



CLIC Innovation Oy Supplier Code of Conduct

Version: 1.1

Date: 07.09.2026

Approved by: Board of Directors

1. Purpose

CLIC Innovation Oy (“CLIC”) builds, coordinates and manages collaborative research, development and innovation ecosystems and projects for sustainable growth. CLIC brings together large companies, SMEs, start-ups, research institutes, universities, public-sector institutions and other partners to solve systemic sustainability challenges.

This Supplier Code of Conduct sets out the minimum standards CLIC expects from its suppliers, subcontractors, consultants and other business partners involved in the provision of goods or services to CLIC or in the delivery of CLIC’s services, projects or ecosystems.

CLIC expects its suppliers to act with integrity, respect for people and the environment, and in compliance with applicable laws, contractual obligations and internationally recognised standards of responsible business conduct.

2. Scope and application

This Supplier Code of Conduct applies to all suppliers, subcontractors, consultants, service providers and other third parties that provide goods or services to CLIC or participate in the delivery of goods or services on CLIC’s behalf (“Supplier”).

The Supplier shall ensure that its employees, representatives, subcontractors and relevant lower-tier suppliers involved in the delivery of goods or services to CLIC are made aware of and comply with standards consistent with this Supplier Code of Conduct.

This Supplier Code of Conduct does not replace any stricter requirements under applicable law, contract, public funding rules, project documentation or customer-specific requirements. Where different requirements apply, the Supplier shall comply with the stricter requirement, unless prohibited by applicable law.

Compliance with this Supplier Code of Conduct may be incorporated into the applicable contract, purchase order or other written agreement. CLIC may require a separate signed acknowledgement where appropriate to the nature, scope or risk profile of the business relationship.

3. Compliance with laws, contracts and responsible business standards

The Supplier shall comply with all applicable laws and regulations in the countries where it operates and where goods or services are delivered. This includes, as applicable, laws and regulations relating to employment, occupational health and safety, environment, anti-corruption, competition, taxation, trade sanctions, export controls, data protection, cybersecurity, intellectual property and public funding.



The Supplier shall comply with its contractual obligations towards CLIC and with any customer, project, site-specific or public funding requirements that CLIC has communicated to the Supplier.

4. Responsible business practices and due diligence

The Supplier shall have policies, procedures and controls that are appropriate to the Supplier's size, business, role in the value chain and risk profile, in order to comply with this Supplier Code of Conduct.

The Supplier shall identify, assess, prevent, mitigate and, where necessary, remediate actual and potential adverse impacts relating to human rights, labor rights, health and safety, the environment, business ethics, information security and other topics covered by this Supplier Code of Conduct.

The Supplier shall maintain adequate records to demonstrate compliance and shall, upon reasonable request, provide CLIC with relevant information and documentation.

Where appropriate to the nature and criticality of the goods or services provided, the Supplier shall maintain proportionate risk management and business continuity arrangements to support continuity of delivery and timely recovery from material disruptions.

5. Human rights and fair working conditions

The Supplier shall respect internationally recognised human rights and shall avoid causing, contributing to or being directly linked to adverse human rights impacts through its operations, products, services or business relationships.

At a minimum, the Supplier shall:

- treat all workers with dignity and respect;
- prohibit discrimination, harassment, bullying and retaliation based on any protected or irrelevant personal characteristic;
- respect workers' freedom of association and right to collective bargaining in accordance with applicable law;
- not use, support or benefit from forced labor, bonded labor, human trafficking, modern slavery or involuntary prison labor;
- not employ children below the age of 15, the applicable legal minimum age for employment or the age for completing compulsory education, whichever is highest;
- ensure that workers under the age of 18 are not assigned to hazardous work or work that may interfere with their education, health, safety or development;
- ensure that all employment is freely chosen and that workers may leave employment upon reasonable notice;
- not require workers to surrender passports, identity documents or work permits as a condition of employment, except where required by law and only for the minimum time necessary;
- ensure that workers are not charged recruitment fees or similar costs for obtaining employment;
- provide workers with clear information on their employment terms in a language they understand;
- pay wages and benefits fairly, on time and at least in accordance with applicable law, collective agreements and mandatory benefits;



- comply with applicable requirements regarding working hours, overtime, rest periods, annual leave, sick leave and parental leave; and
- respect the rights of local communities, indigenous peoples and vulnerable groups where relevant to the Supplier's operations.

6. Health, safety and wellbeing

The Supplier shall provide a safe and healthy working environment for its employees, contractors, visitors and others affected by its activities.

