

# CHAPTER C2.2

NS 8407 – Corporate Social Responsibility Requirements

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## 1. General

### 1.1 Objective

The purpose of the corporate social responsibility requirements are to prevent financial misconduct and labour market crime, and to ensure that the Contractor adheres to sound business practices that promote an ethical and responsible working environment.

### 1.2 Whistleblowing of Reportable Concerns

The Contractor shall ensure that Bane NOR's whistleblowing channel is made known to all personnel working on the construction site.

Information regarding the reporting of reportable concerns is available in multiple languages and can be accessed at: <https://www.banenor.no/en/blowing-the-whistle-on-unacceptable-circumstances/>

### 1.3 Continuance of Corporate Social Responsibility Requirements

The Contractor shall impose a continuation of corporate social responsibility onto its subcontractors, including requirements for a system that ensures compliance with the corporate social responsibility set out in the contract. Such obligations shall be flowed down to the extent necessary to ensure that the Contractor fulfils its contractual obligations towards the Contracting Authority.

## 2. Corporate Social Responsibility Compliance Framework

The Contractor shall implement and maintain a system designed to ensure compliance with the corporate social responsibility requirements set out in this Contract. Such a system may, for example, be based on the methodology for due diligence assessments as described in Section 4 of the Norwegian Transparency Act. This includes the Contractor's obligation to identify, prevent, mitigate, and account for how risks of breaches of the corporate social responsibility requirements are managed within its own operations and throughout the supply chain.

Upon request by the Contracting Authority, the Contractor shall provide documentation evidencing the existence and functioning of its compliance system. Such documentation shall demonstrate how risks of breaches or actual breaches of the corporate social responsibility requirements are addressed within its own operations and throughout the supply chain.

In the event of a breach of the corporate social responsibility requirements within the Contractor's own operations or within the supply chain, the Contractor shall notify the Contracting Authority without undue delay. In the case where the Contractor has caused or contributed to the breach, they shall be responsible for taking corrective action and providing compensation to any affected party.

## 3. Corporate Social Responsibility Requirements

### 3.1 The Contracting Authorities Inspections and Cooperation with External Parties

The Contracting Authority has the right to conduct necessary inspections to ensure compliance with the corporate social responsibility requirements. Inspections may include compliance audits, collection of documentation, and on-site inspections at the Contractor's and subcontractors' locations, where work is performed, as well as premises used for personnel accommodation. The Contractor shall, at their own expense, provide the necessary resources and submit requested documentation in connection with the inspections.

The Contracting Authority has the right to cooperate with other public-sector Contracting Authorities and partners regarding the Contractor's compliance with the corporate social responsibility requirements, and within the framework of the law, to share audit reports and other contractual follow-up information.

### 3.2 Prevent Financial Misconduct

The Contractor is obliged to work to prevent financial misconduct in its operations.

The Contractor shall promptly notify the Contracting Authority if potential conflicts of interests arise. The Contractor shall then, in consultation with the Contracting Authority, implement measures to ensure that conditions that may lead to potential conflicts of interest or disqualification do not occur.

### 3.3 Gifts and benefits

The Contractor shall not offer nor accept gifts, representation, expense coverage that may give, or be perceived to give, an undue advantage in connection with a person's position, role or assignment.

### 3.4 Safeguarding Fundamental Human Rights and Ensuring Fair Working Conditions:

The Contractor shall work to safeguard fundamental human rights and ensure fair working conditions. The term to safeguard fundamental human rights and ensure fair working conditions are to be understood as defined in the Norwegian Transparency Act.

The Contractor shall ensure that the work is carried out, and that all deliveries related to the contract are produced and delivered, under conditions that comply with the following minimum standards:

- The Universal Declaration of Human Rights, Art. 5, 23.3, and 24.
- The UN Convention on the Rights of the Child, Art. 32
- The ILO Core Convention on the prohibition of forced labor, and discrimination, as well as the right to organize and engage in collective bargaining: Conventions No. 29, 87, 98, 100, 105, 111, 138 and 182.
- The Working Environment Act in the country of production. This includes all countries in the supply chain where extraction and production of raw materials and/or components/semi-finished goods and/or finished products, including distribution and transport, take place. Particular emphasis is placed on: 1) wage and working hours regulations, 2) health, safety and the environment (HSE), 3) regular employment conditions, and 4) statutory insurance and social scheme.

