



Code of Conduct for Suppliers and Service Providers – Supply Chain Act

Code of Conduct for Suppliers



Revision history

Date	Author	Summary



Preface

DESY is committed to promoting fundamental research in the natural sciences. It achieves this in particular by developing, building and operating accelerators and using them for scientific purposes, conducting research with photons and in the fields of particle and astroparticle physics. The research facilities we develop and operate for this purpose are open to scientists from all over the world [ref. [DESY's mission and guiding principles](#)].

We are aware that our activities are directly related to our responsibility for human beings and the environment. This is why we have set standards that help us to ensure that our actions are always socially, ecologically and ethically aligned. [DESY's Declaration of Principles on Human Rights and Environmental Risks](#) and our [DESY Code of Conduct LkSG](#) both provide suitable guidance. We demand compliance with these standards from our employees in our own area of business, but also from our suppliers and service providers. The Code of Conduct for Suppliers and Service Providers establishes the framework within which we expect them to fulfil their responsibilities towards human beings and the environment.

With the DESY Code of Conduct, we commit ourselves to responsible and lawful conduct. We expect the same from our suppliers and service providers.

SPECIAL RESPONSIBILITY WITHIN THE FRAMEWORK OF THE SUPPLY CHAIN DUE DILIGENCE ACT

We expect compliance with these standards of conduct to be supported by appropriate procedures and measures in line with legal regulations. These standards must be subject to a process of continuous improvement. Furthermore, our suppliers and service providers are called upon to pass on this commitment to their own suppliers.

PEOPLE AND WORK

Prohibition of child labour

In accordance with the ILO Core Labour Standards, suppliers shall not use child labour. In particular, suppliers shall not employ children below the minimum permissible age. This minimum permissible age is the age at which compulsory education ends under the applicable national law.

Prohibition of forced labour and slavery

Suppliers shall not use forced labour in the form of bonded labour, human trafficking, slavery, slave-like practices, servitude or other forms of domination or oppression around the work site. Work shall always be carried out voluntarily and shall not be demanded under threat of punishment.

Protection against discrimination

Suppliers shall not discriminate against any person on the basis of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless justified by the nature of the work.

Right to health and safety at work

Suppliers shall strictly comply with all health and safety laws that apply. In particular, suppliers shall comply with safety standards in

providing and maintaining the workplace, the work station and the equipment. They shall put in place appropriate protective measures.

Freedom of association and right to collective bargaining

Suppliers shall recognise the right of all their workers to freedom of association and to join trade unions.

Appropriate remuneration

Suppliers will pay their employees in accordance with local industry and labour market standards, local minimum wage legislation and the terms of applicable collective agreements, where these exist.

Working hours

Suppliers shall comply with all applicable local laws regarding working hours, including overtime, rest breaks and paid holidays.

Security forces

Suppliers will ensure that where private or public security forces are deployed to protect a business project, the deployment of such security forces will respect the prohibition of torture and cruel, inhuman or degrading treatment, and that life or limb as well as the freedom of association and union shall not be harmed.



Prohibition of harmful soil changes, water and air pollution, harmful noise emissions or excessive water consumption

Suppliers shall not cause harmful soil changes, water pollution, noise emissions or excessive water consumption that are likely to significantly impair the natural basis for the preservation and production of food, deny people access to safe drinking water, impede or destroy people's access to sanitary facilities or harm people's health.

Prohibition of unlawful evictions and land grabbing

Suppliers shall avoid unlawful forced evictions or unlawful expropriation of land, forests and water bodies when acquiring, developing or otherwise using land, forests and water bodies, on whose use people's livelihood depends.

Conflict minerals

Suppliers shall comply with all applicable laws and regulations regarding the sourcing of minerals and materials from conflict regions and vulnerable areas, in particular with regard to their responsibility for the conflict-free sourcing of "conflict minerals", so as not to directly or indirectly facilitate the trade in conflict minerals by armed groups and security forces through the use and sale of conflict minerals.

Other prohibitions

Suppliers are also prohibited from any further actions or failures to act in line with duty beyond the aforementioned prohibitions which, like the aforementioned prohibitions, are likely to violate one of the aforementioned protected legal positions in a particularly serious manner and whose unlawfulness is obvious when all the circumstances under consideration are taken into due consideration.

ENVIRONMENTAL STANDARDS OF CONDUCT

Suppliers shall make the best use of natural resources and minimise any environmental impact. To this end, they shall pay attention to the environmental compatibility and sustainability of their products and their company sites. In addition, suppliers shall pay particular attention to the following prohibitions:

Compliance with the Minamata Convention

The prohibition of the manufacture of mercury-added products in accordance with Article 4 para. 1 of the Minamata Convention; the prohibition of the use of mercury and mercury compounds in manufacturing processes pursuant to Article 5 para. 2 of the Minamata Convention; and the prohibition of the treatment of mercury waste contrary to the provisions of Article 11 para. 3 of the Minamata Convention.

