



General requirements for project suppliers EN


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0 Introduction

As a subcontractor for the international automotive industry, EVO is obliged to provide the automobile manufacturers (OEMs) and their customers with the contractually agreed service that complies with legal and official requirements.

EVO must create documented information that ensures that all externally provided processes, products and services comply with the contractual, legal and official requirements.

1 Scope

The general requirement for suppliers is applicable to all between EVO, client, and the supplier, contractor, concluded, current and future contracts, for material and intangible scope of services.

The supplier is obliged to involve his subcontractors in the same or an appropriate way to apply this requirement.

2 Assurance of the supply chain

The supplier, contractor, is part of the supply chain. The retention of the supply chain must be assured unrestrained. This is also applicable if the contractor subcontract ist duty.

3 Quality management system

The supplier undertakes to develop, introduce, maintain and constantly improve a quality management system in accordance with the latest version of DIN EN ISO 9001 or the current standards of the automotive industry.

The contractor is referenced to the to be certified management systems, CSR 26001 (Corporate social responsibility), ISO 14001 (Environmental management system), ISO 50001 (Energy management system), ISO 45001 (Health and safety management system).

This ensures that the scope of services expected in orders is demonstrably adhered to in the entire chain by means of corresponding structured hedging processes.

The supplier presents the currently valid certificate to an accredited certification company for verification without being asked.

Significant changes in the company structure, the quality management system or the certificate must be announced without being asked.

4 Subcontractors

The contractor is obliged to notify the client of his subcontractors, who are required to fulfill the scope of services, before subcontracting.

The contractor obliges his subcontractors to introduce and maintain a comparable quality management system for ISO 9001 or develops it there.

The contractor is obliged to apply the scope of information security to its subcontractors without restriction.

5 Audits

The supplier grants the employees of the client, representatives of the vehicle manufacturers (OEM) and supervisory authorities access to the operating facilities and presents the processes and documented information to support the project-specific audits.

Detected and transmitted deviation reports, non-conformity reports, are deposited within the set deadlines with the cause, corrective and preventive measures and sent to the client.

6 Project management

Before submitting an offer, the supplier must check whether all the information required to provide the service is available.

The supplier is not authorized to make changes to products, processes, technical data, specifications, materials, acceptance criteria, dates without written agreement of the client.

If risks and potential for improvement are identified, these must be communicated to the client in writing.

7 Documented information

At EVOs request, the supplier provides the project-related documentation and allows EVO to inspect the suppliers records.

8 Accountabilities

The supplier is obliged to provide the agreed service. The client is obliged to perform an acceptance test.

9 Inadequate service provision

If defects in the agreed service provision are found, the client shall send the supplier the deviation in writing. The supplier remedies the displayed defect in a time frame agreed with the client.

10 Supplier evaluation

The contractor is evaluated at regular intervals by the client according to specified conditions.

11 Confidentiality

The contractor and client undertake to treat information, business and trade secrets, construction documents and other data as strictly confidential.

12 Information Security Management System

The supplier undertakes to introduce, maintain and continuously improve a system with the requirement of TISAX or ISO / IEC 27001, latest version.

13 Compliance

The supplier is obliged to adhere to the responsibility of companies for their effects on society (CSR, Corporate Social Responsibility), which goes beyond the legal requirements for the topics: human rights, work, the environment and anti-corruption.

Leitfaden zum Deutschen Nachhaltigkeitskodex



https://www.nachhaltigkeitsrat.de/wp-content/uploads/migration/documents/Leitfaden_zum_Deutschen_Nachhaltigkeitskodex.pdf

Sustainability of the United Nations



<https://unglobalcompact.org/what-is-gc/mission/principles>

Human Rights

14 **Prinzip 1: Human Rights**

Businesses should support and respect the protection of internationally proclaimed human rights.

15 **Principle 2: Human Rights**

Businesses should make sure that they are not complicit in human rights abuses.

Labour

16 **Principle 3: Labour**

Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

17 **Principle 4: Labour**

Businesses should uphold the elimination of all forms of forced and compulsory labour.

