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## INTRODUCTION

### The Novo Nordisk Responsible Sourcing Standard

The Responsible Sourcing Standard (RSS) was developed to provide comprehensive guidance of our requirements for responsible business conduct, consistent with applicable laws and internationally recognized standards. It details our global compliance principles and expectations on our suppliers' business conduct. Our Responsible Sourcing Standard is aimed at (i) protection of the environment and climate, (ii) protection of human, employment and social rights, (iii) combating bribery and corruption in all its forms, and (iv) supporting good governance of responsible business conduct, across differences in cultures, legal requirements and ethical norms among countries where we produce, source, or otherwise procure goods or require services. Therefore, the highest level of protection of or obligations towards individuals and nature must be followed.

At Novo Nordisk, we want to work with businesses and suppliers who are aligned with our values, and we expect all our suppliers globally to apply these standards within their own organisation and their respective value chains. Through shared values and a commitment to responsible business conduct, we aim to create a virtuous circle that delivers positive impacts on millions of lives worldwide.

The RSS is aligned with our business goals of reducing our environmental footprint and increasing our social impact. The RSS is intended to encourage responsible business through continuous engagement and improvement.

### International Instruments and Standards

The RSS is based on the foundation of CSDDD, as well as the UNGP and the OECD Guidelines, the eight fundamental conventions identified in the Declaration of the International Labour Organization on Fundamental Principles and Rights at Work and the International Bill of Human Rights (including the UDHR, ICESCR, and ICCPR), and other relevant international instruments, laws and standards, as applicable.

This RSS includes our requirements for and expectations of our Suppliers. It details certain prohibitions and obligations concerning the topics outlined above, in accordance with internationally recognised instruments and standards.

The RSS does not aim at prioritising between or discriminating against any prohibitions, rights or obligations; instead, the specific requirements and expectations set out in this RSS serves as guidance for our Suppliers as to certain important rights and topics that the Suppliers must never neglect throughout our business relationship.

## Scope & Applicability

- This RSS applies to all of Novo Nordisk Suppliers globally with whom Novo Nordisk has a commercial relationship regarding the provision of goods and/or services to Novo Nordisk. This includes, but is not limited to; manufacturers, suppliers, contractors, agencies, distributors, transportation carriers and any other entity supplying goods and/or services. Our Supplier must obtain contractual assurance from its Business Partners that are a part of the Novo Nordisk value chain, ensuring compliance with the Novo Nordisk (or similar) Responsible Sourcing Standard.
- The RSS is a contractual obligation that our Suppliers are required to commit to and comply with. Where local laws dictate any additional requirements, those will be applicable along with the requirements mentioned in the RSS. In addition, we encourage our Suppliers to continuously improve their own operations in line with the RSS.
- If a Supplier has adopted a responsible sourcing standard (or similar) that is equal to or more restrictive than the RSS, this can be applicable along with the RSS. Nonetheless, Suppliers must guarantee that their standard complies with the requirements in the RSS. In the event of any conflict, the RSS shall prevail.
- The Supplier must make relevant Workers aware of, and procure their adherence to, the specific requirements of this RSS.
- Insofar as certain sections of the RSS cannot be complied with by the Supplier due to regulatory requirements, or non-applicability due to the nature of the business/service, inter alia as regards the use or storage of chemicals, Conflict Minerals, onsite canteens or dormitory, the Supplier will not be required to comply with those specific sections of the RSS so that the Supplier will not be held liable for this non-compliance with the RSS audits but shall instead comply with applicable legislation.
- Insofar that the Supplier is an SME, the RSS applies in its entirety, whereas Novo Nordisk will provide targeted and proportionate support, where necessary.



## CHAPTER 1: SUPPLIER COMMITMENT

Suppliers must demonstrate a commitment to the requirements outlined in the RSS by implementing management systems and maintaining relevant compliance policies. Novo Nordisk reserves the right to conduct audits to ensure compliance with the RSS. If any findings arise, the Supplier is required to actively engage and collaborate with Novo Nordisk to implement necessary corrective actions.

### 1.1 Company Commitment

- Suppliers must have a corporate social, human rights, and environmental responsibility policy statement affirming the Supplier's commitment to compliance and continual improvement, endorsed by executive management.
- The Supplier must communicate and train Workers on their rights and obligations as regards environmental matters, climate, employment conditions, contract (including pay, hours, overtime, benefits, leave, discipline), human rights, combating bribery and enhancing good governance and grievance procedures as defined by this RSS and applicable laws.

