

Supplier Code of Conduct

For the purposes of this code:

- a. "Contract" means the agreement to which this code has been attached, appended or incorporated by reference;
 - b. "Procurement Activities" means any procurement activities where BC Housing or PRHC may be involved, whether as the party seeking goods, works, services or construction, the owner, the lender, or otherwise, and regardless of whether BC Housing or PRHC is party to the Contract; and
 - c. "Supplier" means a party providing goods, works, services or construction pursuant to the Contract, whether defined in the Contract as a "Contractor" or otherwise.
1. At all times in the course of its performance of the Contract, the Supplier will conduct itself with fairness, integrity and honesty.
 2. At all times during the term of the Contract, the Supplier will avoid any actual or apparent conflicts in which its interests outside of the Contract (including any engagements the Supplier may have with third parties) and its obligations under the Contract and this code conflict.
 3. The Supplier will promptly disclose to BC Housing in writing, to the best of its knowledge, any actual or apparent conflicts between its interests and those of BC Housing during the term of the Contract, including but not limited to:
 - a. the name of any current director, officer or employee of BC Housing who is an owner, director or officer of the Supplier, its subsidiaries or related entities;
 - b. any direct or indirect business relationship that the Supplier, its subsidiaries or related entities, or any of their owners, directors or officers, has with any director, officer or employee of BC Housing who may have actual or apparent involvement in any Procurement Activities or in the Contract;
 - c. any direct or indirect business relationship that an individual or entity that is directly involved in, related to or associated with the Supplier, its subsidiaries or related entities, has with any director, officer or employee of BC Housing, if not already included in Sections 4.a. and b. above; and
 - d. the name of any director, officer or employee of BC Housing:
 - i. who is connected by frequent or close association to the Supplier, its subsidiaries, related entities or individuals or entities that are directly involved in, related to or associated with the Supplier, its subsidiaries or related entities, or any of their owners, directors or officers; and

- ii. who may have actual or apparent involvement in any Procurement Activities or the performance or administration of the Contract.

For the purposes of this code, BC Housing's interests include non-economic considerations such as reputation.

4. In addition to the disclosure required above, the Supplier will take any steps reasonably required by BC Housing to address or mitigate any actual or apparent conflict of interest.
5. If a Supplier is given access to any property owned or funded by BC Housing or PRHC during the term of the Contract, the Supplier will use that property solely for purposes of providing the goods, works, services or construction required under the Contract.
6. The Supplier agrees that at no time shall any of its employees, contractors, subcontractors or those for whom at law it is responsible for, be under the influence of alcohol, illegal drugs or controlled substances while accessing any property owned or funded by BC Housing or PRHC or while performing or providing the goods, works, services or construction required under the Contract.
7. The Supplier agrees that it shall ensure all relevant employees, contractors, subcontractors or those for whom at law it is responsible for, are aware of and agree to abide by this code.
8. The Supplier will not attempt to secure preferential treatment with BC Housing by offering gifts, entertainment, or benefits to BC Housing directors, officers or employees. Reasonable gifts, entertainment, or benefits common to business relationships, as described in BC Housing's Standards of Conduct Policy, are acceptable.
9. Unless the Supplier has the express permission of BC Housing, the Supplier will not solicit or recruit any BC Housing employee during the term of the Contract. This obligation does not prevent the Supplier from hiring a BC Housing employee who responds to a public and broadly issued job advertisement without prompting or encouragement from the Supplier.
10. The Supplier must abide by all applicable employment standards, labour, non-discrimination and human rights legislation. Suppliers must not tolerate slavery, servitude, forced or compulsory labour, human trafficking or child labour within any portion of their supply chain.
11. The Supplier must treat its employees, contractors and subcontractors performing work under the Contract respectfully and in a manner free from discrimination and harassment. The Supplier will provide those employees, contractors and subcontractors with a safe and healthy workplace.
12. The Supplier and its employees, contractors and subcontractors must treat individuals they encounter in the course of performing work under the Contract respectfully and in a manner free from discrimination and harassment.

13. When the Supplier is participating in any public discussions or taking a position of leadership in other organizations, it must not represent itself as a spokesperson of BC Housing unless BC Housing has specifically retained or instructed the Supplier to act in that capacity.
14. The Supplier acknowledges that this code forms an integral part of the Contract. Failure by the Supplier to adhere to any provisions of this code may be considered a breach under the terms of the Contract and may result in termination of the Contract.

Suppliers who would like further information or advice on the application of this code are encouraged to speak to BC Housing's Contract Administrator.