



General Framework of Principles for Contractors of the Banco de Portugal

Scope

Natural and legal entities whose tenders have been awarded under procurement procedures carried out by the Banco de Portugal (hereinafter referred to as “Contractors”) are subject to this General Framework of Principles for Contractors of the Banco de Portugal (hereinafter referred to as “General Framework of Principles”).

Acceptance of and compliance with the General Framework of Principles constitute a contractual obligation, incorporating as an annex, for the purpose of which mutatis mutandis shall be applied, the documents of the procurement procedure launched by the Banco de Portugal and the contracts to be entered into between the Banco de Portugal and the Contractors.

The Contractors shall ensure that the human resources directly or indirectly assigned to the performance of the contracts entered into with the Banco de Portugal are fully aware of and comply with this General Framework of Principles by signing the attached Statement of Commitment.

The contracts to be entered into between the Banco de Portugal and the Contractors shall provide that serious or systematic failure to comply with this General Framework of Principles shall constitute the basis for the Banco de Portugal’s claim of material breach of the contract, which is sufficient cause for its immediate termination, without prejudice to any compensation due under general law.

In the pursuit of its mandate, as the institution responsible for maintaining price stability and promoting financial stability, the Banco de Portugal believes that it is also responsible for creating economic and social value by reflecting in the Contractors the same level of requirement as the principles that guide the fulfilment of its mission.

Thus, the Contractors of the Banco de Portugal undertake to conduct their operations in accordance with the following principles:

I. Compliance principles (Compliance)

The Contractors shall ensure:

- a) Compliance with existing national and international law applicable to contracts entered into with the Banco de Portugal;
- b) Prevention and proper management of the risks of corruption and related offences linked to their activity, establishing procedures and implementing any necessary and appropriate measures to prevent them from occurring;
- c) Performance in accordance with the rules and procedures designed to prevent and combat acts of unfair competition or to restrict competition in the market.



II. Ethical and conduct principles

- Obligation to secrecy
 - a) Contractors shall keep confidential all quantitative and qualitative, technical and non-technical, commercial or other information and documentation, relating to the Banco de Portugal, of which they may be aware under or in connection with the performance of the contract, and shall be responsible for the same confidentiality on the part of the human resources directly or indirectly assigned to the performance of the contract, irrespective of the type of contractual relationship they have with the Contractor (employee, subcontractor or resource assigned to the contract);
 - b) Contractors shall be prohibited from transmitting to third parties or other human resources not directly or indirectly assigned to the fulfilment of the contract's subject matter the information and documentation covered by the duty of confidence;
 - c) Contractors shall also be prevented from assigning such information and documentation to any use or method of use other than that intended directly and exclusively for the performance of the contract.
- General prohibition of unlawful use of inside information
 - a) Contractors shall not use inside information to which they have access in the performance of their obligations, or by reason of such obligations, in any private financial transaction, or to recommend or advise against such transactions;
 - b) For these purposes, inside information shall be deemed to be information on facts or elements, the knowledge of which comes from the performance of any contract awarded by the Banco de Portugal or as a result of such performance, which has not been published or disclosed to the public and the use of which may result in advantages for itself or third parties.
- Preventing conflicts of interest

Contractors shall:

- a) Avoid any situation which may give rise to conflicts of interest with the activities carried out under the contract entered into with the Banco de Portugal or which may jeopardise the image and reputation of the Banco de Portugal;
- b) Inform the Banco de Portugal whenever they know or suspect that situations likely to give rise to conflicts of interest may be at stake;
- c) Refrain from giving to the Banco de Portugal's workers any gifts, prizes and other benefits or rewards related to the activity carried out by the Banco de Portugal in the performance of the contract and which are considered or may be considered as an attempt to exercise undue influence;
- d) Refrain from accepting gifts, prizes and other benefits or rewards related to the activity carried out by the Banco de Portugal in performance of the contract and which are considered or may be considered as an attempt to exercise undue influence.



