



# Code of Conduct for Suppliers



The smart future of green energy





# The smart future of green energy







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# Innova Mission Statement

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*Our long-term mission is to create utility-scale renewable energy projects using multi-technologies, and to take large energy intensive users off-grid. We will do this by providing a range of innovative, long-term renewable energy solutions, positively improving the environment and benefitting the local community. Innova is the smart future of green energy.*





# 2

# Introduction

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Our long-term mission is to build multi-technology renewable energy projects. Sustainability is at the core of everything we do, and underpins our corporate identity. Whilst we understand the importance of improving the environment and our contribution to Net Zero, our sustainability mission stretches far beyond setting environmental targets for ourselves and our supply chain.

Innova is committed to conducting business in a legal, ethical and responsible manner, and we require that our Suppliers work to the same high standards. We actively and openly collaborate with our supply chain partners, not only to ensure they hold the same values as us, but also to share knowledge and best practice throughout the value chain. We believe that through beneficial partnership and mutual respect with our supply chain, we will achieve our mission, and ultimately bring success to all involved.

The purpose of this Code of Conduct for Suppliers (Code) is to provide guidance for any current or prospective supply chain partner on the principles and expectations we have of our Suppliers in conducting business responsibly and with integrity.

Innova may update and revise this Code from time to time to reflect current market practices and/or our own policies. A copy of the Code can be found on the Innova website or is available on request from [procurement@innova.co.uk](mailto:procurement@innova.co.uk).

Suppliers should contact Innova at [procurement@innova.co.uk](mailto:procurement@innova.co.uk) if they have any questions or concerns related to this Code. Innova values the contribution that our Suppliers make to the success of Innova.

# 3 General Guidelines

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## 3.1 Scope

Innova requires all Suppliers to comply with this Code. However, where the Code conflicts with the terms of a Supplier's contract with Innova, the express contract terms will prevail.

For the purposes of this Code, the term "Suppliers" includes all entities that sell, provide and/or distribute goods and/or services to Innova, either directly or indirectly (for example, through agents, affiliates or subcontractors). It includes all suppliers, vendors, distributors, channel partners, agents, contractors, and all other third parties and affiliates of Innova with whom Innova engages to provide us with any business goods, services, functions or activities (including any process outsourcing). Each Supplier is responsible for ensuring that its employees (including temporary and outsourced workers) comply with this Code, and will take appropriate steps to make such persons aware of this Code, as described in paragraph 3.3 below.

## 3.2 Compliance with Laws and Regulations

Suppliers must ensure that they fully comply with any applicable laws, rules and regulations in the countries in which they operate. In the unlikely event of conflict between this Code and a Supplier's applicable laws, rules and regulations, the Suppliers must inform an Innova representative immediately.

## 3.3 Compliance with the Code

All Suppliers must comply with this Code while conducting business with, or on behalf of, Innova.

Innova will communicate this Code internally and externally to relevant parties. Suppliers are responsible for communicating the provisions of this Code to their employees (including temporary and outsourced workers) and any subcontractors. Where appropriate, relevant training and guidance must be given to the Supplier's employees (including temporary and outsourced workers) to support the implementation of this Code.

Suppliers must notify Innova as soon as they become aware of any circumstances or developing situation that causes, or might cause, a Supplier or a Supplier's employee or subcontractor to be in violation of, or non-compliance with, this Code.

Suppliers must also notify Innova upon becoming aware of any negative or adverse publicity concerning the Supplier's business or any product or service the Supplier provides to Innova. They should also notify Innova of any event or circumstance related to the Supplier or its business that could reasonably be expected to cause negative or other adverse publicity concerning Innova.

Suppliers must address any violations of the Code and take appropriate actions as soon as reasonably practical.

Penalties for a major failure or persistent failure to comply with the Code, or repeated and unjustified refusal to provide information to support compliance may include (but are not limited to) the suspension and subsequent termination of the Suppliers' activities with Innova and a permanent embargo from doing business with Innova.

### 3.4 Monitoring

Suppliers are expected to self-monitor their compliance with this Code. However, in order to confirm compliance with this Code, Innova reserves the right (either through its own employees or an approved third party) to audit Suppliers or their facilities to monitor adherence to this Code. To carry out its auditing and monitoring processes, Innova may require access (at all reasonable times and on reasonable notice) to a Supplier's offices and production facilities, owned or otherwise (e.g. subcontractor's site), and the Supplier will procure the provision of such access.

Upon reasonable request, Suppliers must provide written statements and any other relevant supporting information in response to enquiries and, if required by Innova, actively participate (at their own cost and expense) in the development and implementation of remedial measures.

Innova may also require the Supplier to participate in training on this Code.

Innova encourages Suppliers to participate in initiatives aiming to raise the standard of conduct of an entire sector or across sectors, where applicable.