The Supplier shall:

- comply with applicable occupational health and safety laws, regulations and site-specific requirements;
- identify, assess and control health and safety risks related to its work;
- provide necessary training, instructions, supervision and personal protective equipment;
- maintain safe work systems, emergency preparedness, fire protection and evacuation procedures;
- provide access to clean drinking water, adequate sanitation, first aid and, where relevant, safe accommodation;
- record and address occupational injuries, incidents, near misses and occupational illnesses; and
- comply with any CLIC, customer, project or site-specific health and safety requirements communicated to the Supplier.

7. Climate, environment and resource efficiency

The Supplier shall conduct its business in an environmentally responsible manner and shall comply with all applicable environmental laws, permits and regulations.

The Supplier shall:

- identify and manage environmental risks and impacts related to its operations, products and services;
- seek to reduce energy use, greenhouse gas emissions, waste, water use and other negative environmental impacts where reasonable and relevant;
- use natural resources responsibly and promote reuse, recycling and circular economy solutions where practicable;
- prevent pollution and manage emissions, wastewater, waste and hazardous waste in accordance with applicable law;
- handle, store, label and dispose of chemicals and hazardous substances safely and lawfully;
- protect biodiversity and avoid activities that cause significant deforestation, land degradation or harm to water ecosystems, where relevant;
- where goods, components or materials are supplied, comply with applicable product, chemical and materials compliance requirements and, where relevant, apply appropriate due diligence to the responsible sourcing of minerals and raw materials, including conflict minerals;



- provide environmental information, emissions data, product information or other sustainability data reasonably requested by CLIC for customer, project, reporting or regulatory purposes; and
- cooperate with CLIC in sustainability-related improvement measures where relevant to the business relationship.

8. Business ethics and integrity

The Supplier shall conduct business ethically, fairly and with integrity.

The Supplier shall not, directly or indirectly:

- engage in bribery, corruption, extortion, embezzlement, fraud, theft, money laundering, unlawful tax evasion or facilitation payments;
- offer, promise, give, request or accept anything of value intended to improperly influence a decision or obtain an improper advantage;
- offer or accept gifts, hospitality, travel or entertainment that are illegal, excessive, frequent, cash-based or inappropriate in the circumstances;
- offer gifts or hospitality during tendering, procurement, grant application or contract negotiation processes where this could create an appearance of improper influence;
- engage in anti-competitive conduct, including price fixing, bid rigging, market sharing, exchange of competitively sensitive information or abuse of a dominant position;
- knowingly provide false, misleading or incomplete information to CLIC, its customers, funders, authorities or auditors; or
- circumvent applicable laws, contractual obligations or project rules.

The Supplier shall promptly disclose to CLIC any actual, potential or perceived conflict of interest relating to its work with CLIC. This includes personal, financial, ownership, employment or other relationships that may affect, or appear to affect, objective decision-making.

9. Trade sanctions, export controls and public funding integrity

The Supplier shall comply with applicable trade sanctions, export control laws, import restrictions, customs rules and other trade compliance requirements.

The Supplier shall not provide goods, services, software, technology, personnel or funds in a manner that would cause CLIC to breach applicable sanctions, export controls or public funding rules.

Where the Supplier participates in publicly funded projects, EU projects or other grant-funded activities, the Supplier shall comply with applicable funding terms, eligibility rules, procurement rules, cost reporting requirements, audit requirements, conflict-of-interest rules and ethical standards.

The Supplier shall promptly inform CLIC of any circumstance that may affect the Supplier's eligibility, independence, sanctions status, ability to perform the work or compliance with public funding or project requirements.

10. Confidentiality, intellectual property and responsible use of information

The Supplier shall protect CLIC's, CLIC's customers', project partners' and other third parties' confidential information and intellectual property.



The Supplier shall:

- use confidential information only for the agreed purpose;
- disclose confidential information only to people who need it for the agreed purpose and are bound by appropriate confidentiality obligations;
- protect documents, data, research results, project materials, business information and other information from unauthorised access, use, disclosure, alteration or destruction;
- respect intellectual property rights, including copyrights, trademarks, patents, trade secrets, software rights, database rights and rights in project results;
- not use counterfeit, unauthorised or infringing materials, software or content in its deliveries; and
- comply with all applicable contractual and project-specific requirements concerning background IP, results, publications, dissemination and exploitation.

11. Data protection, cybersecurity and responsible use of AI

The Supplier shall process personal data lawfully, fairly, transparently and only in accordance with applicable data protection laws, including the EU General Data Protection Regulation where applicable, and any data processing agreement or instructions provided by CLIC.

