

# Supplier Code of Conduct

EC3[DCS]AM-001-PR1

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## 1. Introduction

- a. AECOM is committed to safeguarding a workplace culture defined by integrity which is paramount to AECOM's continued success. AECOM has a responsibility to make certain we and those we work with always provide services ethically and in compliance with the law.
- b. AECOM Ethics & Compliance program promotes this culture, provides training and tools to our employees to understand their responsibilities, which are consistent with AECOM Core Values.
- c. When contracting with AECOM, suppliers are required to confirm they have read and understood and will fully comply with this Supplier Code of Conduct ("Code").
- d. This Code extends the same AECOM principles to suppliers regarding commitment to operational excellence, applying safe working practices, ethical and responsible conduct, fair and respectful treatment of all individuals and suppliers throughout its supply chain.
- e. Suppliers are expected to support and adhere to all aspects of this Code and communicate these values to its project personnel and to its lower-tier suppliers.

## 2. Purpose and Scope

To provide, and require, all AECOM suppliers with information and expectations to comply with, including but not limited to the following:

- Internationally recognized standards on Human Rights and Labor Rights
- Health, Safety, Quality and Environmental matters
- Equity, Diversity & Inclusion
- Sustainable Procurement
- Anti-Corruption and Bribery
- Data Protection & Management Systems

## 3. Principles

- a. Suppliers will comply with all applicable laws and regulations of each country in which they operate and in which they provide goods or services to AECOM. Where applicable or other standards are higher than those in this Code, those standards will take precedence.
- b. Suppliers are expected to be able to demonstrate the use of and promote a commitment to responsible business practice in their own policies, procedures, training and all related activities underpinned by a culture of continuous improvement.

## 4. Monitoring against AECOM Standard

- a. Complying with this Code is one of the criteria used when AECOM is selecting and evaluating its suppliers. AECOM expects suppliers to fully comply with all applicable laws and regulations and employ ethical business practices at all times.
- b. Upon request and by giving reasonable notice, AECOM will expect supplier to provide evidence that compliance with the obligations set out in this Code are being adhered to and AECOM reserves the right to audit such evidence.

- c. AECOM maintains a 24-hour, seven-days per-week hotline open to all employees, contractors and third parties with extensive language capabilities. All calls or emails are thoroughly investigated and brought to closure and can be made anonymously. AECOM does not tolerate acts of retaliation against anyone who makes a good faith report of a possible violation, or who participates in an investigation of possible wrongdoing.
- d. Suppliers and Third Parties are encouraged to report any possible violation of this code within their own company by calling the AECOM Ethics Hotline number +1-770-776-5645 (dialing may require operator assistance to connect to the US), visiting [aecom.ethicspoint.com](http://aecom.ethicspoint.com), or by emailing our Ethics & Compliance Department at [ethicsandcompliance@aecom.com](mailto:ethicsandcompliance@aecom.com).

For the web site link, the vendor has provided the guidance below:

- Vanity URL (to use for [aecom.ethicspoint.com](http://aecom.ethicspoint.com) printed materials or emails - do not include "www."):
- Direct URL (to use for <https://secure.ethicspoint.com/domain/media/en/gui/73216/index.html> links within electronic formats, i.e. websites - do not include "www."):

## 5. Code of Conduct

### 5.1 Human Rights

Suppliers must support, respect and comply fully with all applicable laws and local human rights standards as well as ensuring they are not complicit in human rights abuses.