18 **Principle 5: Labour**

Businesses should uphold the effective abolition of child labour.

19 **Principle 6: Labour**

Businesses should uphold the elimination of discrimination in respect of employment and occupation.

Environment

20 **Principle 7: Environment**

Businesses should support a precautionary approach to environmental challenges.

21 **Principle 8: Environment**

Businesses should undertake initiatives to promote greater environmental responsibility.

22 **Principle 9: Environment**

Businesses should encourage the development and diffusion of environmentally friendly technologies.

https://www.unodc.org/documents/treaties/UNCAC/Publications/Convention/08-50026_E.pdf

23 Principle 10: Anti-Corruption

Businesses should work against corruption in all its forms, including extortion and bribery.



United Nations 17 Global Goals

<https://www.unglobalcompact.org/sdgs/17-global-goals>

Goal 1.



End poverty in all its forms everywhere

Principle 1 and 2

Goal 2



End hunger, achieve food security and improved nutrition and promote sustainable agriculture.

Principle 7, 8 and 9

Goal 3



Ensure healthy lives and promote well-being for all at all ages.

Principle 1 and 2

Goal 4



Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all.

Principle 1 and 2

Goal 5



Achieve gender equality and empower all women and girls.

Principle 1, 2 and 6

Goal 6



Ensure availability and sustainable management of water and sanitation for all.

Principle 7, 8 and 9

Goal 7



Ensure access to affordable, reliable, sustainable and modern energy for all.

Principle 7, 8 and 9

Goal 8



Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all.

Principle 1, 2, 3, 4, 5 and 6

Goal 9



Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation.

Goal 10



Reduce inequality within and among countries.

Goal 11



Make cities and human settlements inclusive, safe, resilient and sustainable.

Goal 12



Ensure sustainable consumption and production patterns.

Goal 13



Take urgent action to combat climate change and its impacts.

Goal 14



Conserve and sustainably use the oceans, seas and marine resources for sustainable development.

Goal 15



Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Goal 16



Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels.

Goal 17



Strengthen the means of implementation and revitalize the global partnership for sustainable development.

Principle 1 to 10

SA8000:2014 scope

<https://sa-intl.org/wp-content/uploads/2020/02/SA8000Standard2014.pdf>

<https://sa-intl.org/wp-content/uploads/2020/02/SA8000-2014-Guidance-Document.pdf>

III definitions

For definitions, please look up SA 8000:2014 page 6-7

IV Social Accountability Requirements

1 **Child labour**

1.1 EVO GmbH does not engage in or support the use of child labour as defined above

1.2 not applicable

1.3 The organisation employs young workers, but where such young workers are subject to compulsory education laws, they work only outside of school hours. Under no circumstances does any young worker's school, work and transportation time exceed a combined total of 10 hours per day, and in no case do young workers work more than 8 hours a day. Young workers do not work during night hours.

1.4 The organisation does not expose children or young workers to any situations – in or outside of the workplace – that are hazardous or unsafe to their physical and mental health and development.

2 **Forced or compulsory labour**

2.1 The organisation does not engage in or support the use of forced or compulsory labour, including prison labour, does not retain original identification papers and does not require personnel to pay 'deposits' to the organisation upon commencing employment.

2.2 Neither the organisation nor any entity supplying labour to the organisation withholds any part of any personnel's salary, benefits, property or documents in order to force such personnel to continue working for the organisation.

2.3 The organisation ensures that no employment fees or costs are borne in whole or in part by workers.

2.4 Personnel have the right to leave the workplace premises after completing the standard workday and be free to terminate their employment provided that they give reasonable notice to their organisation

2.5 Neither the organisation nor any entity supplying labour to the organisation engages in or support human trafficking.