### 3.5 Expectations of Suppliers and Innova

Suppliers will treat Innova – and expect to be treated by Innova – with respect and have open and honest communications.

Innova will maintain a fair working environment for our Suppliers.

### 3.6 Raising Concerns and Whistleblowing

If the Supplier or any other stakeholder believes that the terms of this Code are not being adhered to, Innova encourages such concerns to be raised as soon as possible with Innova at [compliance@innova.co.uk](mailto:compliance@innova.co.uk). Suppliers can submit reports relating to actual or suspected breaches of or non-compliance with this Code via this address.

*For the avoidance of doubt, Suppliers are expected to enforce this Code with any subcontractors and sub-suppliers.*

# 4 Human Rights

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## 4.1 General

In addition to the standards set out in this Code, Innova expects its suppliers to respect internationally recognised human rights principles (for example, the Universal Declaration of Human Rights or the International Labour Organisation's (ILO) Labour Convention).

Suppliers must take all reasonable measures to avoid causing, contributing or being linked to any negative human rights impacts.

## 4.2 Modern Slavery and Forced/ Compulsory Labour

All forms of modern slavery and forced or compulsory labour are unacceptable to Innova throughout its value chain. Such is the importance to Innova that we have a separate policy further detailing our stance and how to avoid any modern slavery and forced or compulsory labour. A copy of this policy has been provided to you. If you have not received it, you must ask for a copy to make sure that you understand fully our position and your obligations.

Suppliers are absolutely prohibited from using any forced, compulsory or involuntary labour, whether bonded, indentured or imprisoned.

Supplier employees (including temporary and outsourced personnel) must be able to terminate their employment within reasonable notice.

## 4.3 Indigenous People

Suppliers must respect the rights of indigenous and tribal peoples and their social, cultural, environmental, and economic interests, including their connection with lands and other natural resources.

Innova expects the principles of free, prior and informed consent to be used to obtain broad-based consent of indigenous and tribal peoples in their activities. The supplier should be prepared to demonstrate the process for which any broad-based consent was obtained.

## 4.4 Child, adolescent and young persons labour

All forms of child labour are unacceptable to Innova throughout its supply chain. Suppliers must take all necessary measures to prevent the hiring of persons below the minimum age of employment, the age for completing compulsory education in that country, or the age of 15, whichever is higher.

If the Supplier detects child labour in its supply chain, a full investigation must be carried out and a subsequent remediation programme implemented (at the Supplier's sole cost and expense).

Suppliers must actively work against all forms of child labour. Suppliers and partners must not participate in, or benefit from, any form of child labour.



## 4.5 Minerals and Resources from Conflict or High Risk Areas

Suppliers shall assess whether their own operations and supply chains are located in, or are sourcing from, conflict-affected or other high-risk areas. In addition to the commitments in paragraph 4.2 above, Innova also expects its Suppliers not to be involved in any activities that seek to undermine any civic freedoms throughout their value chain.

Suppliers shall continually monitor business relationships, financial transactions, and flows of resources and capital to ensure that they are not linked to providing funding or support to armed actors who may benefit from revenues generated by the purchase and/or sale of goods and services.

Whilst Suppliers should strive to reduce the use of conflict or high risk minerals in their supply chains, Innova understands that this may not always be possible. In the event that high risk or conflict minerals are currently used, Suppliers must notify Innova and:

- effectively demonstrate (e.g. through a policy or statement) their strategy in reducing their use within their value chain;
- identify all high risk or conflict minerals in their value chain; and
- establish, and be able to demonstrate upon request, traceability or chain of custody to its source or processing location.



# 5 Working Conditions

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## 5.1 Health and Safety

Suppliers must provide a safe and healthy environment across all locations, including where the Supplier is providing housing and/or welfare facilities to its personnel or subcontractor personnel. As a minimum, Suppliers shall ensure that their facilities comply with all applicable country laws and regulations in which the Supplier facility is based.

Suppliers shall ensure that normal working hours and overtime working hours for all workers are within the limits permitted by applicable laws and regulations, or agreed to in relevant collective agreements and that the duration or patterns of working time do not cause any physical or mental harm to workers.

All works carried out by the Supplier and/or Supplier sub-contractor shall be preceded by a risk assessment. This shall include, but not be limited to, physical, social and organisational health risks. Risks shall be reduced according to the hierarchy of control principles: avoid, reduce, transfer, and (as a last alternative) accept.

Whilst the following may not be applicable to all companies (due to company size, number of employees etc.), the Supplier shall ensure they:

- have a competent, responsible person and/or team managing the Supplier's health and safety matters;
- establish appropriate organizational procedures for the effective management of health and safety; and

- ensure that all workers are sufficiently aware of the health and safety personnel and procedures.