Where international conventions and national legislation regulate the same matter, the stricter regulation shall take precedence.

The Contractor has the burden of proof that this provision is complied with during the execution of the contract. At the request of the Contracting Authority, the Contractor shall provide evidence of such compliance.

### 3.5 StartBANK Membership

The Contractor shall, no later than at the time of contract signing, be a member of StartBANK. The Contractor shall ensure that the information and documentation in StartBANK is kept up to date at all times. The StartBANK membership shall include a SKAV authorization (authorization to obtain tax and duty information).

Personnel from companies that are not members of StartBANK shall not be permitted to work on the construction site.

### 3.6 Wages and Working Conditions

The Contractor shall ensure that personnel directly involved in fulfilling the contract have wages and working conditions in accordance with this provision. The provision applies to work performed in Norway.

Wages and working conditions include, among other things, provisions regarding minimum working hours, wages, including overtime pay, shift- and rotation allowances, inconvenience allowances, and reimbursements of expenses for travel, board, and lodging.

In areas covered by regulations on generally applicable collective agreements, the Contractor shall, as a minimum, provide wages and working conditions in accordance with the applicable regulations. In areas that are not covered by such regulations, the Contractor shall, as a minimum, provide wages and working conditions in accordance with the applicable nationwide collective agreement for the relevant industry.

The Contractor bears the burden of proof that this provision is complied with during the execution of the contract. Upon request from the Contracting Authority, the Contractor shall provide documentation demonstrating such compliance. As a minimum, the required documentation may include copies of employment contracts, payslips, timesheets, work schedules with averaging working hours, the contractor's bank statements, as well as documentation of proper accommodation for personnel. The documentation shall be provided at the individual level.

The Contractor shall carry out the necessary inspections of subcontractors to ensure that the obligations under this provision are complied with. The Contractor shall document the results of these inspections and submit the documentation to the Contracting Authority. Upon request from the Contracting Authority, the contractor shall carry out specifically defined inspections of subcontractors.

### 3.7 Submission of Self-Reporting Questionnaire on Wages and Working Conditions

At the time of contract signing, the Contractor shall complete a questionnaire for self-reporting on wages and working conditions, cf. Appendix 1. The Contractor shall ensure that the same questionnaire is also completed by all subcontractors. In the event of any changes to the Contractor or subcontractors during the

contract period, a new questionnaire shall be submitted. The Contracting Authority may, if deemed necessary, request the submission of an updated self-reporting questionnaire at any time during the contract period.

Self-reporting of wages and working conditions must be approved by the Contracting Authority prior to the commencement of the work

### 3.8 Mandatory Occupational Pension Scheme

The Contractor shall have an agreement on a Mandatory Occupational Pension Scheme with an approved pension provider in accordance with the Mandatory Occupational Pensions Act.

Upon request by the Contracting Authority, the Contractor shall provide documentation verifying that a valid agreement for a Mandatory Occupational Pension Scheme with an approved provider has been established, and that all personnel directly engaged in the performance of the contract and covered by the scheme have been enrolled from their first day of employment.

The Contractor shall conduct all necessary inspections of subcontractors to ensure compliance with the obligations set out in this provision. The Contractor shall document the findings of these inspections and submit the documentation to the Contracting Authority. Upon request by the Contracting Authority, the Contractor shall carry out specifically defined inspections of subcontractors.

### 3.9 Bank Payments

The Contractor shall use electronic payment methods for all transactions carried out in connection with the performance of the contract. Wages and other remuneration for personnel directly involved in fulfilling the contract shall be paid into each individual's personal bank account.

Upon request by the Contracting Authority, the Contractor shall provide documentation demonstrating compliance with this provision.

The Contractor shall carry out the necessary inspections of subcontractors to ensure that the obligations under this provision are fulfilled. The Contractor shall document the results of these inspections and submit the documentation to the Contracting Authority. Upon request by the Contracting Authority, the Contractor shall conduct specifically defined inspections of subcontractors.