### 1.2 Due Diligence and Management Systems

The Supplier's due diligence processes and management system must be designed to ensure:

- Compliance with applicable laws, regulations and Novo Nordisk's requirements related to the Supplier's operations, services, goods, and products.
- The Supplier must identify, mitigate and document operational risks related to the RSS, and the Supplier should also facilitate continual improvement.
- The Supplier must ensure that compliance with the RSS, or an equivalent standard upheld by the Supplier, is made available and known to Workers.

### 1.3 Audits

- Audits for responsible sourcing will be conducted according to the RSS to ensure compliance, and Novo Nordisk reserves the right in its sole discretion to reject the Supplier's responsible sourcing standard (or similar) if deemed necessary.
- Suppliers must cooperate and engage on a regular basis to actively mitigate adverse impacts from its operations and resolve all findings that may affect the lives of Workers, the environment, or surrounding communities.



- Suppliers must fully cooperate with audits by providing access to Novo Nordisk and/or designated third-party representatives to review relevant documentation and interview Workers and other contractors. Audits scheduled with at least 30 days' notice, may be conducted on-site at the Supplier's premises.

#### **1.4 Corrective Action Process**

- Suppliers must establish and maintain a process for timely correction of any deficiencies or violations of this RSS identified by an internal or external audit, assessment, inspection, investigation, review, or otherwise occurring as an adverse impact on any of the topics concerned by this RSS.
- If non-conformities are identified during audits, the Supplier and Novo Nordisk will work together to identify and implement corrective action(s). The Supplier must adopt and implement an enhanced corrective action plan to prevent, mitigate or bring to an end the adverse impacts on the topics concerned by this RSS. Corrective action(s) must be agreed upon within 30 days and the Supplier shall initiate and implement such action(s) within the agreed time frame.
- Novo Nordisk may suspend or terminate the contractual relationship between Novo Nordisk and the Supplier for breach if the Supplier or its Business PartnerSub-suppliers fails to comply with the RSS by not adopting or implementing an enhanced corrective action plan.

#### **1.5 Documentation and Records**

- Suppliers must maintain appropriate documentation and records to ensure regulatory compliance.
- Upon request by Novo Nordisk, the Supplier must at any time grant access to such documentation and records to Novo Nordisk.



## CHAPTER 2: HUMAN RIGHTS & LABOUR RIGHTS

Novo Nordisk treats adverse impacts of human rights as a zero-tolerance issue. Novo Nordisk is committed to meeting the responsibility to respect human rights throughout our global value chains. The following standards outline Novo Nordisk's requirements for Suppliers in terms of human rights, which include but are not limited to non-discrimination, freedom of association, and fair labour practices. Each section details specific requirements and guidelines to ensure fair and legally compliant workplace practices within the Suppliers' activities.

### 2.1 General Requirements

- Suppliers must respect all internationally recognised human rights, avoid infringing on the human rights of others and address adverse human rights impacts with which they are involved.
- Severe adverse human rights impacts are those where delayed actions would make the human rights harm difficult to undo and put right. Examples are human rights violations that result in fatalities, child labour, torture, forced labour and slave-like practices, or systematic harm affecting several people or targeted at population groups.

### 2.2 Avoid, Prevent and Mitigate

- Suppliers must avoid causing or contributing to adverse human rights impacts through their own activities and address such impacts when they occur and report them to Novo Nordisk.
- Suppliers must seek to prevent or mitigate risks including adverse human rights impacts that are directly linked to their operations, products or services by their Suppliers, and address such impacts when they occur and report them to Novo Nordisk.

### 2.3 Freely Chosen Employment

- Suppliers must not use forced labour, whether in the form of punitive labour, indentured labour, bonded labour or permit the trafficking in persons for the purposes of forced labour.
- Suppliers must take steps to ensure that slavery or human trafficking is not taking place in their own business or that of their supply chain.

## 2.4 Child Labour and Young Workers

- The Supplier must not hire or use child labour Workers who are younger than fifteen (15) years old. If the national laws in the manufacturing country differs from the standards, the higher minimum age is applied.
- Suppliers must meet all relevant child labour laws and must keep all necessary records, including those about recruitment, proof of age documents, parental permission, wages, hours worked, overtime and working conditions.
- If Suppliers have young Workers who are the legal age for employment (15), but younger than 18, they must not perform hazardous work or work that can harm their education or health such as handling chemicals, heavy physical labour and night shifts.

## 2.5 Freedom of movement

- Suppliers must not restrain the freedom of movement of Workers, including movement in canteens, during breaks, using toilets, accessing water, or accessing necessary medical attention, to maintain labour discipline.