3 **Health and safety**



ISMS-Klassifizierung

- 3.1 The organisation provides a safe and healthy workplace environment and takes effective steps to prevent potential health and safety incidents and occupational injury or illness arising out of, associated with or occurring in the course of work. It minimizes or eliminates, so far as is reasonably practicable, the causes of all hazards in the workplace environment, based upon the prevailing safety and health knowledge of the industry sector and of any specific hazards.
- 3.2 The organisation assesses all the workplace risks to new, expectant and nursing mothers including those arising out of their work activity, to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety.
- 3.3 Where hazards remain after effective minimization or elimination of the causes of all hazards in the workplace environment, the organisation provides personnel with appropriate personal protective equipment as needed at its own expense. In the event of a work-related injury the organisation provides first aid and assist the worker in obtaining follow-up medical treatment
- 3.4 The organisation appoints a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel and for implementing this Standard's Health and Safety requirements.
- 3.5 A Health and Safety Committee, comprised of a well-balanced group of management representatives and workers, is established and maintained. Unless otherwise specified by law, at least one worker member(s) on the Committee is by recognised trade union(s) representative(s), if they choose to serve. In cases where the union(s) does not appoint a representative or the organisation is not unionised, workers appoint a representative(s) as they deem appropriate. Its decisions are effectively communicated to all personnel. The Committee is to be trained and retrained periodically in order to be competently committed to continually improving the health and safety conditions in the workplace. It conducts formal, periodic occupational health and safety risk assessments to identify and then address current and potential health and safety hazards. Records of these assessments and corrective and preventive actions taken are being kept.
- 3.6 The organisation provides to personnel, on a regular basis, effective health and safety training, including on-site training and, where needed, job-specific training. Such training is also repeated for new and reassigned personnel, where incidents have occurred, and when changes in technology and/or the introduction of new machinery present new risks to the health and safety of personnel.
- 3.7 The organisation establishes documented procedures to detect, prevent, minimize, eliminate or otherwise respond to potential risks to the health and safety of personnel. The organisation maintains written records of all health and safety incidents that occur in the workplace and in all residences and property provided by the organisation, whether it owns, leases or contracts the residences or property from a service provider.
- 3.8 The organisation provides, for use by all personnel, free access to: clean toilet facilities, potable water, suitable spaces for meal breaks, and, where applicable, sanitary facilities for food storage
- 3.9 Exempted
- 3.10 All personnel have the right to remove themselves from imminent serious danger without seeking permission from the organisation.

4) Freedom of association & right to collective bargaining

- 4.1 All personnel have the right to form, join and organise trade union(s) of their choice and to bargain collectively on their behalf with the organisation. The organisation respects this right and effectively informs personnel that they are free to join a worker organisation of their choosing without any negative consequences or retaliation from the organisation. The organisation does not interfere in any way with the establishment, functioning or administration of workers' organisation(s) or collective bargaining.

- 4.2 In situations where the right to freedom of association and collective bargaining are restricted under law, the organisation allows workers to freely elect their own representatives.
- 4.3 The organisation ensures that union members, representatives of workers and any personnel engaged in organising workers are not subjected to discrimination, harassment, intimidation or retaliation for being union members, representative(s) of workers or engaged in organising workers, and that such representatives have access to their members in the workplace.

5. Discrimination

- 5.1 The organisation does not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, national or territorial or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age or any other condition that could give rise to discrimination.
- 5.2 The organisation does not interfere with the exercise of personnel's rights to observe tenets or practices or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions or any other condition that could give rise to discrimination.
- 5.3 The organisation does not allow any behaviour that is threatening, abusive, exploitative or sexually coercive, including gestures, language and physical contact, in the workplace and in all residences and property provided by the organisation, whether it owns, leases or contracts the residences or property from a service provider.
- 5.4 The organisation does not subject personnel to pregnancy or virginity tests under any circumstances.

6. Disciplinary practices

- 6.1 The organisation treats all personnel with dignity and respect. The organisation does not engage in or tolerate the use of corporal punishment, mental or physical coercion or verbal abuse of personnel. No harsh or inhumane treatment is allowed.

