



Royal Canadian Mint

Supplier Code of Conduct



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1.0 Effective Date

This supplier code of conduct (“**Supplier Code**”) is effective as of January 1, 2024.

2.0 Introduction

The Royal Canadian Mint (the “Mint”) is strongly committed to conducting its business in a lawful and ethical manner, including engaging with suppliers that are committed to the same principles.

Our vision is to be the best Mint in the world through our customer focus, talented people, commitment to sustainable practices and the value it adds to Canada and Canadians. We believe that a sustainable organization is recognized as one that delivers economic, environmental and social benefits to all its stakeholders, both in the short and long term.

The Mint’s values of honesty, respect, pride and passion reflect the spirit of the Mint and the core of our culture that will guide us in our vision of *Delivering Excellence, through our customer-driven businesses, our talented people and the value we add to Canada and Canadians.*

The Mint is committed to establishing a culture of diversity, equity and inclusion (DEI) where differences are valued and where employees are empowered to take an active role in addressing systemic racism, discrimination and barriers to inclusion.

3.0 Definitions

See Appendix A: Glossary of terms.

4.0 Application

This Supplier Code describes the expectations and obligations for suppliers and sub-contractors who respond to competitive solicitations and/or provide goods and services to the Mint. In fulfilling the terms of their contracts, suppliers and their sub-contractors are required to comply with the Supplier Code, as well as all applicable laws and regulations. The Mint expects suppliers to share the expectations set forth in the Supplier Code with their sub-contractors. In the event of a conflict or inconsistency between this Supplier Code and contract between the Mint and a supplier, the contract will govern and prevail.

Every supplier is expected to meet these requirements in connection with the operations of its business. Suppliers should establish and enforce policies and procedures which comply and align with this Supplier Code. Suppliers are also expected to apply comparable standards downstream in their own supply chains.

5.0 Expectations and Obligations of Suppliers

Suppliers are expected to align their practices and supply chain principles with those of the Mint and to abide by the following:

5.1 Ethics and professionalism

Suppliers must respond to the Mint’s solicitations, requests for standing offers and requests for supply arrangements in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the proposals/offers/arrangements or contract documents. Suppliers may submit proposals/offers/arrangements and enter into contracts with the Mint only if they are able to fulfill all stipulated obligations and this Supplier Code. Furthermore, suppliers and their sub-contractors have a duty of good faith and honest performance, before and during the procurement process.

5.2 Conflict of interest

The Mint has a very stringent conflict of interest policy and, as a federal Crown corporation follows the Values and Ethics Code for the Public Sector as well as its internal Code of Conduct & Ethics. This code of conduct is applicable to employees, agents and consultants working for the Mint. Suppliers are expected to have necessary policies in place to guide the actions of their employees which foster transparency and ethical behaviour. Suppliers warrant that no real, apparent or perceived conflict of interest exists or is likely to arise in the performance of the contract. If suppliers become aware of any matter that causes or may cause a conflict of interest, they must immediately disclose the matter to the contracting authority in writing.

5.3 Corruption / bribery / financial crimes

Suppliers shall neither make bribes nor accept them, nor induce or permit any other party to make or receive bribes on its behalf nor cause other parties, including the Mint, to violate any applicable anti-corruption or anti-bribery laws. Suppliers shall use reasonable practices to prevent money laundering, terrorist financing, bribery in all forms and shall support efforts to fight corruption. Suppliers shall not engage in or assist any third party with any money laundering, insider trading, terrorist financing or other financial crime activities. Suppliers must notify the Mint if they become aware of any actions or investigations by any government or regulatory agency which may be ongoing or threatened against the supplier or a sub-contractor in relation to a breach of such laws and regulations.

5.4 Gifts, entertainment, and hospitality

Suppliers shall not offer gifts, entertainment, or hospitality, other than those which are nominal in value to Mint employees as it could be seen as an intent to improperly influence decisions or impair objectivity related to business dealings with the supplier. If a supplier is unsure whether a nominal gift or hospitality offer complies with the Supplier Code, the supplier should consult with the contracting authority.

5.5 Responsible Sourcing of Materials

Suppliers shall exercise due diligence with regards to the acquisition of materials in its supply chains. Suppliers shall develop due diligence procedures and management systems in order to identify risks and take appropriate steps to mitigate them. Due diligence shall be conducted to the materials processing level in order to determine whether relevant materials originate from regions with high-risk countries. High-risk areas include those associated with conflict, child labour, forced labour and human trafficking, gross human rights violations (such as widespread sexual violence), or other reasonably objective high-risk activities, including severe health and safety risks and negative environmental impacts.