## 2.6 Non-Discrimination

- The Supplier must not discriminate in recruitment and employment practices. All employees shall have equal access to employment, including hiring, salary, benefits, advancement, training, allocation of work, or retirement, and shall not be subject to discrimination in discipline or termination, regardless of but not limited to, their social origin, union membership, identity, race, age, political affiliations, belief, any other personal characteristics, protected status, or any other status.

## 2.7 Harassment, Abuse and Disciplinary Action

- The Supplier must treat every employee with respect and dignity. There shall be no room or tolerance for verbal-, psychological-, physical-, or sexual harassment, abuse, threats, or intimidation in the workplace. Suppliers must not use any form of physical, psychological, or verbal violence, including slaps, screaming, yelling, or the use of threatening, demeaning, or insulting language, to maintain labour discipline.
- The Supplier must comply with all national laws, regulations and procedures concerning discipline, violence, harassment, and abuse, including that which is gender-based.



- The Supplier must not use monetary fines and penalties to maintain labour discipline, including for poor performance, for broken or lost tools/machinery, or for violating company rules, regulations, and policies.
- The Supplier must be able to document such practices e.g. by having a written policy on the subject and enforcing it through the relevant grievance procedure.

## **2.8 Freedom of Association and Collective Bargaining**

- The Supplier must recognise and respect the right of employees to join and organise associations of their own choosing and to bargain collectively without any interference from Suppliers. Where the right to freedom of association and collective bargaining is restricted under law, the Supplier must facilitate, and must not hinder, the development of parallel means for independent and free association and collective bargaining.
- The Supplier must comply with national laws, rules, and procedures protecting the rights of Workers to organise and bargain collectively. Where local laws and standards applicable to the Workers of the Supplier differ, the Supplier must follow the strictest applicable standard.
- Workers, without distinction whatsoever, must have the right to establish and to join organisations of their own choosing, subject only to the rules of the organisation concerned, without previous authorisation. The right to freedom of association begins at the time that Workers seek employment and continues through the course of employment, including eventual termination of employment, and is applicable as well to unemployed and retired Workers.
- Worker Representatives and Workers shall be able to raise issues regarding compliance with a collective bargaining agreement by Suppliers without retaliation or any negative effect on their employment status.



## CHAPTER 3: EMPLOYMENT PRACTICES

This section encompasses requirements related to employment management, including, but not limited to, recruitment, hiring, termination, and the fair treatment of a diverse range of workers, including contingent, temporary, and migrant workers within the Suppliers' operations.

### 3.1 Employment Management Systems

- Suppliers must have in place and maintain proper and accurate records governing all aspects of employment including, but not limited to recruitment, hiring, probation and termination. This includes *inter alia* written terms and conditions of employment, job descriptions, administration of compensation, and working hours for all positions, through to retrenchment and termination processes.
- Suppliers must provide an orientation to all new employees at the time of hiring, which includes explanations of the Supplier's rules, compensation package, working hours, grievance systems, industrial relations, including respect for the right to freedom of association, Workers' rights and responsibilities, health and safety practices.
- Suppliers must adopt and adhere to rules and conditions of fair, equitable and safe employment that respect Workers and, at a minimum, safeguard their rights under national and international labour and social security laws and regulations.

### 3.2 Recruitment: Hiring and Termination

- Suppliers must have policies, measures, and tools in place to ensure that all processes in their employment management, including prior to, during, and after employment, are free from discrimination.
- Suppliers must provide equal opportunities for development and education, such as relevant training and learning, to all workers.
- All Workers must have the right to enter and to terminate their employment freely in accordance with applicable laws. Workers are free to leave their jobs after applicable or reasonable notice and must be paid on time and in full for the work they have performed prior to leaving or otherwise earned the right to receive.
- Suppliers must abide by applicable law pertaining to preventing, mitigating and bringing to an end the use of forced labour, modern slavery, and human trafficking. When requested, the Supplier must provide written certification to Novo Nordisk that the materials used in their products or services comply with the applicable laws regarding forced labour, modern slavery and human trafficking.

### 3.3 Labour Contracts

- The Suppliers must provide employees with a written and signed employment contract outlining the terms and conditions of employment, working hours, overtime requirements, wages, probation, location, benefits etc.
- For migrant Workers, Suppliers must (i) provide their employment contract in the Worker's native language prior to departure from their country of origin, or (ii) ensure and, if necessary, document that the migrant Worker understands the language in which the employment contract is provided.
- The Supplier may solely change an employment/labour contract (i) if there is a mutual agreement or if the original terms allow it, and (ii) if the changes are not to the Worker's detriment or the Worker has the right to appropriate compensation.
- The Supplier may reserve the right to vary certain terms in the Worker's agreement, under a 'variation' or 'flexibility' clause, such as working hours, days etc., but the wording must be clearly stated as to the type of changes permitted by the Supplier.
- Where a Supplier include the right to change the Worker's work location, type of work, mandatory overtime etc., the Worker has the right to refuse and be offered (i) an alternative or (ii) termination, if the changes are deemed material to the Worker's detriment.

