

Contractor standards for ethical conduct

In these Standards:

“**BC Hydro**” means BC Hydro and Power Authority or any of its subsidiaries that has entered into the Contract.

“**Contract**” means a contract with BC Hydro in which these Standards are included directly or by reference as a term or condition.

“**Contractor**” means the contractor, consultant, supplier or business associate who has a Contract.

“**Owner**” means any person who, individually or together with relatives, directly or indirectly owns 20% or more of the voting rights of the Contractor.



February 2024

These standards have been approved by the CEO of BC Hydro

CS-4439

 **BC Hydro**
Power smart

1. At all times in the course of its performance of the Contract, the Contractor will conduct itself with fairness, integrity and honesty.
2. At all times during the term of the Contract, the Contractor will avoid any actual, or apparent conflict of interests, in which its interests outside of the Contract (including any engagements the Contractor may have with third parties), and its obligations to BC Hydro under the Contract and these Standards conflict.
3. The Contractor will promptly disclose to BC Hydro in writing, to the best of its knowledge, any actual or apparent conflicts between its interests and those of BC Hydro during the term of the Contract, including:
 - (a) the name of any current director or employee of BC Hydro who is an Owner, or representative of the Contractor;
 - (b) any business relationship that the Contractor or any of its Owners or officers has with a director or officer of BC Hydro or with an employee of BC Hydro who may have actual or apparent involvement in any BC Hydro procurement process, or the Contract; and
 - (c) the name of any director or employee of BC Hydro who is connected by frequent or close association to the Contractor, any of its Owners or officers, or any representatives of the Contractor who may have actual or apparent involvement in any BC Hydro procurement process, or the performance or administration of the Contract.
8. Unless the Contractor has the express permission of BC Hydro, the Contractor will not solicit or recruit any BC Hydro employee during the term of the Contract. This obligation doesn't prevent the Contractor from hiring a BC Hydro employee who responds to a public and broadly issued job advertisement without prompting or encouragement from the Contractor. This obligation will be deemed severed from the Contract and rendered null and void to the extent its inclusion would result in a violation of applicable laws.
9. BC Hydro has a zero-tolerance policy regarding human rights violations. Without limitation, the Contractor must comply with applicable labour and employment laws and adopt responsible business practices and use reasonable efforts to ensure no forced labour or exploitation of children occurs throughout its supply chains as relevant to the Contract.
10. The Contractor must treat its employees and subcontractors performing work under the Contract respectfully and in a manner free of discrimination and harassment. The Contractor will provide those employees, and subcontractors with a safe and healthy workplace.
11. The Contractor and its employees and subcontractors must treat individuals they encounter in the course of performing work under the Contract respectfully and in a manner free of discrimination and harassment.
12. When the Contractor is participating in any public discussions or taking a position of leadership in other organizations, it must not represent itself as a spokesperson of BC Hydro unless BC Hydro has specifically retained or instructed the Contractor to act in that capacity.

For the purposes of this section, BC Hydro's interests include non-economic considerations such as reputation.

4. In addition to disclosure required above, the Contractor will take any steps reasonably required by BC Hydro to address or mitigate any actual or apparent conflict of interest.
5. Subject to the terms of the Contract, the Contractor will keep confidential all non-public, confidential information provided to it by BC Hydro or developed during performance of the Contract. The Contractor will not use that information for any purpose unrelated to performance of its obligations under the Contract.
6. If BC Hydro gives the Contractor access to any BC Hydro property during the term of the Contract, the Contractor will use that property solely for purposes of the Contract.
7. The Contractor will not attempt to secure preferential treatment with BC Hydro by offering gifts, entertainment, or benefits to BC Hydro directors or employees. Reasonable gifts, entertainment, or benefits common to business relationships, as described in the BC Hydro Code of Conduct, are acceptable.
13. BC Hydro encourages the Contractor to report instances of suspected fraud, unethical or inappropriate behavior by BC Hydro employees or its contractors to the Ethics Office at BC Hydro for review and action using any one of these reporting channels:
 - Email the Ethics Office directly at **EthicsOffice@bchydro.com**
 - Report it to the Ethics Office through BC Hydro's externally managed anonymous reporting service. The service is available anytime, 24/7 and can be accessed as follows:
 - Online form: **clearviewconnects.com**
 - Live phone report: **1 833 569 5601**

Contractors who would like further information or advice on the application of these Standards are encouraged to speak to BC Hydro's contract representative.

A Contractor's failure to adhere to the provisions of these Standards may be a breach of Contract and could result in termination of the Contract.