Further details can be found in the Innova Health & Safety policy. A copy of this policy has been provided to you. If you have not received it, you must ask for a copy to make sure that you understand fully our position and your obligations.

## 5.2 Equality and Diversity

Innova respects individual and cultural differences, and will not tolerate racism or discrimination of any kind. Innova expects its Suppliers to share that commitment.

Suppliers and partners shall promote equality, diversity and inclusion. Any form of discrimination, such as: exclusion, preference or distinction based on: ethnicity, social origin, health status, skin colour, gender, age, creed, political opinion, membership in a workers' organisation (*see section 5.4 'Collective Bargaining' below*), physical or mental disability, nationality, sexual orientation, pregnancy or any other personal characteristics) is strictly prohibited.

Innova supports the principles of equal opportunities and equal treatment, and the implementation of any internal structures and procedures created for this purpose.

Suppliers must not permit harassment, sexual harassment, corporal punishment, inhumane treatment, bullying, and threats of physical violence.



### 5.3 Fair Pay

Suppliers should respect local wage regulations and/or collective agreements, and where these do not exist, compensate employees so that they can at least afford to meet their basic needs. Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.

Suppliers must disclose to Innova if they deduct workers' pay for employer provided services such as living quarters, apartment utilities, food, hygiene products, or any other basic human services which employees may require to live. This does not include standard employer provided healthcare and retirement/pension schemes.

### 5.4 Collective Bargaining

All workers (directly employed or subcontracted labour) have the right to join and form associations of their choice, to bargain collectively and to exercise collective rights (for example, freedom of association, right to bargain collectively, right to strike) in accordance with local laws and regulations. The exercise of these rights must not result in discrimination or retaliation against the employee, where members are neither disadvantaged nor preferred.

Workers must be able to openly communicate and share grievances with management regarding working conditions and management practices without fear of reprisal, intimidation or harassment.

### 5.5 Local Community Engagement

Innova has a proactive approach to engaging with the local community in which its projects are situated. We engage, listen and, where possible, incorporate any feedback into our projects. Through our "Community and Charitable Promise," we will invest in a local community benefit fund and make charitable donations for every one of our projects. We encourage our suppliers to proactively engage with and, where possible, invest in the local communities in locations where they are contracted to carry out the provision of goods and/or services.

Suppliers should, where possible, source locally to their site of operations, and be able to demonstrate their commitment. Measures can include - but not be limited to - investment in local infrastructure, schools and/or other education facilities, training for local suppliers and apprenticeships.

In the event of any significant changes of their suppliers within the local community, Suppliers shall respect the rights of the local community, in particular those of any vulnerable or disadvantaged groups. Community engagement should be carried out in an inclusive, equitable, culturally appropriate, gender-sensitive, and rights-compatible manner.



# 6 Environment and Sustainability

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## 6.1 General

Innova is committed to limiting its impact on the environment and biodiversity through operations, resource consumption and logistics, and expects its supply chain to do the same. This should include - but not be limited to - establishing appropriate organizational structures and procedures for the effective management of environmental risks, and striving to minimise (so far as practicable) the impact on environment and natural resources in their operations. This should be done by considering factors such as the use of energy, greenhouse gas emissions, water, biodiversity, waste, hazardous materials and other natural resources and water usage.

Suppliers and partners must comply with all applicable environmental laws and regulations. They must also be proactive in their environmental work, adopt a precautionary approach, and consider environmental impacts from a full supply chain perspective. In addition to the specific commitments set out below, Suppliers should also strive to make efficient use of natural resources and reduce water usage.

## 6.2 Conservation and Circularity

Suppliers shall where possible proactively reduce the use of any materials and/or resources used throughout the supply chain. Such methods shall include, but not be limited to, adapting production methodologies, incorporating technological improvements and materials substitution, including the re-use of old materials or using recycled materials.

Suppliers should encourage circularity throughout their supply chains. Circularity

(or the “Circular Economy”) is a model of production and consumption, which involves sharing, leasing, reusing, repairing, refurbishing and recycling existing materials and products for as long as possible. In this way, the life cycle of products is extended, and waste kept to a minimum. When a product reaches the end of its life, its materials are retained within the economy wherever possible.

## 6.3 Waste and Recycling

Any waste generated from operations throughout the Supplier’s supply chain shall be characterized, monitored, controlled and treated in accordance with local laws and regulations prior to discharge or disposal.

Recycling and the use of recycled materials in production, together with life cycle analyses and assessments, must also be considered by the Supplier to find the best environmental solutions throughout the supply chain.

## 6.4 Greenhouse Gas Emissions and Net Zero Commitment

Innova expects Suppliers to address climate change by actively reducing their greenhouse gas emissions (scopes 1, 2 and 3 as defined by the Greenhouse Gas Protocol), preferably in line with the Paris Agreement’s 1.5°C scenario.