### 3.4 Contract, Contingent, Temporary or Migrant Workers

- The Suppliers must ensure that contract, temporary, contingent or migrant Workers receive all the required benefits and wages within the country of hire and that these Workers are also otherwise entitled to the same or similar protection as the laws applying to other workers within the country of hire.
- The Suppliers define the job functions that these Workers are hired to perform and maintain all information on the use of these Workers in relation to their production or service needs for Novo Nordisk, including personnel files and employment information.
- Suppliers must not hire these Workers as a means to support continuing business needs on a long-term. If the Supplier uses temporary fixed contracts for consecutive employment, to prevent abuse arising from the use of successive fixed-term employment contracts, the Supplier must:
  - Follow - at a minimum - their countries' requirements on regulation of fixed-term employment contracts (ILO-EPLex)
  - Provide objective reasons for renewal of contracts with total duration of fixed-term employment contracts, including the number of renewals.
  - Not renew contracts for multiple successive short term in lieu of providing regular employment.

- Seniority and other benefits eligibility must be dated from the Worker's first date of employment and not from the first day of permanent employment in the cases where temporary, contingent, contract or migrant Workers become permanent employees of the Supplier.

### **3.5 Personal Identification and Other Documents**

- Neither the Supplier, nor Sub-suppliers - such as employment agencies and other intermediaries - must require Workers to handover their identity papers to secure employment. Identity papers include passports, travel documents, and other personal legal documents. Suppliers may obtain copies of original documents for legal purposes and record-keeping purposes to the extent this is in accordance with applicable local law.

### **3.6 Employment Fees, Costs and Penalties**

- The Supplier must ensure that no Worker is required to pay any fees or incur any costs during the recruitment process to secure employment such as obtaining residency permits, work visas, medical insurance, travel, skills training etc., and the Supplier must cover such expenses on behalf of Workers.
- There can be no employment terms which allow Suppliers, employment agencies or intermediaries to withhold wages already earned, to use earned back wages as penalties, or to punish workers for terminating employment with the exception of situations where the Supplier has paid the Worker a significant sign-on fee or covered extensive costs (such as for education or moving costs), which to a reasonable extent must be paid back partially or fully in the event of early resignation.



## CHAPTER 4: COMPENSATION, WAGES & BENEFITS

Suppliers are expected to adhere to the RSS to ensure fair and legally compliant practices concerning compensation, wages, and benefits for Workers, as well as working hours, overtime, and probationary wage policies within the Supplier's operations.

### 4.1 Compensation

- The Supplier must acknowledge that every Worker has a right to fair and legal compensation for a regular work week. There must be no differences in compensation for Workers for work of equal value based on but not limited to, their social origin, union membership, identity, race, age, political affiliations, belief, any other personal characteristics, protected status, or any other status.
- Suppliers must comply with all legal requirements on wages and provide any benefits required by law and contractual agreement.
- The Supplier must provide paid annual leave and holidays as required by law or which meet the local industry standard, whichever is greater.
- Workers must be paid at least the minimum wage or the appropriate prevailing wage and compensated at a premium rate for overtime.
- Workers shall be paid on time and in full according to applicable wage laws including minimum wages, overtime, and mandated benefits.
- For each pay period, the Supplier must provide Workers with an understandable wage statement which includes days worked, wage or piece rate earned per day, hours of overtime at each specified rate, bonuses, allowances and legal or contractual deductions.
- Wage deductions as a disciplinary measure shall not be permitted. Wage deductions for other reasons may only occur with the permission of the Worker concerned.

### 4.2 Working Hours and Overtime

- Suppliers must commit to providing reasonable working hours which do not regularly exceed 60 hours per week. In cases of overtime, working hours must not regularly exceed 48 hours and overtime shall not regularly exceed 12 hrs per week.
- Overtime shall be infrequent, voluntary, and compensated at a higher rate exceeding the regular hourly compensation rate, stipulated by applicable law.
- Accurate records of regular and overtime working hours must be maintained for all Workers.

- Suppliers must provide at least one day off in every 7-day period (a consecutive 24-hour rest day), as well as statutory leave and holidays.
- Break time must be respected as per the national laws and regulations.
- To the extent that more specific legislation deviates from the above (*inter alia* in relation to offshore work), such rules may instead be followed by the Supplier where these rules apply.

