



Les Ponts Jacques Cartier et Champlain Incorporée

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The Jacques Cartier and Champlain Bridges Incorporated

# **CODE OF CONDUCT AND ETHICS FOR SUPPLIERS**

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## 1. Context and Objectives

This Code of Conduct and Ethics for Suppliers (the “Code”) summarizes what The Jacques Cartier and Champlain Bridges Incorporated (“the Corporation”) expects from all its Suppliers in terms of the rules of conduct and ethics to be observed in their business dealings with the Corporation.

This Code is based on, among other things, the Public Services and Procurement Canada (“PSPC”) *Code of Conduct for Procurement* and refers to the *Government of Canada’s Integrity Regime Ineligibility and Suspension Policy* administered by the PSPC, which are incorporated with certain adaptations into the Corporation’s Contracts. As a federal Crown corporation, the Corporation is subject to the *Financial Administration Act*.

The Corporation adheres to the principles of integrity, ethics and sustainable development. The Corporation expects that Suppliers will adopt these principles in their behaviour and that they will impose them on their own suppliers.

This Code does not cover all situations to which Suppliers may be exposed in their business relationship with the Corporation. Nevertheless, Suppliers shall, at all times, respect the spirit of this Code.

This Code forms an integral part of the Corporation’s Contracts. In addition to this Code, Suppliers shall comply with all applicable laws and regulations in force and with the contractual clauses specific to their Contract dealing with the rules of conduct and ethics. In the event of a conflict or discrepancy between this Code and these contractual terms, the more stringent requirements shall prevail.

## 2. Definitions

**Code:** means this Code of Conduct and Ethics for Suppliers.

**Corporation:** means The Jacques Cartier and Champlain Bridges Incorporated acting as agent of Her Majesty in right of Canada and exercising the powers thereof.

**Supplier:** means any contractor, consultant or other supplier of goods or services wishing to do business with the Corporation or having a Contract therewith.

**Contract:** means any contract awarded by the Corporation, regardless of the procurement method.

**Conflict of Interest:** means any situation in which the personal interests of the Supplier may conflict or appear to conflict with those of the Corporation.

### **3. Integrity and Ethics**

#### **3.1 Suppliers' Responsibilities**

Suppliers shall act with integrity and ethics in their business dealings with the Corporation.

They shall respond to the Corporation's requests for proposals, calls for tenders and requests for service offers honestly, fairly and fully, accurately report on their ability to meet the requirements and obligations prescribed therein and submit a proposal, a tender or a service offer only if they are able to meet all such requirements and obligations.

They shall act with integrity, honesty and professionalism in compliance with the laws and regulations applicable thereto, in accordance with the Contracts binding them to the Corporation and in accordance with the ethical principles related to the respect of human rights and the environment.

#### **3.2 Conflict of Interest**

Suppliers undertake to avoid any situation that would put their interests in conflict with those of the Corporation. Suppliers also undertake to ensure that their employees, agents or representatives do the same.

Suppliers shall also declare to the Corporation any situation of actual or potential Conflict of Interest.

#### **3.3 Respect for the Responsibilities of the Corporation's Employees**

Suppliers shall avoid any action that would jeopardize the ability of former or current employees of the Corporation to meet their obligations under the *Values and Ethics Code for the Public Sector* and the Corporation's internal policy entitled "*Policy on Conflict of Interest and Post-Employment*".

In this regard, Suppliers shall not, among other things, offer the Corporation's employees gifts, hospitality or other benefits that may have a real or apparent influence on their objectivity in the performance of their duties or that may place them in a position of obligation to the Suppliers or compromise their integrity or that of the Corporation.

In addition, Suppliers shall avoid any action that might prevent a former employee of the Corporation from complying with the legal or contractual obligations that survive the termination of his or her employment.

### **3.4 Integrity Provisions**

Specific provisions relating to, notably, the integrity and ineligibility of Suppliers to be awarded a Contract, based on the Government of Canada's Integrity Regime Ineligibility and Suspension Policy, are incorporated by reference into the Corporation's Contracts and indicate when and under what circumstances a Supplier may be declared ineligible to do business with the Corporation or have a Contract withdrawn.

All forms of bribery, extortion, rigging of tenders or proposals, influence peddling, obtaining privileged information, embezzlement and falsification are prohibited.

### **3.5 Confidentiality and Intellectual Property**

Suppliers shall protect the confidentiality of any information or documents provided by or for the Corporation as well as the intellectual property of the Corporation, Her Majesty in right of Canada or third parties to which they may have access in the course of their Contracts.

These obligations apply throughout the duration of the Contract and continue after the end thereof.

### **3.6 Publicity**

Suppliers shall submit to the Corporation, for approval, any proposed advertising or publication in connection with a Contract, whether such advertising or publication is planned to be carried out via traditional media, social networks or the Suppliers' websites.

## **4. Respect for People and the Environment**

### **4.1 Occupational Health and Safety**

The Corporation expects Suppliers to provide a safe and healthy work environment for their employees.

Suppliers shall take the necessary steps to prevent work-related injuries or accidents. They shall carry out their activities in a professional and diligent manner and in compliance with the obligations, responsibilities and duties under the occupational health and safety laws, regulations and standards applicable to their activities or required on the Corporation's premises under their Contract.

Suppliers undertake to ensure that their own suppliers carry out their activities in accordance with these same principles.

## **4.2 Labour Relations, Harassment and Discrimination**

Suppliers shall treat their employees with respect and dignity. They shall avoid any discrimination based on race, national or ethnic origin, colour, religion, age, gender, sexual orientation, marital status, family status, disability or any other generally recognized ground of discrimination.

They shall also provide a working environment free from any form of harassment, intimidation or violence.

## **4.3 International Conventions**

Suppliers shall ensure respect for human rights as set forth in the Universal Declaration of Human Rights and the International Labour Organisation (“ILO”) conventions on workers’ rights.

## **4.4 Environment and Sustainable Development**

Suppliers shall ensure that their activities are carried out in compliance with the environmental laws, regulations, policies or guidelines applicable to their activities and their Contract. They shall act in an environmentally responsible manner so as to reduce the environmental impacts that may be associated with their activities.

The Corporation expects that the protection of the environment and the promotion and adoption of sustainable development practices will be a priority for Suppliers in the conduct of their business and the execution of their Contract. The Corporation encourages, among other things, the concept of sustainable design in projects, the support for social economy enterprises and the integration of responsible procurement principles.

## **5. Evaluation and Verification**

The Contracts provide that during the performance of work or services, the Corporation will evaluate the performance of Suppliers. The Corporation reserves the right to evaluate the practices of Suppliers and to verify their compliance with this Code. Such evaluation may be carried out through Supplier self-assessments and audits conducted by the Corporation or by external resources designated thereby.

## **6. Sanctions**

Any breach of this Code is subject to sanction by the Corporation, which may range from a simple warning to the application of the Supplier’s Contract default clauses.

## **7. Reporting**

Suppliers may report any concerns or potential or actual contraventions of this Code through either of the following two independent and confidential methods of communication:

Online reporting service at the “Clearview connects” secure website;

Toll-free telephone number: 1-833-233-6868.