III. Labour policy

In the performance of their labour duties, Contractors undertake:

- a) To comply with all social security contributions and tax obligations to which they are bound, as well as to comply with all rules on health and safety at work, in accordance with the relevant legislation in force, in particular by adopting preventive management in order to reduce the risks associated with both their activities and their premises;
- b) To conclude and maintain valid occupational accident insurance contracts, the policies of which must cover all human resources;
- c) To adopt a sustainable remuneration policy that motivates and involves their workers in the carrying out of their business;
- d) To remunerate their workers in accordance with the relevant legislation, with adherence to any applicable collective agreements and the minimum standards legally in force;
- e) To pay the remuneration due within the time limits laid down by law, and a situation of workers with arrears of pay shall not be tolerated by the Banco de Portugal;
- f) To prevent any form of child labour under national regulations and ILO 138 of the International Labour Organisation;
- g) To prevent any form of forced or compulsory labour;
- h) Not to interfere with the exercise of workers' rights in relation to freedom of association and their right to collective bargaining, and to ensure that there are conditions for workers to decide freely whether or not they want to join workers' unions of their choice;
- i) To promote the principle of equality by refraining from any discrimination or harassment on the basis of race, sex, age, disability, sexual orientation, political opinions, religion, ideological beliefs and trade union membership;
- j) To lay down disciplinary measures and procedures in accordance with international laws and conventions, publicising their standards and ensuring the right to be heard and defence of those concerned and preventing, under all circumstances, any intimidation, abuse, verbal or physical aggression, or any other kind of psychological or physical harassment;
- k) To ensure compliance with existing labour legislation and collective labour agreements, where applicable, in relation to the maximum limits for regular and extra working hours and rest periods and days.

IV. Principles of environmental sustainability

Contractors shall promote the adoption of best environmental protection practices, in line with the objective of reducing the environmental impact of their activity [in particular by reducing plastic consumption, promoting more efficient waste management, lower paper consumption and the use of sustainable electricity and heating sources].



V. Management commitments

Contractors shall:

- a) Adopt management procedures to monitor compliance with this General Framework of Principles, with the obligation to report serious breaches to the Banco de Portugal and to provide evidence of compliance when requested by the Banco de Portugal;
- b) Sign the statement of commitment provided with the procurement documents relating to the commitment to comply with the provisions of this General Framework of Principles;
- c) Ensure that all their workers and subcontractors assigned to the performance of contracts entered into with the Banco de Portugal, irrespective of the nature of the legal relationship, comply with the provisions of this General Framework of Principles and that they are informed, qualified and competent to carry out their duties in accordance with its terms.

VI. Use of the Banco de Portugal's name and trade mark

- a) Contractors may not use the Banco de Portugal's name or its trade mark registered in Portugal without its prior express consent;
- b) Improper use of the Banco de Portugal's trade mark by the Contractors may constitute a criminal offence, as well as a very serious economic administrative offence, in addition to making the offender liable for the payment of damages;
- c) The Banco de Portugal cannot be held accountable for any improper use of its name, trade mark, or other distinctive signs or address by the Contractor, particularly in schemes intended to defraud third parties;
- d) In addition, the Banco de Portugal retains proprietary ownership, including intellectual property, industrial property, and/or copyright, over all the information, tools, methodologies, know-how, hardware and/or software it owned prior to procuring services.

VII. Reference, for commercial, business or promotional purposes, to procurement procedures carried out by the Banco de Portugal

In addition to the requirements arising from the obligation to secrecy, Contractors may not, without the Banco de Portugal's prior express consent:

- a) Make public reference or list the Banco de Portugal's name in their customer base;
- b) Generally describe the goods or services provided to the Banco de Portugal as evidence of their professional experience, turnover or the quality of those goods or services;
- c) Use the Banco de Portugal's name and/or the relevant contract as a reference in tenders, presentations and marketing material.