7. Working hours

- 7.1 The organisation complies with applicable laws, collective bargaining agreements (where applicable) and industry standards on working hours, breaks and public holidays. The normal work week, not including overtime, is defined by law but does not exceed 48 hours.
- 7.2 Personnel is provided with at least one day off following every six consecutive days of working. Exceptions to this rule apply only where both of the following conditions exist:
- National law allows work time exceeding this limit; and
 - A freely negotiated collective bargaining agreement is in force that allows work time averaging, including adequate rest periods.
- 7.3 All overtime work is voluntary, except as provided in 7.4 below, does not exceed 12 hours per week and is not requested on a regular basis.
- 7.4 In cases where overtime work is needed in order to meet short-term business demand and the organisation is party to a freely negotiated collective bargaining agreement representing a significant portion of its workforce, the organisation may require such overtime work in accordance with such agreement. Any such agreement does comply with the other requirements of this Working Hours element.

8. Remuneration

- 8.1 The organisation respects the right of personnel to a living wage and ensures that wages for a normal work week, not including overtime, always meet at least legal or industry minimum standards, or collective bargaining agreements (where applicable). Wages are sufficient to meet the basic needs of personnel and to provide some discretionary income.

- 8.2 The organisation does not make deductions from wages for disciplinary purposes. Exception to this rule applies only when both of the following conditions exist: a) Deductions from wages for disciplinary purposes are permitted by national law; and b) A freely negotiated collective bargaining agreement is in force that permits this practice.
- 8.3 The organisation ensures that personnel's wages and benefits composition are detailed clearly and regularly to them in writing for each pay period. The organisation lawfully renders all wages and benefits due in a manner convenient to workers, but in no circumstances in delayed or restricted forms, such as vouchers, coupons or promissory notes.
- 8.4 The organisation does not use labour-only contracting arrangements, consecutive short-term contracts and/or false apprenticeship or other schemes to avoid meeting its obligations to personnel under applicable laws and regulations pertaining to labour and social security

9. Management System

Complaint Management and Resolution

- 9.1 The organisation has established a written grievance procedure that is confidential, unbiased, non-retaliatory and accessible and available to personnel and interested parties to make comments, recommendations, reports or complaints concerning the workplace and/or non-conformances to the SA8000 Standard.
- 9.2 The organisation has procedures for investigating, following up on and communicating the outcome of complaints concerning the workplace and/or non-conformances to this Standard or of its implementing policies and procedures. These results shall be freely available to all personnel and, upon request, to interested parties.
- 9.3 The organisation does not discipline, dismiss or otherwise discriminate against any personnel or interested party for providing information on SA8000 compliance or for making other workplace complaints.

Management of Supplier and Contractors

- 9.4 Die Organisation wendet die Sorgfaltspflicht, die in diesem Abschnitt beschrieben ist für Lieferanten/Sub-Lieferanten, privaten Arbeitsvermittlern und Unterlieferanten an.

Additional requirements

Rights of minorities and indigenous people

Indigenous peoples have the right to the full enjoyment, as a collective or as individuals, of all human rights and fundamental freedoms as recognized in the Charter of the United Nations, the Universal Declaration of Human Rights and international human rights law.

(Attachment to RESOLUTION 61/295 of the UN general assembly)

Policy/principle regarding water, land and forest rights and forced eviction

In many developing countries access conditions and ownership structures regarding land, forest and water are neither clear nor mandatory regulated.

Therefore, promotion of a responsible land policy is supported. The goal is to protect not only the property and use rights documented but customary rights regarding land use.

Within customary rights it is to be refrained from forced evictions to not take away peoples livelihood.

This is based on the voluntary guidelines for a responsible management of soil and land use rights, fishing grounds and forests and principles for a responsible agricultural investment by the UN committee on world food security.

These guidelines set international standards agreed on to esteem land rights of local populations, fight corruption and promote responsible investments.

Addition to SDG 13, reporting of greenhouse gas emissions

To clarify increase of greenhouse gas emissions and EVO GmbHs participation in it, a reporting of greenhouse gas emissions has been established.

Energy efficiency

The organisation is obligated to the optimal use of available energy sources.