### 4.3 Probation Wage

- Where probationary employment is legally allowed, no Worker shall work more than six months in this employment category and must receive, at least, legally mandated benefits and the minimum wage for regular Workers or the prevailing industry wage for regular Workers, whichever is higher.



## CHAPTER 5: SAFE AND HEALTHY WORKERS AND COMMUNITIES

Creating safe and healthy worker and community environments is essential for fostering well-being, productivity, and sustainable development. The Supplier must safeguard the physical and mental well-being of employees while at work and mitigate negative impacts.

### 5.1 Health & Safety

- The Supplier must provide a safe and healthy workplace and accommodation setting to protect Workers from unnecessary exposure to chemicals, physical or mental hazards, prevent accidents and injury to health arising out of, linked with, or occurring in, the course of work at the Supplier's services or facilities. Workers must have sufficient health and safety training, access to clean washroom facilities and potable water, and clean and safe accommodations that meet their basic needs.
- Suppliers must comply with applicable national laws, regulations and procedures concerning health and safety.
- Suppliers must develop, maintain, and regularly review health and safety policies to ensure that they comply with applicable national laws and regulations.
- Suppliers must identify potential safety risks and hazards in the workplace and inform and train Workers accordingly.
- Suppliers must notify the relevant national and/or local authorities of all illnesses, accidents, and workplace emergencies as required by applicable laws.
- Suppliers must properly manage and make available all documents required to Workers and management by applicable laws (e.g. health and safety policies, SDS emergency procedures in the local language and language spoken by the Workers, if different from the local language).
- All facilities, including workplace offices, warehouses, buildings, toilets, canteens, kitchens, and clinics, shall be kept clean, safe and follow all applicable laws, including relevant sanitation, medical, and safety and health regulations.
- All food made available to Workers shall be prepared, stored, and served in a safe and sanitary manner in accordance with all applicable laws and international standards.
- Safe and clean drinking water must always be freely available.
- Suppliers must always provide access for Workers to toilets and sanitary facilities.

## 5.2 Permits and Certificates

- Suppliers must always be in possession of all legally required and valid permits and certificates related to health, safety, and environmental issues, such as but not limited to:
  - Purchase, storage and handling of chemicals and/or other hazardous substances
  - Fire safety inspections
  - Waste disposal and management
  - Machinery inspections
  - Environmental licenses/permits
  - Vehicle inspection and driver permits for all employer provided transportation
  - Sanitation permits, including those required for canteens/kitchens.

## 5.3 Chemical Management

- All chemicals and hazardous substances must be properly labelled (also in the language of Workers, if different from the local language) and stored in secure and ventilated areas and disposed of in a safe and legal manner, in accordance with applicable laws and international standards.
- Workers must receive training, appropriate to their job responsibilities, concerning the hazards, risks and the safe use of chemicals and other hazardous substances.
- Avoid unnecessary chemical or biological exposure by selecting substances in the lowest possible risk group (e.g. carcinogenic, poisonous, VOC exposure).
- For chemicals used in Novo Nordisk products, services, and production, Suppliers must properly manage, make available and use SDS and/or TDS.

## 5.4 Emergency Preparedness, Evacuation Requirements and Procedure

- Suppliers must identify and assess emergency situations in the workplace, and any provided living quarters by implementing emergency plans and response procedures.
- Emergency plans must be documented and regularly evaluated to mitigate the risks, updated, and communicated to all Workers, visitors, and Sub-suppliers working on the site.
- Suppliers shall provide sufficient fire exits, escape routes and firefighting equipment.
- Suppliers must ensure compliance with all applicable requirements, or recommended elements, of safe evacuation, including, but not limited to all the following elements:



- Posting evacuation plans
- Installation and maintenance of fire alarms and maintenance of emergency lighting
- Worker education and training on evacuation procedures and fire drills
- Documentation must be maintained and made available upon request
- Ensuring aisles/ exits are not blocked and that workers are not blocked within their workstations
- Alarm systems shall be regularly tested, and evacuation drills shall be undertaken at least annually

## **5.5 Worker Protection, Safety Equipment, Personal Protection Equipment**

- All safety, medical and fire equipment must be maintained, stocked and available in sufficient numbers throughout the workplace, and easily accessible to Workers
- Workers must be provided at no cost with all the appropriate and necessary PPE, including replacement parts (e.g. gloves, eye protection, hearing protection, respiratory protection) to effectively prevent unsafe exposure (e.g. inhalation or contact with solvent vapours, noise, dust) to health and safety hazards, including medical waste.
- Workers must be trained in the proper usage of PPE including adequate testing, storage, cleaning, expiration, discharge, and maintenance.
- Suppliers must ensure that all safety information and signage is clearly displayed including warning signs, hazardous materials and type of PPE.
- Suppliers must conduct regular, noise, light, and air quality tests in accordance with local legal requirements.
- Workstations, including seating and standing arrangements, must be designed and set-up in such a manner as to minimise bodily strains.
- Suppliers must train Workers in proper lifting techniques and provide necessary items such as lifting belts or technical equipment, whenever possible.

