

# ONTARIO BROADER PUBLIC SECTOR (BPS) SUPPLY CHAIN CODE OF ETHICS

**Goal:** To ensure an ethical, professional and accountable BPS supply chain.

## I. PERSONAL INTEGRITY AND PROFESSIONALISM

Individuals involved with Supply Chain Activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all Supply Chain Activities within and between BPS organizations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

## II. ACCOUNTABILITY AND TRANSPARENCY

Supply Chain Activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

## III. COMPLIANCE AND CONTINUOUS IMPROVEMENT

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

## EMPOWER SIMCOE PURCHASE ORDER TERMS AND CONDITIONS:

### 1. PRICES AND SUBSTITUTIONS:

Prices must agree with those shown on this purchase order. No changes in quantity, price or product substitutions will be accepted without written authority from the Empower Simcoe.

### 2. QUALITY:

The Vendor warrants that the goods to be furnished under this purchase order will be of top quality, in accordance with the drawings and/or specifications and given in the order and will be fit for the intended purpose and free from defects.

### 3. PACKING AND DELIVERY:

All goods must be properly packed to the highest commercial standard unless otherwise specified. Charges for containers or packing will not be accepted unless specifically shown on this order. Delivery will be made in the manner and within the time schedule specified.

### 4. MARKINGS ON DOCUMENTS & CASES:

Invoices, Packing Slips and Cases must be marked with this purchase order number. The number of cases in the shipment must be identified on the invoice, Packing Slip(s) and Case(s).

### 5. HAZARDOUS GOODS (where applicable):

All shipments of hazardous goods must be in accordance with current regulations. Items must be properly packaged with all the latest and relevant federal and provincial legislation standards and a copy of the Materials Safety Data Sheets (MSDS) must be included in the shipment. In addition a copy of the MSDS must be forwarded to the ordering department.

### 6. INVOICES:

Invoices (in duplicate) and a copy of the Packing Slip must be mailed on the day of shipment. A separate invoice must be rendered for each shipment, including partial shipments, where applicable.

### 7. INSPECTION & REJECTION:

All goods supplied against this order are subject to our inspection and acceptance. Defective goods not conforming to specifications will be subject to return and replacement.

### 8. INDEMNITY:

The Vendor agrees to hold harmless and indemnify Empower Simcoe and its Agents against all claims, demands and action sustained on account of infringement and copy rights of patents, trademarks, designs or process of manufacture.

**9. ASSIGNMENTS AND SUB-CONTRACTS:**

This purchase order will not be assigned or sub-contracted in whole or in part without the written approval of the Empower Simcoe.

**10. CONFIDENTIALITY:**

All consultants, contractors and vendors (including their employees, sub-contractors or affiliates) must protect and respect the privacy of individuals that the Empower Simcoe and Empower Simcoe Foundation (“Agency”) serves, any information belonging to the Agency regarding individuals and their families, and any information regarding the operation of the organization.

**11. GOVERNING LAWS:**

This agreement shall be governed by the laws of Ontario, Canada.

**12. CANCELLATION:**

The Purchaser reserves the right to cancel this order in whole or in part if the goods are not delivered within the stated time schedule. If the Vendor anticipated delivery will be delayed. The Vendor shall give immediate notice to the Purchaser of the cause and extent of the anticipated delay.

**13. CHANGES TO THE PURCHASE ORDER:**

No changes or additional charges of any kind will be accepted without prior written approval in the form of a revised purchase order.

**14. FORCE MAJEURE:**

A party is not liable for failure to perform the party’s obligations if such failure is as a result of the Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party’s obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described above.