### 3.10 Authorization to collect tax and duty information

Upon entering into the contract, the Contractor shall submit a power of attorney authorizing the Contracting Authority to obtain information regarding the Contractor's tax and duty status as often as necessary, cf. Appendix 2. This authorization shall apply generally across all entities within Bane NOR and must remain valid until six months after the handover of the contract deliverables.

The Contractor shall ensure that subcontractors submit a corresponding power of attorney, which shall be forwarded to the Contracting Authority. Failure to provide such authorization, or the submission of an extended tax certificate showing non-negligible arrears, shall constitute valid grounds for the Contracting Authority to reject the Contractor's choice of subcontractor. The Contracting Authority may, by written notice, grant the Contractor a reasonable deadline to rectify the matter.

### 3.11 Valid HSE-Card

All personnel performing work on the construction site shall hold a valid HSE card in accordance with the Regulation on HSE Cards for Construction Sites and shall wear the card visibly at all times. This requirement also applies to individuals performing support functions such as cleaning, catering, etc. Persons delivering goods to the construction site must be issued an HSE card if the deliveries are made on a regular basis.

Personnel without a valid HSE card shall be removed from the construction site.

### 3.12 Access Control System

The Contractor shall establish an access control system that ensures the registration of all individuals granted access to the construction site. The Contractor shall provide the Contracting Authority with access to the information recorded in the Contractor's access control system.

The Contractor shall ensure that all individuals granted access to the construction site are registered in the Contracting Authority's access control system, HMSREG. The Contractor shall continuously transfer data from its own access control system to HMSREG.

As a minimum, the following information shall be transferred to HMSREG:

- Unique identification of each individual granted access to the construction site
- Time of entry and exit registration
- Other information contained on the individual's HSE card

Individuals assigned the roles of Chief Safety Supervisor (CSS), Local Safety Supervisor (LSS), Person in Charge of Electrical Safety (PICoES), Shunting Operator, and Train Driver shall use the Contracting Authority's mobile application, HMSREG, for entry and exit registration. Such individuals shall also register their functional role within the application.

### 3.13 Limitation on the Number of Tiers in the Supply Chain

The Contractor may not have more than two tiers of subcontractors for the execution of construction and civil works.

If, due to unforeseen circumstances arising after the signing of the contract, additional tiers are deemed necessary, the deviation must be justified in writing by the Contractor and is subject to the Contracting Authority's prior written approval.

### 3.14 Skilled workforce requirement

The Contractor shall employ skilled personnel in the execution of the contractual works. Unless otherwise agreed, a minimum of 50% of the total hours worked shall be conducted by skilled trade workers in Building and Construction Technology, Electrical and Computer Technology, and Technology and Industrial Subjects. The skilled trade workers shall hold educational degrees such as a trade certificate, journeyman's certificate, or documented vocational training in accordance with the national vocational training legislation or equivalent foreign vocational education. Qualified tradespeople shall be employed in all of the aforementioned disciplines, provided that the trade is necessary for the execution of the contractual works. This requirement may also be fulfilled by personnel undergoing systematic training and registered under the criteria of the Training Candidate Scheme pursuant to Section 23-2 of the Norwegian Education Act, or under an equivalent scheme in another EU/EEA country.

The requirement for skilled personnel under this clause may be met by the Contractor and one or more of its subcontractors.

The Contractor shall report the degree of compliance in monthly reports and, upon request by the Contracting Authority, submit staffing plans demonstrating compliance. Timesheets shall be provided upon request.

### 3.15 Apprenticeship Scheme

The Contractor shall be affiliated with an apprenticeship scheme and shall employ apprentices in the execution of the contractual work. Unless otherwise agreed, a minimum of 10% of the total hours worked shall be performed by apprentices within educational programs for construction and civil engineering, electrical and computer technology, and technology and industrial subjects, in accordance with Section 7-1 of the Norwegian Education Act. This requirement may be fulfilled by the Contractor and one or more of their subcontractors.

The requirement may be partially fulfilled by having the worked hours performed by personnel who are undergoing systematic training and are registered in accordance with the requirements of the Training Candidate Scheme, pursuant to Section 23-2 of the Norwegian Education Act.