5.6 Sanctions

The Mint has zero tolerance in dealing with persons or companies subject to economic sanctions imposed under the [United Nations Act](#), the [Special Economic Measures Act](#), or the [Justice for Victims of Corrupt Foreign Officials Act](#). The supplier and their sub-contractors must not supply to the Mint any goods or services from countries which are subject to economic sanctions. For the list of countries or groups that are subject to Canadian economic sanctions, refer to current sanctions imposed by Canada by clicking [here](#).

5.7 Security Policy & Clearance

Many of the Mint's suppliers are required by the Mint's security policy to be security cleared prior to beginning work either on site or remotely for the Mint. Suppliers must have appropriate policies and procedures in place to ensure compliance with the Mint's security policy, including ensuring that their employees and other persons engaged to perform services for the Mint will eligible to pass the Mint's security clearance process.

5.8 Human Rights and Labour Standards

The Mint is committed to upholding and promoting human and labour rights, including fundamental principles and rights at work. Suppliers must ensure their human rights and labour standards comply with all applicable laws in both their operations and supply chains, including but not limited to:

Abuse and harassment – Suppliers and their sub-contractors will ensure that all their interactions with their workers and Mint employees uphold the principles of dignity and respect. Physical, sexual, verbal harassment and/or violence, bullying, teasing or other aggressive behaviour are strictly prohibited.

Discrimination – Suppliers and their sub-contractors must not engage in discriminatory hiring and employment practices based on race, nationality or ethnicity, colour, religion, age, sex (including maternity, pregnancy and the possibility of pregnancy), sexual orientation, gender (including gender identity or expression), marital status, genetic characteristics, disability, language, or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered. Suppliers and their sub-contractors are expected to accommodate their employees with disabilities providing equal access to employment, benefits and career development opportunities.

5.9 Human Trafficking, Forced Labour and Child Labour

The Mint expects its suppliers and their sub-contractors to respect their workers' workplace rights, and take steps to mitigate human trafficking risks and monitor compliance of labour and human rights in their supply chain.

Human trafficking – All suppliers' workers will work voluntarily and not be subjected to any form of exploitation, such as human trafficking for the purpose of forced labour or sexual exploitation. Suppliers will not engage in any form of human trafficking activities.

Forced labour – Suppliers and their sub-contractors shall not use labour or service provided or offered to be provided by a person under circumstances that could reasonably be expected to cause the person to believe their safety or the safety of a person known to them would be threatened if they failed to provide or offer to provide the labour or service; or constitute forced or compulsory labour as defined in article 2 of the [Forced Labour Convention, 1930](#), adopted in Geneva on June 28, 1930.

Suppliers and their sub-contractors will comply with Canada's prohibition on the importation of goods produced, in whole or in part, by forced or compulsory labour. This includes forced or compulsory child labour and applies to all goods, regardless of their country of origin.

Child labour – all suppliers' employees must be of at least the legal minimum age based on the applicable laws and regulations. Suppliers and their sub-contractors shall not employ the services of persons under the age of 18 years that:

- Are provided or offered to be provided in Canada under circumstances that are contrary to the laws applicable in Canada;
- Are provided or offered to be provided under circumstances that are mentally, physically, socially or morally dangerous to them;
- Interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or requiring them to attempt to combine school attendance with excessively long and heavy work; or
- Constitute the worst forms of child labour as defined in article 3 of the [Worst Forms of Child Labour Convention, 1999](#), adopted at Geneva on June 17, 1999.

Workers under the age of 18 must not perform hazardous work of any kind that may jeopardize their health or safety, including work which exposes children to physical, psychological or sexual abuse, such as, but not limited to: work underground, under water, at dangerous heights or in confined spaces; work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads; work which may expose children to an unhealthy environment; work under difficult conditions, including long hours of work or work where the child is unreasonably confined to the premises of the employer.

5.10 Environmental Practices

Suppliers and their sub-contractors shall comply with all applicable environmental laws, regulations, permits and standards in relation to their business and operations. Suppliers have a key role to play in advancing the Mint's environmental agenda by providing goods and services that have a lesser or reduced impact to the environment, such as but not limited to sustainable packaging and sustainable sources of supply. Key environmental considerations include reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste reduction, reduction of plastics and packaging, and reduction of hazardous waste.

Environmental Permits and Reporting – Suppliers must obtain, maintain and keep current all environmental permits (e.g., discharge monitoring), approvals and registrations required by applicable laws and regulations.

Hazardous Waste Management – Suppliers must effectively identify and manage the safe handling, movement, storage, and disposal of chemicals and other substances that pose a threat to the environment, including providing employees with appropriate training on the safe handling and disposal of hazardous substances. Any hazardous substances suppliers are handling on the Mint's behalf, must be disposed of in accordance with applicable laws and regulations.

Management of Environmental Impact – Suppliers should manage compliance, minimize environmental impact and drive continual improvement through the implementation of a supplier environmental management system.

