

Corporate social responsibility commitments applicable to suppliers



On 7 May 2020, the EDF Group outlined its raison d'être: "To build a net-zero energy future with electricity and innovative solutions and services, to help save the planet and drive wellbeing and economic development".

This raison d'être has been set out in 16 CSR commitments, addressing four key challenges: Carbon and climate neutrality; Preservation of the planet's resources; Wellbeing and solidarity; Responsible development.

Framatome has tailored these commitments to meet its business-specific challenges:



Illustration 1: Framatome's commitments

A. COMMITMENTS

1. HUMAN RIGHTS

FRAMATOME suppliers shall respect and promote the protection of international human rights law within their spheres of influence and ensure that their own companies do not become complicit in the violation of human rights, as set out in the Universal Declaration of Human Rights.

1.1 Use of forced labour

Suppliers shall not resort to forced labour. The definition of forced labour is that which is used in ILO (International Labour Organisation) Conventions no. 29 and 105: "any work or service exacted from any person under the

threat of a penalty and for which the person has not offered himself or herself voluntarily" and includes work carried out under threat or as a result of coercive measures exerted on political prisoners, the requisitioning of labour for purposes of economic development, compulsory work as a measure of work discipline, punishment for having taken part in strikes or measures of racial, social, national or religious discrimination, work carried out under duress or with restrictions on freedom of movement, living and working conditions that compromise human dignity.

¹ [CSR: Our commitments - Duty of vigilance](#) | EDF Group

1.2 Child labour

FRAMATOME Suppliers shall not employ, by any means, a person who is not of the minimum age for admission to work under national legislation or ILO Conventions 138 and 182, on the understanding that the highest of the ages stipulated in these texts will apply.

1.3 Discrimination with regard to employment and occupation

Suppliers shall provide equal opportunities for access to work or career development regardless of race, colour, religion, gender, age, political opinion, ancestry, social origin, and sexual orientation. They shall offer equal pay for identical work performed in similar supervisory conditions. They shall support access to work for people with disabilities.

1.4 Freedom of association

Suppliers shall recognise the right of workers and employers to form, without prior authorisation, organisations of their choosing, as well as their right to join and negotiate collectively in a free, independent manner. Suppliers shall also respect people's freedom to exercise their union rights in accordance with the regulations of the country in which they operate. Workers shall be provided with adequate protection against any act of discrimination that would jeopardise trade-union freedom in matters of employment. In countries where these fundamental freedoms are restricted by law, suppliers shall support all measures seeking to foster workers' freedom of expression regarding their working conditions and social dialogue.

1.5 Working hours

In order for workers to have sufficient rest periods and in accordance with ILO Convention no. 14, suppliers shall grant their employees a rest period of at least twenty-four consecutive hours for each seven-day period or an equivalent rule that ensure the same level of rest in a short period.

1.6 Living wage

Suppliers shall comply with local regulations regarding minimum wage and shall take the necessary remedial measures to align with the living wage.

1.7 Health, Occupational Safety and Nuclear Safety²

Suppliers shall implement a health and safety system ensuring compliance with applicable regulatory requirements. They shall take measures to ensure that their activities are not detrimental to the health:

- ◆ of their employees,
- ◆ of their subcontractors,
- ◆ of people living in the vicinity,
- ◆ of Users of their products.

They shall implement occupational-safety measures that seek to maintain high standards of occupational safety within their companies. They shall undertake to minimise worker exposure to ionising radiation and chemicals, as well as to carcinogenic, mutagenic or reprotoxic agents, aiming for levels as low as reasonably possible, and shall adopt a policy of continuous improvement for this purpose. Unless formally approved by Framatome competent authorities, in the area of radiation protection, they shall set themselves the goal of limiting the number of employees exposed to radiological risk and reducing maximum dose to 20 mSv/person/year in countries with less stringent legislation, on the basis of ICRP recommendations (International Commission for Radiological Protection). They shall regularly provide FRAMATOME with information on their health and safety performance and, where appropriate, with worker dosimetry results.

Suppliers working on FRAMATOME sites:

In addition to requirements applying to all suppliers, suppliers working on FRAMATOME sites shall ensure that their employees are provided with information about the risks relating to their work and about the appropriate protective measures. They shall also ensure that these measures are implemented. FRAMATOME shall require that its suppliers actively strive for high standards in the areas of nuclear safety, health and occupational safety on FRAMATOME sites. As such, employees of these contract companies shall be duty-bound to report abnormal conditions to their line management and to FRAMATOME.

² Stipulations regarding nuclear safety and radiation protection shall only apply to the suppliers concerned

2. ENVIRONMENT

2.1 General provisions

Suppliers shall implement arrangements to prevent environmental harm, shall engage in initiatives to foster greater environmental responsibility and shall support the development and widespread use of environmentally sound technologies. In all cases, suppliers shall comply with the host country's regulations. Suppliers shall assess the environmental impact of their activities and duly implement an Environmental Management System that is able to mitigate this impact. More specifically, a description shall be provided of the system's organisational arrangements as well as its personnel awareness and training initiatives. The system shall also describe its oversight arrangements and set itself goals for improving significant impacts.