#### 5.1.1 Non-Discrimination and Non-Harassment

- a. All supplier employees must have equal opportunities and should not tolerate discrimination or harassment based on race, sex, pregnancy, age, ancestry, military or veteran status, color, religion, creed, disability, marital status, medical condition, genetic information, national origin, gender, gender identity, gender expression, sexual orientation, citizenship status or any characteristic protected by applicable state, federal or local laws.
- b. All employees should be treated with respect and not be discriminated against in any way or intimidated either verbally, physically or mentally. To be clear, "harassment" is any action that creates or seeks to create a hostile, intimidating or offensive work environment. Harassing behavior can be sexual or non-sexual in nature. In either case, it has no place at AECOM nor with our subcontracted agencies. Harassing conduct can include, but is not limited to:
  - Verbal remarks (comments, suggestions, jokes or requests for sexual favors).
  - Pictures (drawings, photographs or videos).
  - Physical behavior (suggestive looks, leering or unwelcomed touching).

#### 5.1.2 Working Hours and Remuneration

- a. Suppliers shall fully comply with all applicable laws, regulations and industry standards on working hours and pay. Supplier employees shall be paid according to applicable wage laws, including minimum wages, overtime hours and associated benefits.
- b. Suppliers will provide employees with reasonable working conditions and reasonable working hours, including breaks, time off and sickness allowance in accordance with local laws.

### **5.1.3 Forced Labor**

AECOM will not tolerate any form of forced labor, and suppliers must not engage in or support any forms of compulsory or bonded labor. Suppliers must not require any form of deposit from its workforce and must ensure all forms of identification e.g. passport, driving license etc. remain in the possession of its employees.

### **5.1.4 Child Labor**

Suppliers shall not use child labor or be complicit in its use of lower-tier suppliers. Suppliers must ensure that all employees meet the minimum legal age for employment for all their operations irrespective of location. Suppliers are expected to inform the relevant authorities and AECOM immediately upon finding any evidence of child labor either in their own operations or that of their lower-tier suppliers.

### **5.1.5 Right to Work Documentation**

Suppliers must check employees and prospective employees have the right to work in any country that the supplier provides goods and services. Suppliers should keep copies of all associated documentation provided by the employee and ensure it is genuine, unchanged from the original and that the employee has permission to undertake the work being offered.

## **5.2 Anti-Corruption**

- a. Suppliers shall comply with all applicable laws and regulations and industry standards related to anti-corruption.
- b. AECOM operates under the jurisdiction of the UK Bribery Act 2010 and the U.S Foreign Corrupt Practices Act 1977 and expects suppliers to ensure they fully understand their commitments in line with these Acts. Suppliers acting on behalf of AECOM are subject to these laws in the performance of their work and will be liable for their non-compliance.
- c. Suppliers shall not bribe or attempt to bribe any public official, private person or representative of AECOM or any party acting on behalf of AECOM.
- d. Suppliers must not use illegal payments, bribes, kickbacks, grease payments or other inducements to influence any business transaction. AECOM prohibits bribery or corruption of any form by suppliers or any of supplier employees or lower tier suppliers and AECOM expects suppliers to apply the same principles.

## **5.3 Health & Safety**

### **5.3.1 Health & Safety in the Workplace**

- a. The workplace, irrespective of the employees' role and place of work e.g. office-based, site etc. will be a safe and healthy place of work and in accordance with all applicable laws regulations or local standards. AECOM recognizes that certain roles will have inherent risk, but suppliers must never compromise the safety of its own workforce, AECOM employees or representatives, third parties or the wider general public.
- b. When driving on property owned or leased by AECOM, supplier employees must adhere to all local laws and must be licensed and safe to drive the relevant vehicle and supplier must provide its employees with legal, safe, fit-for-purpose vehicles maintained in accordance with the manufacturer's guidelines.
- c. Supplier must make available to its employees all appropriate health and safety training, information and ongoing support.

- d. Any health and safety related incidents associated with Supplier or AECOM's work must be promptly reported to AECOM.
- e. Any AECOM health and safety requirements or client safety requirements must be followed.

### **5.3.2 Hazards**

Suppliers shall have suitable systems in place for providing workers and its lower tier suppliers with safety information relating to dangerous goods, hazardous materials, and hazardous waste. This should include providing training and protecting employees from potential hazards including, but not limited to, raw materials, products, solvents, cleaning agents and waste products.