5.11 Indigenous rights

Suppliers and their sub-contractors will respect the rights and freedoms of Indigenous Peoples of Canada. If engaging in activities that may infringe upon Indigenous or treaty rights, suppliers and their sub-contractors are expected to share this information with the Mint as early in the planning stages as possible. This will help to ensure open and authentic engagement with Indigenous Peoples and to safeguard constitutionally protected rights.

5.12 Health and Safety Standards

Suppliers are expected to provide healthy and safe workplaces and comply with applicable health and safety laws. Suppliers are expected to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

Health and Safety Permits – Suppliers shall obtain, keep current, and comply with all required permits and laws regarding health, safety, hygiene, sanitation, fire safety, electrical, mechanical and structural safety. Suppliers should have a structured health and safety management system in place.

Safe Working Environment – Suppliers shall routinely assess and monitor its work environment for health and safety hazards and eliminate, control or mitigate identified risks. Suppliers shall

provide employees with appropriate workplace health and safety training in their primary language.

Contractor Management – Suppliers shall have health and safety processes and procedures in place to ensure compliance to the Mint’s Contractor and Project Safety Management Program. Suppliers coming on site to the Mint’s facilities to provide construction or maintenance work must participate in the Mint’s Contractor and Project Safety Management Program. Failure to comply to the Mint’s health and safety program requirements may result in suspension or termination of the suppliers’ contract.

6.0 Compliance and Monitoring

The Mint will not be monitoring supplier’s compliance to this Supplier Code. Suppliers are required to notify Strategic Procurement in writing at ProcurementOperations@mint.ca as soon as they are made aware that they may not be in compliance with the Supplier Code.

The Mint will work with suppliers to address potential instances of non-compliance and ensure a sound understanding of expectations in order to address any apparent lack of compliance. If suppliers or their sub-contractors are unable or unwilling to comply with the code, the Mint reserves the right to take appropriate actions, including but not limited to seeking more information, deeming a proposal non-responsive, terminating the contract for default, setting aside the standing offer, suspending or cancelling the supply arrangement.

The RCM may conduct on-site certification of a supplier by a third party of the RCM’s choosing. The supplier must accommodate RCM’s request within 48 hours of the request being made to access the supplier’s relevant records and facilities. Failure to allow the RCM access to the supplier’s facilities may result in immediate suspension of the supplier, up to and including termination of the supplier’s contract.

Suppliers may also disclose non-compliance to this Supplier Code through the RCM’s whistleblower hotline if they choose to remain anonymous. The whistleblower hotline can be found at www.mint.ca. The Mint may seek to work with suppliers who have disclosed non-compliance to this Supplier Code or any applicable laws and regulations to address those instances of non-compliance.

Appendix A: Glossary of terms

Applicable laws and regulations mean all national, local and other applicable laws and regulations that apply to the performance of the contract, including laws and regulations of the country where the good is produced or service provided.

Child labour has the meaning ascribed thereto in the [Fighting Against Forced Labour and Child Labour in Supply Chains Act](#). means any work that deprives young persons of their childhood, their potential and their dignity, and that is harmful to physical and mental development, and interferes with their schooling.

Contract means a legally binding agreement between the Mint and a supplier to provide goods or services to the Mint.

Contracting authority means the person authorized to enter into a contract on behalf of the Mint.

Forced labour has the meaning ascribed thereto in the [Fighting Against Forced Labour and Child Labour in Supply Chains Act](#).

Good(s) means any articles, commodities, equipment, goods, materials or supplies and includes printing or the reproduction of printed matter.

Human trafficking involves the recruitment, transportation, harbouring and/or exercising control, direction or influence over the movements of a person in order to exploit that person, typically through sexual exploitation or forced labour.

Service(s) means the provision of services to another with no day-to-day supervision or control by the Mint. It normally implies the accomplishment of a specified job or task to achieve a prescribed objective.

Standing offer means an offer from a supplier to the Mint to deliver goods and/or services in accordance with pre-set prices, terms and conditions during a specific period. A standing offer is not a contract. The issuance of a call-up by the Mint against a standing offer constitutes acceptance of the offer and results in the creation of a contract.

Sub-contractor means any entity that takes a portion of a contract from the principal or prime contractor or another sub-contractor.

Supplier(s) means any person or other legal entity who has submitted a bid/proposal/offer/arrangement or who has been awarded a contract, standing offer or a supply arrangement.

Supply arrangement means a non-binding arrangement between the Mint and a prequalified supplier that allows the Mint to solicit bids and award contracts from a pool of pre-qualified suppliers for specific requirements within the scope of the supply arrangement.

Supply chain is the network of organizations involved in the transformation and creation of a product from sourcing the raw materials, and manufacturing, to the main business selling the finished goods to consumers.

Worker(s) means any current or former labourer, employee, or staff member employed or contracted with by the supplier, including all foreign and migrant workers.