Air quality

EVO GmbH is aware of its contribution to air pollution and reduces it to improve air quality.

Conscientious management of chemicals

EVO GmbH is responsible for safety and health protection regarding used chemicals and is listing risk assessments and creates instruction manuals for hazardous materials and a hazardous substances register.

Addition to SDG 6,7 and 12, sustainable management of resources

The organisation ensures a sustainable management of resources to fulfil today's generations need without endangering those of future generations. This requires a fair and economic long-term management of resources.

Addition to SDG 12 and 15, waste prevention and recycling

The organisation avoids, more specifically minimises, waste caused by them and brings waste, if inevitable, back into recycling circles.

Addition to SDG 15, soil quality

EVO GmbH take actions to prevent soil quality or rather minimise or eliminate negative impacts – if applicable and caused by the organisation.

Biodiversity, land use and deforestation

EVO GmbH stands up to preserve biodiversity, sustainable land use, guidelines regarding water, land and forest rights and forced evictions and stands up to preserve forests.

Use of private or public security services

If private or public security services are needed, requirements noted in part M, Compliance and O, additional requirements are to be met.

Decarbonisation

Decarbonisation means to reduce CO2 emissions with the long term goal to not emission greenhouse gases due to economic activity.

Animal welfare

The organisation ensures to consider responsibilities to animal welfare during work activities.

Noise emissions

EVO GmbH undertakes action to minimise or reduce noise generated during its operation.

14 Plagiarisms

The presumption of third-party intellectual achievements must be excluded. This refers to the adoption of third-party texts or other representations or ideas, e.g., newspaper, magazine articles, photos, films, sound recordings, music as well as inventions, designs, scientific findings, melodies or both at the same time.

15 Antitrust law

The Supplier pledges to the consequent application of the national and international antitrust law.

16 Conflict of Interest

A conflict of interest is defined as a set of conditions that allow professional judgment regarding a primary interest, the employer's interest, to be inappropriately influenced by the emergence of a secondary interest, personal or employee interest. Conflicting interests prevent us from continuing to work on objectively completing tasks or solving problems. This situation opens a vulnerability to corruption and bribery.

17 Whistleblowing

Whistleblowers are granted the protection according to the law proposal of the German government Hinweisgeberschutzgesetz – HinSchG) issued 27.July 2022.

https://www.bmj.de/SharedDocs/Gesetzgebungsverfahren/Dokumente/RegE_Hinweisgeberschutz.pdf;jsessionid=2D7360398830D9A87F0C0369B34AB526.2_cid324?_blob=publicationFile&v=2

When the law is coming into force the content will be incorporated.

18 Financial Responsibility (Accurate Records)

All persons employed by the supplier are committed to complying with financial responsibility and accurate records in accordance with national and, where applicable, international laws and regulations.

19 Export Control and Sanctions Lists

All persons employed by the supplier are committed to checking EU sanctions lists and export controls in accordance with national and, where applicable, international laws and regulations.

20 Contract duration/termination

This requirement comes into force upon signature by both contracting parties. It is closed for an indefinite period and can be terminated by any contractual partner with a notice period of twelve (12) months at the end of a calendar year, provided that no specific project between the contractual

partners provides for a shorter or longer notice period. In this case, the shorter or longer notice period applies.

The termination of this requirement has no effect on the continued existence of contracts concluded between the contracting parties during the validity of this requirement. The terms of this requirement continue to apply to these contracts.

21 Applicable documents

The documents that can be called up on the EVO homepage (under Downloads), are an additional component of this requirement.

22 Closing conditions

a. Contract changes

Changes and additions to this requirement require the written form to be effective. This also applies to the cancellation of the written form clause.

b. Severability clause

Should individual parts of this requirement be or become ineffective, the effectiveness of the remaining requirements will not be affected. The relevant gaps must be set in such a way that the intended purpose is achieved.

c. Place of jurisdiction

The place of jurisdiction is Munich.

d. Applicable law

The law of the Federal Republic of Germany applies, the validity of the UN sales law is excluded.