## **5.6 Medical, Accident and Incident**

- Suppliers must have an appropriate stock of medical supplies in accordance with the type of business being conducted and the number of Workers, and such supplies must always be maintained. Medicines of which the expiration date has passed must be replaced immediately.
- Suppliers must record, investigate, and maintain all near misses and accidents to the proper authorities and treat all incidents and non-conformities. Corrective actions to eliminate the root cause(s) and avoid recurrence or occurrence must be set following the hierarchy of controls (risk reduction control) and be documented

## 5.7 Machine Safety

- All production machinery, equipment and tools must be safe, properly guarded, safety measures in place and regularly maintained.
- Workers must receive training and to operate specialized machinery, including but not limited to the proper use and safe operation of machinery, chemicals, electrical equipment and locking mechanisms, pressurized devices, safeguards, isolators, emergency off switches and tools they use.

## 5.8 Safe Transportation

- Where the Supplier provides dedicated transport for the movement of their workforce to the workplace, these must conform to the minimum standards in the appropriate national transport legislation. In the absence of such legislation, the management shall make every reasonable effort to minimize risk to the workforce whilst transporting them.

## 5.9 Dormitory Facilities

- Suppliers that provide or procure through employment agencies or other Sub-suppliers, dormitory facilities must adhere to applicable law related to health, safety, and environment, including fire safety, sanitation, risk protection and electrical, mechanical, and structural safety. All dormitories shall be kept secure, clean, and have safety provisions (e.g. fire extinguishers, first aid kits, unobstructed emergency exits, emergency lighting) that are appropriate considering the characteristics of the dormitory facilities.

## 5.10 Unlawful Eviction or Land Deprivation

- Suppliers must not engage in unlawful eviction or land deprivation. Land-grabbing is strictly prohibited.
- Suppliers must assess their potential and actual impact on local communities and vulnerable groups, such as indigenous people, and address it appropriately through timely information and consultation with those groups based on the principles of free, prior, and informed consent of the affected groups and communities.



## CHAPTER 6: DATA PRIVACY

When processing personal data, Suppliers to Novo Nordisk must respect the privacy of individuals and safeguard personal data through the implementation of appropriate technical and organisational measures and maintain policies and procedures to be able to identify, manage and mitigate personal data breaches.

### 6.1 Data Privacy

- Specific protective measures must be put in place to ensure the confidentiality and security of sensitive personal data including but not limited to for example patients and bio-sample doners, whose personal data the Supplier comes into contact with.
- When processing personal data, the Supplier must always adhere to applicable law and the fundamental principles of protection of data privacy.
- The Supplier must safeguard personal data through the implementation of appropriate technical and organisational measures. Specific protective measures must be put in place to ensure the confidentiality and security of sensitive personal data.
- The Supplier must ensure transparency and only make lawful and proportionate use of personal data. Personal data provided by Novo Nordisk or collected by the Supplier on behalf of Novo Nordisk must only be used, handled and disclosed as permitted by Novo Nordisk in the contractual relationship between these parties.
- The Supplier must ensure that access to personal data is limited to the greatest extent possible.



## CHAPTER 7: ENVIRONMENTAL SUSTAINABILITY

Today's environmental challenges are more critical and urgent than ever, which is why Novo Nordisk has pledged to achieve net zero emissions across our entire value chain by 2045 at the latest. With growing consumption, industrialisation, and urbanisation posing threats to the environment and global health, we recognize the impact of our operations, including the significant use of water, energy, and resources in medicine manufacture, and the resulting waste from product usage. As we confront major environmental issues such as climate change, water scarcity, pollution, and plastic waste, we are committed to leading the change and have taken a comprehensive, company-wide approach to address environmental concerns, aspiring to achieve zero environmental impact, and we seek the support of all our suppliers on our journey.