### **5.3.3 Emergencies**

Suppliers must have in place suitable emergency plans across their operations to minimize the potential impact of any emergency either as a result of its own operations or that of anyone working on their behalf.

## **5.4 Environment**

- a. Suppliers will comply with all applicable environmental laws and regulations and have in place the correct licenses, permits, registrations and restrictions for their operations.
- b. AECOM's commitment to environmental sustainability is embedded within our Management Systems and employees are proactively encouraged to promote environmental sustainability throughout our operations, those we work with and the wider community.
- c. AECOM continuously seeks to reduce emission, waste and the use of natural resources through targeted environmental initiatives within its own operation, as part of the all design activities and in support of client requirements and the local community.
- d. Suppliers are expected to operate, at a minimum, with a similar attitude to all matters relating to environmental management.

## **5.5 Ethical Procurement**

- a. AECOM expects the activities of its suppliers to be based on sound business values, demonstrating an open, ethical and fair approach with its suppliers.
- b. Suppliers are expected to conduct their business in a fair, consistent, open and honest manner allowing competition throughout its suppliers to the same or greater extent that AECOM provides to its suppliers.
- c. Suppliers may only offer, provide or accept gifts, meals or entertainment in accordance with applicable law.
- d. Suppliers must not offer, provide or accept gifts, meals or entertainment if it might reasonably be interpreted as a reward for preferential treatment, actual or perceived, or as creating an obligation on the other party.
- e. Suppliers may never provide gifts, meals or entertainment to public officials or employees associated with an active procurement.
- f. Suppliers are expected to maintain complete, accurate and honest records, including but not limited to any time reports, travel expense reports and other financial documents that may be required. Suppliers are expected to be familiar and comply with any internal controls for recording and report such data.

## 5.6 International Business

- a. Suppliers must ensure they are aware of and comply with the laws pertaining to international business.
- b. Suppliers must fully comply with the export control laws and regulations of the United States. Suppliers must ensure they are aware of and comply with the laws.
- c. Suppliers must adhere to the regulations and economic sanctions, including but not limited to restrictions on financial transactions, travel, imports and exports. This includes regulations and economic sanctions administered by the Office of Foreign Assets Control (OFAC) and imposed by other countries and multi-lateral institutions such as the European Union or the World Bank.
- d. Suppliers must not cooperate with unsanctioned boycotts. This applies to boycotted companies as well as boycotted countries and their nationals. Supplier must report any boycott requests to the U.S. Government.

## 5.7 Sustainability

Suppliers must take all reasonable measures to ensure that their activities are undertaken in a manner consistent with AECOM's core values. AECOM's commitment to sustainability and procurement is underpinned by excellent governance procedures, social wellbeing initiatives and environmental compliance. This extends to our worldwide supplier base and we expect all our suppliers to conduct their worldwide operations in a sustainable manner.

## 5.8 Data Privacy and Information Protection

- a. Suppliers shall maintain adequate protection of personal data and information for their operations, and for any third parties acting on their behalf and AECOM. Details of AECOM's Global Privacy Notice are available here: <https://aecom.com/privacy-policy/>.
- b. Suppliers shall agree to comply with the AECOM Data Protection Agreement and shall not disclose personal data and information to third parties, including but not limited to its lower-tier suppliers, unless such disclosure is necessary to perform the services and the lower-tier supplier has received the prior written approval of AECOM and enters into a written, valid and enforceable agreement with such lower-tier supplier that includes terms that are no less restrictive than the obligations applicable to the supplier under its agreement with AECOM.
- c. AECOM will, and expect suppliers to, adhere to applicable state and federal privacy and data protection laws and regulations to protect personal data and for breach reporting.

