



SUPPLIER CODE OF CONDUCT

Purpose

Winnipeg Airports Authority (“WAA”) Supplier Code of Conduct (“Code”) affirms WAA’s commitment to a safe, respectful, and sustainable environment for our employees, customers and airport stakeholder organizations and outlines its expectations with respect to its Suppliers (as defined in the Definitions section). As part of contracting with Suppliers, WAA requires Suppliers to declare their compliance with the standards in this Code and ensure the standards are being upheld by the Supplier organization and all the Supplier’s Subcontractors. This Code is not intended to and cannot describe every possible situation but provides both (i) basic principles for day-to-day decisions and operations and (ii) certain specific rules prescribing certain acts by Suppliers.

Scope & Definition(s)

References to “Supplier” herein shall refer to a Contractor, Consultant, Material, Product or Equipment Provider, Service Provider, Design Consultant, and such other terms as used in the Contract to describe the entity providing goods and/or services to WAA.

References to “Subcontractor” herein shall refer to a contractor that is engaged by Supplier for the purposes of providing goods and/or services to WAA.

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Practice

1.0 Human Rights

Suppliers are expected to uphold the human rights of workers and treat them with dignity and respect in compliance with internationally accepted standards and laws governing working conditions. This includes (without limitation) the *International Bill of Human Rights*, the principles concerning fundamental rights set out in the *International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work*, and *Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act*.

2.0 Age of Employment & Forced Labour

Suppliers shall not use (and shall ensure that their Subcontractors shall not use) child labour or forced labour in any stage of performing Work or Services. The term "child" as used herein refers to any person under the age of 15, or under the age for completing compulsory education, whichever is greatest. The use of legitimate workplace learning programs which comply with all applicable laws and regulations is supported by WAA and is not considered to constitute "child labour". Workers under the age of 18 ("**Young Workers**") shall not perform work or services that are likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall provide appropriate support and training to all Young Workers. In the absence of applicable local laws, the wage rate for Young Workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

3.0 Anti-Discrimination, Harassment and Violence

WAA is committed to providing a work environment in which all employees, Suppliers, customers, and airport stakeholders are treated with dignity and respect. Any form of discrimination, harassment (including, without limitation, sexual harassment), violence or any other disrespectful or inappropriate behaviour is not tolerated at WAA. Accordingly, Suppliers shall adhere to WAA's *Workplace Harassment and Violence Prevention Policy* (as published and amended from time to time).

4.0 Freedom of Association and Collective Bargaining

In conformance with local laws, Suppliers shall respect: (i) the right of all workers to form and join trade unions of their own choosing, (ii) the right of all workers to bargain collectively and to engage in peaceful assembly, and (iii) the right of all workers to refrain from such activities.

5.0 Wages and Benefits

Suppliers shall comply with all applicable laws relating to the employment of persons, including minimum wages, payment of wages, severance (including notice thereof), overtime hours, statutory holidays, and legally mandated benefits.



6.0 Hours of Work

Suppliers shall ensure that regular working and overtime hours do not exceed the maximum stipulated under applicable local, provincial, or federal laws except in emergency circumstances.

7.0 Accessibility

Suppliers are encouraged to evaluate accessibility specifications and document whether accessibility has been considered. Accessibility specifications should focus on the end user and how they will interact with the goods and services. If accessibility is not available or applicable, the Supplier is expected to document why it is not possible. For guidance, Suppliers are encouraged to follow Federal accessibility guidelines.

8.0 Information Privacy and Cyber Security

Suppliers shall protect confidential and proprietary information, including confidential and proprietary information of others and personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers shall comply with applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

9.0 Environmental Responsibility

WAA recognizes that managing and reducing our impact on the environment is a critical and fundamental pursuit of the organization. It requires us to formally embed and advance environmental best practices across the organization and commit to a net zero carbon future. We strive to develop a culture of environmental stewardship and commit to being a community leader in environmental management.

Suppliers shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations as referenced in WAA's *Environmental Policy* and *Procurement Policy* (as published and amended from time to time). Suppliers must comply with all federal, provincial, and municipal environmental laws and regulations.

Where options that can further reduce environmental impact exist, Suppliers shall take initiative to make WAA aware of such options and their benefits prior to any purchasing decisions.

10.0 Anti-Corruption and Anti-Bribery

Suppliers shall comply (and shall ensure that their Subcontractors shall comply) with all applicable anti-bribery and anti-corruption laws of Canada and the jurisdictions within which they operate. Without limiting the generality of the foregoing, bribery and corruption may involve obtaining or attempting to obtain a personal or business benefit through bribes, extortion, kickbacks, or anything which can be construed as such. Corrupt arrangements or bribes to or from potential employees, investors, customers, vendors, Suppliers, tenants, airlines, contractors, others, and government officials, including (without limitation) foreign government



officials, are strictly prohibited. Examples of government officials may include individuals who work for the government or a government-controlled entity and/or employee of federal, municipal, or local governments. Suppliers shall comply with the *Criminal Code of Canada* and *Canada's Corruption of Foreign Public Officials Act* and shall comply with all national and international rules and regulations concerning money laundering and anti-corruption.

For clarity, Bribes and corruption in any form are strictly prohibited. Suppliers and their Subcontractors shall not engage in bribes and corruption in any form, and violations of this prohibition may result in immediate termination as a WAA Supplier including termination of the Contract.

11.0 Gifts, Hospitality and Other Benefits

While the custom of giving and receiving gifts, meals or entertainment is common in building business relationships, Suppliers must exercise good judgment in deciding whether the giving and/or receiving of gifts, meals and/or entertainment to WAA staff may compromise (or appear to compromise) the ability of WAA staff to make objective, unbiased and fair business decisions that are in the best interests of WAA. Suppliers shall under no circumstances offer gifts, meals, or entertainment with the intent or potential or actual effect of circumventing (or otherwise not complying with) the anti-bribery and anti-corruption provisions of this Code.

In addition to the foregoing, Suppliers shall not (and shall ensure that their Subcontractors shall not) directly or indirectly offer gifts (whether or not of a monetary nature, such as gift certificates, cash, discounts, loans or services), hospitality or entertainment to WAA personnel in any way in connection with contract negotiations or any procurement process for the Supplier's contract or any subsequent amendments to the Supplier's contract (whether or not such WAA personnel are or have been directly involved in such negotiations).

12.0 Responsible Sourcing of Materials

Suppliers are expected to evaluate and disclose to WAA the origin or source of their materials throughout their supply chains to reasonably assure that the materials have not been obtained in any illegal or unethical manner or otherwise in violation of this Code. Suppliers should also strive to act diligently to conduct their sourcing activities in compliance with domestic and international import/export controls, trade agreements, and respecting the rules of economic and trade sanctions.

13.0 Conflicts of Interest

Suppliers shall avoid (and shall ensure that their Subcontractors avoid) conflicts of interest with respect to any procurement process conducted by WAA and the execution of any contract resulting from any WAA procurement process. If a conflict of interest does arise during the procurement process of thereafter for the duration of the Contract, they must report it immediately to WAA. In general terms, a conflict of interest arises when the private interests of a Supplier or its Subcontractors conflict with the proper discharge by the Supplier or its



Subcontractors of their duties, obligations, and responsibilities under a contract to WAA. Further provisions regarding conflicts of interest are set out in WAA's procurement process instructions to bidders and in WAA's contract documents.

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