In evaluating future business collaborations, Innova will favour Suppliers that can demonstrate their commitment to tackling climate change. For example, Innova may include climate criteria in tender evaluations and subsequent contract clauses.

# 7 Business Ethics and Integrity

## 7.1 General

Fair and open competition is in line with our business values: Innovative, Integrity, and Environmentally Responsible, where only market criteria (quality, price, innovation, service, sustainability etc.) and ethical behaviour are the decisive factors for business decisions. Competition should not be distorted by unfair methods or means.

Innova expects Suppliers to conduct business in compliance with internationally agreed standards on business ethics (such as the United Nations Convention against Corruption) and adhere to all applicable anti-corruption laws and regulations.

Suppliers must operate with integrity, in an ethical manner and in compliance with all applicable laws, rules and regulations applicable to their industry and place of business.

Suppliers must not engage in any activity that may adversely affect Innova's reputation or create an actual or potential conflict of interest, or any appearance of conflict, with Innova. This includes taking any such action on any types of social media platform.

Suppliers are expected to be able to recognise and avoid situations that can create a conflict of interest when working with or on behalf of Innova. Conflicts of interest can occur if a personal, social, financial, professional or political activity interferes or appears to interfere with:

- a Supplier's ability to perform its work with or on behalf of Innova both effectively and objectively; or

- the interests of Innova.

Suppliers must not represent themselves as employees of Innova.

Suppliers must not use Innova's trademarks, intellectual property or confidential information without prior authorisation from Innova.

Suppliers must not disclose their commercial or business relationship with Innova without prior authorisation from Innova, except where disclosure is required by law, regulation or to comply with a court order or an active law enforcement investigation.

## 7.2 Corruption and Bribery

Corruption is dishonest or illegal behaviour, especially by people in power, typically involving bribery. It can also include other acts, such as fraud, embezzlement, favouritism, and nepotism. The most common form of corruption is bribery.

Innova does not tolerate any form of bribery. Bribery is the act of offering, promising, or giving money, gifts, or other benefit to anyone, with the aim of receiving an advantage over competitors. Bribery is a criminal offence worldwide.

Suppliers must not engage in bribery, corruption, embezzlement, extortion, kickbacks, excessive commission, inducements or fees or any other prohibited business practices.



### 7.3 Financial Crime

Innova will not tolerate suppliers who undertake any form of money laundering, tax fraud, tax evasion or other illegal financial schemes.

Suppliers must comply with anti-money laundering and anti-terrorism laws and regulations, and take the necessary steps to ensure that Innova business is conducted only with reputable parties that are financed only from legitimate sources.

### 7.4 Anticompetitive Agreements

Anticompetitive agreements include price fixing, market, customer or territory allocations, and bid rigging with competitors. Abusing a dominant position (indicator: more than a 30-50% market share) is also prohibited.

Suppliers shall comply with all applicable competition laws and regulations. Suppliers shall not exchange commercially sensitive and/or strategic information with competitors, or to enter into anticompetitive agreements with any business partner.

# 8 Data Security, Confidentiality and Accuracy

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## 8.1 General

Suppliers must comply with all applicable privacy, data protection and data exportation/importation laws and regulations.

Suppliers will handle and process data only for the purposes for which it was collected or otherwise made available. Suppliers must be able to demonstrate appropriate industry standard and best practices for data security controls to ensure that all information is protected and secure from damage and unauthorised use.

Suppliers must also (in addition to the minimum requirements above) follow any data security arrangements specified in contractual agreements with Innova.

Suppliers must respect and maintain the confidentiality of all non-public information about Innova or its activities obtained in the performance of the Supplier's duties (including any non-public information obtained about Innova's funders, customers, clients, business partners or applicable third parties).

Subject to any contractual requirements, Suppliers will notify Innova without undue delay of any known or suspected data security breaches at [ethics-team@innova.co.uk](mailto:ethics-team@innova.co.uk) and will work with Innova and, if applicable, law enforcement agencies, to contain the breach and determine the cause.

Suppliers must maintain complete and accurate books and records relating to all Innova business, together with supporting documentation, in accordance with any applicable accounting principles, laws and regulations.

Suppliers must not make any false representations in connection with any Innova transactions. This includes:

- misrepresenting facts (whether in writing or orally);
- promotion or use of false documentation;
- fraudulent or forged contracts;
- non-genuine customer purchase orders; and
- any other false or inaccurate records.

## 8.2 Public Communications

To ensure Brand Identity and control of all media messaging, all Suppliers must first get Innova's approval for any statements, marketing materials or press releases made publicly about Innova.





 Innova

 InnovaGen

The smart future of green energy