Suppliers shall implement the appropriate preventive measures when using hazardous substances in their processes or when blending them into their products. They shall provide all the information required for the proper use of delivered products.

2.2 Respecting the rights of indigenous peoples

Suppliers shall take the appropriate measures to ensure that their activities are compatible with the local environment.

Suppliers shall respect the particularities and rights of indigenous peoples as set out in the UN Declaration on the Rights of Indigenous Peoples (UNDRIP) and ILO Convention 169. In agreement with the populations concerned, they shall respect, protect or safeguard the cultural and religious heritages, as well as the assets located on land that is used for industrial purposes.

In cases where their business (e.g. major extensions or changes) threatens or adversely affects a community livelihoods, suppliers shall put in place compensation measures and/or restore those livelihoods to at least the level they were before the said activity was established.

2.3 Fighting climate change and adjusting to its consequences

Suppliers shall undertake to reduce greenhouse gas emissions within their scope of influence.

In addition, Framatome emphasises the need for its suppliers to establish a strategy allowing their industrial activities to accommodate the impacts of climate change, so as to keep the business viable over the longer term.

2.4 Preserving biodiversity

Suppliers shall undertake to do their utmost to minimise pressure on biodiversity and to prevent their business activities from adversely affecting biodiversity.

This entails, through the implementation of a graded approach, reducing the impact of industrial activities on biodiversity by seeking to minimise the major pressure factors as identified by IPBES in May 2019³.

2.5 Preserving the planet's resources

Suppliers shall establish an optimal resource management plan to avoid wastage and foster a circular economy throughout their business' and facilities' life cycle.

It is the suppliers' responsibility to develop sustainable business activities and investments within their regions.

In accordance with product-related requirements, suppliers shall offer the use of eco-designed products, eco-labelled substitute products, or products sourced from lean product development. They shall mitigate the harmfulness of products and support the use and supply of recyclable products.

³ www.ipbes.net/models-drivers-biodiversity-ecosystem-change

B. IMPLEMENTATION

1. CONTRACTUAL VALUE

The “Commitments” form an integral part of contractual procurement documents and are a constituent part of Framatome’s contracts.

On signing a contract with FRAMATOME, suppliers agree to **these “Commitments”**, shall comply with the latter’s principles or implement an improvement system in order to comply with them.

2. SUPPLIERS’ COMMITMENT

2.1 Commitment

In all cases and as a minimum requirement, suppliers shall comply with national and local regulations. **If the “Commitments”** set out by FRAMATOME are more stringent than said regulations, their principles shall be upheld as the reference.

FRAMATOME demands that its suppliers apply said principles with their own suppliers and subcontractors.

2.2 Improvement plan

FRAMATOME and its suppliers are partners in a mutual quest for improvement. FRAMATOME remains attentive to any difficulties that may arise regarding the application of the “Commitments” .

In instances where the application of the “Commitments” could potentially cause greater indirect damage than the situations it intends to correct, FRAMATOME and the contractor concerned shall work together to adjust the “Commitments” or take the appropriate supportive measures. Where appropriate and to best of its abilities, FRAMATOME may provide the contractor with assistance in order to meet the criteria set out in the “Commitments”.

3. Consideration of contractor performance

Suppliers’ corporate responsibility performance is monitored by the Procurement function and is factored into their overall assessment, for purposes of referencing and the bidding process.

4. Requests for information and checks

FRAMATOME may ask suppliers for information on topic covered by the “Commitments”. This could take the form of a survey. In order for suppliers to prove that they have met all CSR criteria, FRAMATOME may also ask them to submit a third-party audit report assessing their organisation in terms of corporate responsibility (e.g. SMETA 4 pillars, ISO 26000, integrated ISO 9001/14001/45001/SA8000, or equivalent). Failing this, suppliers shall carry out the proposed assessment, financed by FRAMATOME, within 6 months of receiving the request.

Suppliers shall undertake to provide Framatome, on request, with a greenhouse-gas balance sheet relating to their services.

FRAMATOME reserves the right to carry out checks in all areas covered by the “Commitments”, irrespective of checks that may otherwise be carried out by the competent authorities.

C. ESCALATION SYSTEM

FRAMATOME's parent company, EDF, has set up an escalation process that can be used by:

- All FRAMATOME employees and non-FRAMATOME or part-time employees, enabling them to report facts that violate laws and regulations, crimes or offences, Code-of-Conduct breaches, breaches of ratified international commitments, threats or serious harm to the general public;

- Third parties to report potential serious infringements of human rights and basic freedoms, risks to the environment, health and safety as a result of activities conducted by FRAMATOME or on behalf of FRAMATOME.

Suppliers shall undertake to communicate and inform their employees about the [escalation process](#)⁴, particularly if their employees do not have access to a process that ensures the same protection levels and rights.

D. TERMINATION

In the event of a contractor's refusal to engage in a continuous improvement programme or to provide FRAMATOME with the appropriate levels of clarity, this may result in

the termination of purchase orders without compensation, if said contractor does not respond to prior notice.

⁴ The escalation process is available from the "Ethics and compliance" page of the FRAMATOME website (www.framatome.com).