Foreign Contractors may fulfill the requirement by employing an apprentice from an apprenticeship scheme in the country of origin. If the country of origin does not have an apprenticeship scheme, the requirement may be fulfilled by employing a trainee from a trainee scheme in the country of origin.

A Contractor who is affiliated with an apprenticeship scheme and can document genuine attempts to enter an apprenticeship contract without success shall be deemed by the Contracting Authority to have fulfilled the requirement for the use of apprentices. A Contractor who is affiliated with an apprenticeship scheme and has entered into an apprenticeship contract, but who, due to circumstances attributable to the apprentice, cannot utilize the apprentice during the delivery, shall be deemed by the Contracting Authority to have fulfilled the requirement for the use of apprentices, if the Contractor can document genuine attempts to enter into a new apprenticeship contract without success. If the remaining contract period exceeds three months, the requirement shall only be considered fulfilled if the Contractor makes genuine attempts with regular intervals to enter into a new apprenticeship contract.

The Contractor shall show the degree of compliance in the monthly reports and, upon the Contracting Authority's request, submit staffing plans demonstrating compliance. Timesheets shall be presented upon request.

### 3.16 Reporting to the Assignment and Employee Register

Foreign enterprises with projects in Norway, as well as all employees who will perform work in Norway through such projects, shall be registered in the Assignment and Employment Register in accordance with the provisions of the Tax Administration Act and the associated regulations.

The Contractor is responsible for registering the project with the foreign enterprise. The Contractor shall ensure that the foreign enterprise continuously reports employees who will work on the project. Information about employees shall be registered in the Assignment and Employment Register within 14 days after the employee's first working day on the project. Information about the last working day shall be provided no later



than 14 days after the last working day. If there are any changes after the information has been provided, corrected information shall be submitted no later than 14 days after the change occurred.

Any fines or other claims against the Contracting Authority resulting from the Contractor's failure to comply with their obligations under this provision shall be the responsibility of the Contractor and shall be paid by them.

### 3.17 Duty and Language requirement

The execution of the contract shall be conducted in Norwegian, unless otherwise specified.

A team shall, at all times, have at least one person who understands and can communicate in Norwegian or English. This person shall also understand and be able to communicate in a language that all other members of the team understand and can communicate in. A team is defined as a group that performs a work task together at a physically confined location.

Written documentation used in or relevant to the work each individual is to perform shall be provided in a manner that ensures that the individual understands the information well. If the Contractor or his subcontractors employ foreign-language workers, a communication system must be documented to ensure that the workforce is continuously informed about all matters relevant to the individual's work in a language the worker understands. The documentation may include, among other things, plans, procedures, information related to safety, health and working environment, wage and working conditions, safety training, protection protocols, safety instructions, safety sheets, warning signs, and user manuals for tools and equipment.

### 3.18 Compliance with the Norwegian Sanctions Act and Associated Regulations

Both parties shall comply with the Sanctions Act and the associated regulations ("sanctions legislation"). The parties shall keep each other continuously informed and updated on matters of significance for this.

Upon request, the Contractor shall ensure that the Contracting Authority receives the information and documentation necessary to verify that the Contractor and subcontractors comply with the sanctions legislation.

The Contractor bears the burden of proof for compliance with the sanctions legislation.

## 4. Remedies for Breach of Contract

In the event of a breach of the corporate social responsibility requirements or requirements for a system to ensure compliance with the corporate social responsibility requirements, including inadequate fulfilment of the documentation obligation, the Contractor shall promptly rectify the breach. Documentation of the rectification shall be submitted to the Contracting Authority for approval without undue delay after rectification has been carried out.

In the event of a breach, as mentioned above, the Contracting Authority also has the right to impose sanctions on the Contractor as specified in Chapter C2.5. If the breach has occurred with a subcontractor, this gives the Contracting Authority reasonable grounds to demand the replacement of

the subcontractor.

The Contracting Authority shall notify the Contractor of the imposition of sanctions within a reasonable amount of time after the Contracting Authority becomes or should have become aware of the breach. The notice shall include a description of the breach and the amount of the penalty.

## 5. Appendices

**Appendix 1:** Self-reporting questionnaire on wages and working conditions

**Appendix 2:** Tax authorization form