The Supplier shall implement appropriate technical and organisational measures to protect personal data, confidential information, systems and digital assets against unauthorised or unlawful processing, accidental loss, destruction, damage, cyber incidents and other security threats.

The Supplier shall promptly notify CLIC of any actual or suspected data breach, cyber incident or security incident that may affect CLIC, CLIC's customers, project partners, data subjects, systems, confidential information or project materials.

Where the Supplier uses artificial intelligence, automated tools or digital platforms in connection with CLIC's work, the Supplier shall do so responsibly, lawfully and transparently. The supplier shall ensure that such tools do not compromise confidentiality, intellectual property rights, personal data, research integrity, cybersecurity, fairness or the quality of deliverables.

12. Procurement by suppliers and subcontracting

The Supplier shall source goods and services responsibly and shall ensure that its subcontractors and relevant lower-tier suppliers involved in work for CLIC comply with standards consistent with this Supplier Code of Conduct.

The Supplier shall not subcontract material parts of the work for CLIC without CLIC's prior consent where such consent is required by contract, project rules, customer requirements or law.

The Supplier shall remain responsible for the acts and omissions of its subcontractors and shall monitor their compliance as appropriate to the nature and risk of the work.

13. Documentation, monitoring and audit rights

The Supplier shall maintain accurate books, records and documentation sufficient to demonstrate compliance with this Supplier Code of Conduct, applicable laws and contractual requirements.



Upon reasonable request, the Supplier shall provide CLIC with relevant information, declarations, certificates, policies, procedures, evidence of training, sustainability data, audit results, or other documentation needed to assess compliance.

CLIC may assess the Supplier's compliance through dialogue, questionnaires, self-assessments, document reviews, audits or other reasonable measures. Where reasonably required for contractual, customer, regulatory, project, public funding or risk-based reasons, such assessment may include an on-site audit conducted by CLIC or by a third party authorised by CLIC. The Supplier shall provide reasonable access to relevant premises, personnel, records and other information necessary to verify compliance.

The timing, scope and practical arrangements of an audit shall be proportionate to its purpose and coordinated in good faith, taking into account confidentiality, data protection, cybersecurity, business continuity and the need to avoid unnecessary disruption to the Supplier's operations.

14. Reporting concerns, investigations and non-retaliation

The Supplier shall promptly inform CLIC of any actual or suspected breach of this Supplier Code of Conduct, applicable law, contractual obligations, project rules or customer requirements in connection with work for CLIC.

Reports may be made to the Supplier's CLIC contact or to CLIC's reporting channel via email compliance@clinnovation.fi. Reports will be handled confidentially by designated persons.

If a report concerns a person responsible for handling reports or otherwise involves a conflict of interest, the handling of the report shall be transferred without delay to an independent and unbiased party. At CLIC, such cases are handled by the Chair of the Board or another separately designated independent person.

CLIC does not tolerate retaliation against anyone who raises a concern in good faith.

The Supplier shall have appropriate channels or procedures for its workers and relevant third parties to raise concerns without fear of retaliation. The Supplier shall prohibit retaliation against anyone who, in good faith, raises concern, seeks advice, refuses to participate in misconduct or cooperates in an investigation.

The Supplier shall cooperate with CLIC in good faith in investigating concerns related to the business relationship and shall provide reasonable assistance, information and access to relevant documentation, subject to applicable law and confidentiality obligations.

15. Corrective actions and consequences of non-compliance

If CLIC identifies or reasonably suspects non-compliance with this Supplier Code of Conduct, CLIC may require the Supplier to investigate the matter, provide information and implement corrective actions without undue delay and within a timeframe reasonably specified by CLIC, taking into account the nature, severity and urgency of the non-compliance.

Corrective actions may include, for example, changes to procedures, training, remediation of adverse impacts, repayment of unlawfully charged recruitment fees, improvement of safety measures, replacement of non-compliant subcontractors or other measures appropriate to the issue.



CLIC's preference is to work with suppliers to improve performance. However, serious, repeated or unremedied non-compliance may lead to suspension of work, withholding of orders, removal from supplier lists, termination of the business relationship, or other contractual remedies.

16. Review and updates

CLIC may review and update this Supplier Code of Conduct from time to time to reflect changes in law, customer requirements, international standards, CLIC's operations or responsible business practices.

The Supplier shall comply with the latest version communicated by CLIC or otherwise incorporated into the relevant agreement.