Compliance with the POP's Convention

The prohibition of the production and use of chemicals in accordance with Article 3 para. 1 a) and Annex A of the POPs Convention (Stockholm Convention), to the extent that this applies under the applicable national law in accordance with the POPs Convention; and the prohibition of non-environmentally sound handling, collection, storage and disposal of wastes under the regulations in force in the applicable jurisdiction pursuant to Article 6 para. 1 d) i) and ii) of the POPs Convention.

Compliance with the Basel Convention

The prohibition of exporting waste within the meaning of Article 1 para. 1 and para. 2 of the Basel Convention and within the meaning of Regulation (EC) No. 1013/2006

- o to a Party that has prohibited the import of such hazardous and other wastes (Article 4 para. 1 b) of the Basel Convention),
- o to a state of import, as defined in Article 2 No. 11 of the Basel Convention, that has not consented in writing to the specific import, in the case where state of import has not prohibited the import of such wastes (Article 4 para. 1 c) of the Basel Convention),
- o to a non-Party to the Basel Convention (Article 4 para. 5 of the Basel Convention),
- o to a state of import if such hazardous wastes or other wastes are not managed in an environmentally sound manner in the state of import or elsewhere (Article 4 para. 8 sentence 1 of the Basel Convention);

as well as the prohibition of exporting hazardous wastes from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention; Article 36 Regulation (EC) No. 1013/2006), and the prohibition of importing hazardous waste and other waste from a non-

¹ persistent organic pollutants



Party to the Basel Convention (Article 4 para. 5 of the Basel Convention).

STANDARDS OF CONDUCT AS A MARKET PARTICIPANT

Product responsibility

Suppliers are responsible for ensuring the safe handling of their products and / or services. These should not hold any disadvantages or risks for human safety and health, or for the environment.

Fair competition

Suppliers shall comply with the provisions of competition and antitrust laws. In particular, suppliers shall not enter into unlawful agreements with competitors or act in concert with competitors. Similarly, suppliers shall not enter into anti-competitive agreements with customers. Suppliers will follow fair business practices and respect the intellectual property rights and trade secrets of third parties.

Lobbying

Suppliers shall use legally permitted means of exercising political influence (e.g. industry associations) in a transparent and permissible manner. Suppliers shall always remain neutral in dealings with political parties and interest groups.

Prohibition of corruption

Suppliers shall strictly comply with all applicable laws against bribery and corruption. Offering, accepting or even just discussing improper payments (bribes) to public officials and other persons in the free economy is prohibited. Gratuities in the form of gifts, invitations and hospitality may be permissible provided they are for legitimate business purposes and not intended to influence the recipient in an improper or immoral manner.

STANDARD OF CONDUCT WITHIN OWN BUSINESS UNIT

Data protection

Suppliers take the protection of personal data (e.g. names, addresses, birthdays) of their employees, business partners, customers and third parties very seriously. Suppliers will collect, store, process and use personal data solely in accordance with legal requirements. Suppliers will also always process other (non-personal) data in a responsible manner and in accordance with applicable laws. Suppliers are committed to full transparency in their handling of data.

Money laundering

Supplier will not allow themselves to be misused for illegal purposes. Suppliers will comply with all applicable laws against money laundering. In their dealings with customers and business partners, suppliers shall ensure that they do not allow funds of illicit origin to be concealed through their business activities.

Before entering into business relationships, suppliers shall verify the identity and bona fides of their business partners. When making payments to or receiving payments from business partners, suppliers shall be alert for any warning signs of money laundering. All business procedures will be properly documented.

Export controls, taxes and duties

Suppliers are subject to different foreign trade regulations. These regulate the import, export or transfer (e.g. by e-mail) of goods, services, technologies or capital and payment transactions across certain national borders. These may go as far as a complete ban on trade with certain countries (embargo). Suppliers must comply accordingly with the export, tax and customs regulations in all countries in which they operate.

DUTY OF DISCLOSURE

When requested to do so, suppliers shall inform us truthfully

- of any violations and risks they have identified, as well as the actions they have taken,
- of human rights or environmental risks identified with sub-suppliers and, upon request, shall name the regions from which their sub-suppliers are supplying their products,
- whether they source parts from regions where there is a risk of human rights and environmental standards being violated.



Should the standards of this Code of Conduct for Suppliers be violated by indirect suppliers, suppliers will work closely with us to remedy the violation.

LEGAL CONSEQUENCES OF NON-COMPLIANCE

By submitting a bid, bidders declare that they have taken note of the Code of Conduct for Suppliers and Service Providers and will comply with its terms when performing the contract. In this respect, the Code of Conduct shall become an integral part of the contract. Any breach of the Code of Conduct may lead to those consequences specified in the contract in the event of non-fulfilment.

The DESY Directorate

A handwritten signature in blue ink, appearing to read "H. Dosch", is written over a horizontal line.

Prof. Dr. Dr. h.c. Helmut Dosch
Chairman of the Board of Directors

A handwritten signature in blue ink, appearing to read "C. Haringa", is written over a horizontal line.

Christian Haringa
Deputy Chairman of the Board of Directors