and/or agents, and any party or person employed by or engaged on behalf of the Counterparty
'Sustainable Procurement Policy or 'this Schedule'	This Sustainable Procurement Policy
UN Guiding Principles	The United Nations Guiding Principles on Business and Human Rights which can be found at https://www.ohchr.org/documents/publications/guidingprinciplesbusinessshr_en.pdf

When reference is made in this Schedule to specific legislation, this means such legislation as may be extended, amended, consolidated, repealed or re-enacted together with any subordinate legislations, issued from time to time by any Competent Authority.

12. Change log

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