

METSÄHALLITUS SUPPLIER CODE OF CONDUCT

- Background** Compliance with legislation is the starting point of all Metsähallitus activities and sets the baseline level for everything we do. In addition to legislation, Metsähallitus observes the good administrative practices and generally recognised operating principles defined in its Code of Conduct.¹ Similar commitment to ethical and responsible action is also required of all our suppliers.
- Binding nature** This Supplier Code of Conduct is based on Metsähallitus Code of Conduct and contains the baseline requirements set by Metsähallitus for our suppliers of services and products. In addition to the legislation and regulations applicable to their business, suppliers shall comply with the Code of Conduct in their contractual relationship with Metsähallitus. This Code of Conduct is an integral part of the contract between Metsähallitus and the supplier who is a party to the contract (later referred to as **‘the Supplier’**).
- Subcontracting** When the Supplier uses subcontractors to fulfil their contractual obligations, they shall ensure that the subcontractors undertake to comply with this Code of Conduct. The Supplier is responsible for a subcontractor’s performance and any failure to comply with the Code of Conduct towards Metsähallitus as for their own.
- Supplier’s responsibilities**
- 1. Legislation and undertakings** The Supplier shall comply with all statutes, regulations and contractual terms applicable to their operation and provide adequate information and training related to them to their managers and employees, subcontractors and partners.
 - 2. The environment** The Supplier shall promote climate change adaptation and mitigation and regularly assess the climate and environmental impacts of their activities. The Supplier shall actively observe and mitigate any climate and environmental risks associated with their operation and report any environmental risks they have observed to Metsähallitus.
 - 3. Protection of property and information**

The Supplier shall ensure that any tools and other property they use in the contractual relationship as well as any property and data sets of Metsähallitus handed over to their possession are used and stored carefully. The Supplier shall respect the IPRs of Metsähallitus and third parties

¹ <http://www.metsa.fi/metsahallituksen-toimintatapaohje>

and undertake to protect any confidential information of Metsähallitus from unauthorised access and disclosure. The Supplier shall ensure that their activities and the end results of their work meet the criteria for consumer safety.

4. Human rights

The Supplier shall respect fundamental and human rights and ensure that they have no part in any human rights violations. The Supplier shall not tolerate discrimination based on age, gender, origin, language, belief, religion, opinion, disability, health, sexual orientation or any other personal reason in their work organisation or supply chain.

5. Employees

The Supplier shall respect labour rights and address occupational health and safety in their business, actively observe and prevent any incidents and risks associated with them, and manage these risks. The Supplier shall ensure that their employees have the training required for their tasks and that they are given sufficient workplace induction. The Supplier shall make to its employees the payments required under the legislation and collective agreements and otherwise comply with all obligations and regulations related to its employees.

6. Responsible procurement The Supplier undertakes for their part to prevent prohibited restrictions on competition and to support responsible procurement in their supply chain. The Supplier undertakes to acquaint themselves with and select their business partners carefully and to identify and prevent risks related to unlawful business or violations of this Supplier Code of Conduct in their supply chain.

7. Bribery and corruption The Supplier undertakes to ensure that its management or employees do not directly or indirectly pay, give, offer, or endorse a bribe given to a representative of Metsähallitus or a third party. In addition, the Supplier undertakes to ensure that its management or employees do not directly or indirectly receive, request, or accept bribes from any party. The Supplier shall continuously improve their anti-corruption and bribery procedures.

8. Notifications

The Supplier shall notify Metsähallitus in writing without delay of any incidents (or a subcontractor's incident) related to compliance with the obligations set out in this Code of Conduct as well as of the actions they have taken to rectify the situation. The notification must be submitted to the contact person for the contract in Metsähallitus. A failure to submit this notification will be considered a breach of contract.

The Supplier may report any incidents related to third parties' failure to comply with Metsähallitus Code of Conduct or other risks relevant to Metsähallitus operations. The report can be made confidentially using Metsähallitus' whistle-blower channel ².

² <https://report.whistleb.com/fi/metsahallitus>

9. External audits In order to ensure compliance with this Code of Conduct, the Supplier shall allow a third party designated by Metsähallitus, who is bound by a duty of confidentiality and whom the Supplier can reasonably be expected to approve, to audit any matters essential in terms of this Code of Conduct, such as the Supplier's premises, tools, accounts and relevant documents as well as records, in the presence of a Supplier's representative.

If the documents to be audited contain business or professional secrets that have been marked or otherwise identified as such by the Supplier, the party carrying out the audit shall, if necessary, refrain from referring to the business or professional secret in question in the audit report or other documents and only report on matters relevant to compliance with the Code of Conduct.

10. Instructions If a failure by the Supplier to comply with this Code of Conduct becomes known to or is observed by Metsähallitus, Metsähallitus will issue the Supplier with instructions for taking corrective actions. The Supplier shall carry out the corrective actions following Metsähallitus' instructions without delay, or within the time limit specified in the instructions.

11. Penalties If the Supplier fails to carry out the corrective actions without delay and in a manner approved by Metsähallitus, or if the violation against this Supplier Code of Conduct is so substantial that it cannot reasonably be rectified by means of corrective actions, Metsähallitus may, in addition to resorting to the remedies stated in the applicable procurement contract, terminate the procurement contract with the Supplier with immediate effect.