### 7.1 Environmental Impacts

- Suppliers must work to responsibly use, manage, and conserve natural resources, minimising pollution, and embrace sustainable practices reducing the negative environmental impacts their service or workplace operations have on the environment, human health, and surrounding communities.
- Suppliers must develop, maintain, and regularly review environmental policies to ensure that the policies comply with applicable national laws, regulations, multilateral environmental agreements. These policies should include procedures to minimise environmental impacts with respect to, but not limited to, energy, air emissions, water, waste, hazardous materials, and other significant environmental risks caused by the Suppliers' business activities.
- Suppliers must maintain a high level of emergency management preparedness to handle and mitigate/remediate any environmental emergencies.

### 7.2 Spills and Releases

- Suppliers must have environmental management systems in place to ensure the safe use, handling, movement, storage, disposal, recycling, reuse or management of raw materials, substances, chemicals, waste, wastewater discharges and other emissions to air, soil and water.
- Any waste, wastewater, and other substances or emissions to air, soil and water with the potential to impact human or environmental health in a harmful way shall be appropriately managed, treated and contained, when necessary, prior to release in accordance with applicable laws and regulations.

- Suppliers must ensure effective protection to prevent and mitigate accidental spills and releases to the environment and to ensure that soil, air, noise, water and odour pollution are within threshold values/limits as defined by applicable laws and regulations.

### 7.3 Climate Change

- Suppliers must have a plan to pursue sourcing of renewable energy, and Suppliers are expected to increase their renewable energy share on a yearly basis.
- Suppliers must develop a climate strategy.

### 7.4 Water

- Suppliers must have water management plans to reduce water withdrawals, to monitor and reduce pollutants in discharge water and to enhance water-use efficiency and recycling for operations.
- Suppliers must assess the water stress of the water basins in which their operations and supply chain are located in as defined by WRI Aqueduct 4.0. Priority actions for water basins with high (40-80%) and extremely high (>80%) water stress must be incorporated into water management plans.

### 7.5 Resource Use and Waste

- Suppliers must strive for circularity, taking measures to improve efficiency of energy, water, materials and reduce the consumption of resources.
- Suppliers must take measures to identify sources of materials that are non-toxic, renewable, and recycled and to incorporate them into products supplied to Novo Nordisk. Where identified as a high-risk raw material or commodity (at an international, national, or regional level), Suppliers shall provide eco-labels or equivalent third-party certifications for these materials to ensure sustainable sourcing.
- Suppliers must implement recycling by reuse of materials and products and use non-scarce and recyclable materials where feasible.
- Suppliers must strive to eliminate all unnecessary packaging.

### 7.6 Nature and Biodiversity

- Suppliers must understand their impacts and dependencies on biodiversity and nature in their direct operations and supply chains and take actions to mitigate adverse impacts and safeguard their dependencies wherever possible.



- Suppliers must take action to increase the transparency and traceability in their supply chains.
- Suppliers must have a publicly available conversion and deforestation-free commitment and framework in place for their direct operations and supply chains.

## **7.7 Avoidance of conflict minerals**

- Suppliers must adopt a policy and exercise due diligence on the source and chain of custody of all Conflict Minerals in the products they manufacture to reasonably assure that they are sourced in a way consistent with the OECD Mineral Guidance or an equivalent recognised due diligence framework.
- Suppliers must document and disclose any use of Conflict Minerals from a country that has directly or indirectly financed or benefited armed groups if relevant for the functionality of the final product manufactured by Novo Nordisk.



## CHAPTER 8: BUSINESS ETHICS

The Supplier must conduct their business in an ethical manner and act with integrity to avoid all forms of corruption, including bribery, extortion or other abuses of power to gain an undue or improper advantage. This applies to all relevant stakeholders including Workers, contractors, anyone working on behalf of the Supplier.

### 8.1 Anti Bribery & Corruption

- All forms of bribery, corruption, extortion, facilitation payments, and embezzlement are prohibited.
- Suppliers must not offer, promise, pay, request, give or accept any inappropriate financial or material benefits (i.e. anything of monetary value) or participate in other illegal inducements to obtain undue or improper advantages.
- Suppliers must declare any conflict of interest that may affect the performance of tasks or the provision of services to Novo Nordisk.
- Suppliers must have their own anti-corruption/bribery policy and procedure that includes zero tolerance towards bribery and corruption in all forms.



## CHAPTER 9: GRIEVANCE MECHANISM

The Supplier must establish procedures that allows Workers to confidentially, anonymously, or directly raise and address concerns, complaints, or grievances related to but not limited to; their work environment, working conditions, or treatment, without fear of reprisal or retaliation.