### 5.8.1 Protection of Personal Information

- a. Suppliers will be consistent throughout their operations and be compliant with applicable data protection/privacy laws for all information, including Personal Information.
- b. Supplier must put in place proper organizational structure, processes and procedures to ensure the protection, confidentiality, integrity and availability of information against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure or use. This may include high level policies, procedures, guidance and training to cover security and the reasonable steps to stay current.
- c. In all cases suppliers must notify AECOM immediately regarding any actual or suspected data breach. This will also include measures being taken by the suppliers, mitigations and outcomes to minimize the effect of the breach and likelihood of a reoccurrence.

## 5.9 Confidential & Proprietary Information

- a. In the course doing business with AECOM, Supplier may gain access to AECOM's Confidential and Proprietary Information. Confidential and Proprietary Information includes, but is not limited to business plans, intellectual property, proposals, trade secrets, technical innovations, designs, inventions, patents, financial information, clients lists, and other proprietary information.
- b. Supplier shall cooperate with AECOM in protecting its Confidential and Proprietary Information, including from loss, damage, misuse and theft. Supplier shall not use AECOM Confidential and Proprietary Information in any way other than in connection with its duties under any contract with AECOM and such Confidential and Proprietary Information shall remain the sole property of AECOM.
- c. Supplier may be required to sign AECOM's Non-Disclosure Agreement regarding Confidential and Proprietary Information. Supplier may not disclose any AECOM Confidential and Proprietary Information without AECOM's prior written consent.

## 5.10 Management Systems

At a minimum, AECOM requires suppliers to be able to demonstrate management commitment to all matters relating to Health, Safety, Quality and the Environment, including but not limited to policies and procedures, and have robust systems in place to ensure compliance with these policies and procedures

### 5.10.1 Registrations and Certifications

Where required, AECOM expects its suppliers to maintain any registrations, certifications, insurances or other formal documentation that formed a material requirement of their appointment. If these requirements lapse or are amended, AECOM expects its suppliers to inform the relevant AECOM contact for each appointment as soon as practicably possible.

### 5.10.2 Third Party Responsibility

Suppliers must not engage with other third parties on behalf of AECOM or represent AECOM to other third parties without the express written permission of AECOM.

## 6. Terms and Definitions

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|----|-----------------|---|
| a. | AECOM           | Any AECOM legal trading entity or reference to AECOM businesses.  |
| b. | Applicable Laws | International, National or Local Laws.  |
| c. | Code            | This Code of Conduct.   |
| d. | Suppliers       | Individual or organization that provides items or services in accordance with a procurement agreement and in support of an AECOM project. This all- inclusive term may cover the following: vendor, seller, contractor, subcontractor, sub-consultant, dealer, fabricator, consultant, manufacturer, distributor, and their sub-tier consultants. |

## 7. References

It is essential suppliers fully understand their commitments to AECOM when agreeing to this Code prior to providing AECOM with any goods or services. For further guidance on any AECOM policies and procedures referenced herein this Code, please contact the respective AECOM employee you are working with.

- a. [Quality Policy – AECOM Global Q1-001-PL1](#)

- b. [Code of Conduct – AECOM Global EC1-001-PL1](#)
- c. [Procurement Policy – AECOM Global P1-001-PL1](#)
- d. [Sustainable Procurement Policy P1-002-PL1](#)
- e. [Safety Health & Environmental Policy S1-001-PL1](#)
- f. [Global Privacy Notice – AECOM Global L1-007-PL5](#) (Internal)
- g. [Global Privacy Notice](#) (external AECOM.com)

## 8. Records

- a. None

## 9. Appendices

- a. None

## 10. Change Log

Rev #	Change Date	Description of Change	Location of Change
0	30-Sep-2020	Initial Release as EC3[DCS]AM-001-PR1	
1	14-Jan-2021	Section 5.1.2 to ensure reasonable conditions and hours as part of local laws Vs in addition to.	Section 5.1.2
2	25-Mar-2021	Updated the contact information for Ethics and Compliance.	Section 4.d