### 9.1 Effective Grievance Mechanism

- The Supplier must implement procedures at their place of work that allow all Workers to raise and address grievances concerning the scope of the RSS confidentially, anonymously, and/or directly, without fear of reprisal or retaliation. The procedure shall be made available to all Workers and be clearly communicated in a language that the Workers understand. The Supplier must promptly respond to Workers' concerns.
- The Supplier must have in place written procedures to address Workers' concerns promptly and fairly, using an understandable and transparent process that provides timely feedback to those concerned including providing the complainant with adequate opportunity to meet with the Supplier's representatives to discuss the grievance and potential remediation and providing the complainant with the reasons why the complaint was considered founded or unfounded.
- The Supplier must have in place procedures to track the number, types, timing and resolution of grievances, and to communicate the resolution of grievances to the workforce.
- The grievance procedure must not be used to undermine the role of trade unions and collective bargaining processes and must not hinder access to other existing judicial, arbitral or administrative procedures.
- The Supplier shall have a system in place to ensure anonymity or confidentiality of the identity of the Worker submitting the grievance to prevent retaliation against or discrimination towards Workers who are filing grievances, including grievances regarding harassment, abuse, violations of factory procedures, compensation, or unsafe working conditions.



## ANNEX: DEFINITIONS

<b>"Conflict Minerals"</b>	Columbite-tantalite, cassiterite, wolframite (or their derivatives tantalum, tin and tungsten) or gold, and any other minerals subject to legal requirements to avoid sourcing from conflict-affected areas
<b>"CSDDD"</b>	Directive (EU) 2024/1760 of the European Parliament and of the Council of 13 June 2024 on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859 (as amended from time to time)
<b>"EU/EAA"</b>	European Union / European Economic Area
<b>"GDPR"</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (as amended from time to time)
<b>"Grievance"</b>	any complaint, concern, or dispute raised by an employee, stakeholder, or third party regarding the conduct, policies, procedures, or practices of the Supplier
<b>"ICESCR"</b>	the International Covenant on Economic, Social and Cultural Rights
<b>"ICCPR"</b>	International Covenant on Civil and Political Rights
<b>"ILO"</b>	International Labour Organization
<b>"Novo Nordisk"</b>	Novo Nordisk A/S or any member of the Novo Nordisk Group
<b>"OECD Guidelines"</b>	the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (as amended from time to time)
<b>"OECD Mineral Guidance"</b>	OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (as amended from time to time)
<b>"PPE"</b>	Personal Protection Equipment
<b>"RSS"</b>	the Novo Nordisk Responsible Sourcing Standard, as amended from time to time
<b>"SDS"</b>	Safety Data Sheet
<b>"SME"</b>	a micro, small or a medium-sized entity
<b>"Sub-Supplier"</b>	an entity with which Supplier has a commercial agreement related to the operations, products or services of Supplier, or which provides services to Supplier, or an entity which is not a direct supplier, but which performs business operations related to the operations, products or services of Supplier.

	For the sake of clarity, if a commercial agreement between Novo Nordisk and Supplier uses a different definition or terminology for a "Sub-Supplier" of Supplier in relation to the obligations of the RSS, such definition or terminology is used interchangeably with "Sub-Supplier" in the RSS for practical purposes. The specific definition or terminology in the commercial agreement will take precedence for interpretation, only to the extent of any conflict or inconsistency with the RSS
<b>"Supplier"</b>	<p>an entity (i) with which Novo Nordisk has a direct commercial agreement, and (ii) which supplies goods or provides services to Novo Nordisk. The term "Supplier" includes but is not limited to contractors, service providers, agents, contract manufacturing organisation, joint venture partners, distributors, suppliers, and vendors.</p> <p>For the sake of clarity, if a commercial agreement between Novo Nordisk and Supplier uses a different definition or terminology for "Supplier" in relation to the obligations of the RSS, such definition or terminology is used interchangeably with "Supplier" in the RSS for practical purposes. The specific definition or terminology in the commercial agreement will take precedence for interpretation, only to the extent of any conflict or inconsistency with the RSS</p>
<b>"TDS"</b>	Technical Data Sheet
<b>"UDHR"</b>	the Universal Declaration of Human Rights
<b>"UNGP"</b>	the United Nations Guiding Principles on Business and Human Rights (as amended from time to time)
<b>"VOC"</b>	Volatile Organic Compounds
<b>"We", "us" or "our"</b>	the Novo Nordisk group of companies
<b>"Workers"</b>	all individuals engaged in performing tasks or services under the direction or control of the Supplier, including but not limited to employees, contractors, subcontractors, temporary staff, interns, volunteers, and any other personnel providing labour or services
<b>"WRI"</b>	World Resource Institute