

Supplier Requirements

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1. INTRODUCTION

- 1.1 The standards the Qantas Group maintains as a corporation are key to our business success. Every Supplier needs to be aware of these standards and the conduct required of their Personnel.
- 1.2 Both the Qantas Group and its Suppliers and their Personnel are bound by relevant state and federal legislation in relation to standards and conduct.

2. DEFINITIONS

- “Agreement”** means the Supplier's agreement with a Qantas Group Company to which these Supplier Requirements are incorporated.
- “Cardinal Rules”** means the rules set out in **clause 8** of these Supplier Requirements.
- “DAMP”** means a drug and alcohol management plan required by Part 99 of the Civil Aviation Safety Regulations 1998 (**“CASR”**).
- “Data”** means any numbers, characters, images or other outputs from any device. Such devices include: mainframes, servers, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines and printers.

- “ESA”** is the term given to Qantas Group baseline for information security (see **clause 24.2**). This baseline links technical and people security controls with standards and consists of the following elements:
- (a) Logical Enterprise Security Architecture (LESA) design;
 - (b) Physical Enterprise Security Architecture (PESA) design; and
 - (c) IT security policy, procedures and standards framework.
- “Harmful Code”** means any computer program viruses or other code that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised access to, or disclosure, destruction or corruption of information or Data.
- “Personnel”** of a Supplier or the Qantas Group means:
- (a) the officers, employees, agents and contractors (including their employees and contractors) of that party; and
 - (b) in the case of the Qantas Group, includes officers, employees, agents and contractors of any Qantas Group Company (except the Supplier and its Personnel).
- “Qantas”** means Qantas Airways Limited (ABN 16 009 661 901) of Qantas Centre Building A, 203 Coward Street, Mascot, 2020, New South Wales.
- “Qantas Contact”** means the person identified in the Agreement as the contact from time to time.
- “Qantas Group”** means Qantas Airways Limited and its related bodies corporate (as defined by the *Corporations Act 2001*) and companies in which Qantas holds or controls (directly or indirectly) 25% or more of the issued capital.
- “Qantas Group Company”** means a company in the Qantas Group.
- “Qantas Group Premises”** means any place or thing used by any Qantas Group Company in the course of conducting its business, (whether or not owned by or within the exclusive control of a Qantas Group Company) including, but not limited to:
- aircraft;
 - vehicles;
 - offices;
 - car parks;
 - terminals;
 - hangars;
 - workshops;
 - warehouses;

- kitchens;
- airports; and
- for the purpose of **clause 17** (Alcohol and Other Drugs), an **Aerodrome Testing Area** within the meaning of Part 99 of the CASR.

“Qantas Group Site” means Qantas Group Premises or any other workplace controlled by a Qantas Group Company.

"Safety Sensitive Aviation Activities" or "SSAA" Safety Sensitive Aviation Activities are:

- (a) any activity undertaken by a person, other than as a passenger, in an Aerodrome Testing Area; and
- (b) calculation of the position of freight, baggage, passengers, and fuel on aircraft; and
- (c) the manufacture or maintenance of any of the following:
 - aircraft;
 - aeronautical products;
 - aviation radionavigation products; and
 - aviation telecommunication products; and
- (d) the certification of maintenance of a kind mentioned in paragraph (c); and
- (e) the fuelling and maintenance of vehicles that will be used to fuel aircraft on aerodrome testing areas; and
- (f) activities undertaken by an airport security guard or a screening officer in the course of the person's duties as a guard or officer; and
- (g) activities undertaken by a member of the crew of an aircraft in the course of the person's duties as a crew member; and
- (h) the loading and unloading of trolleys containing baggage for loading onto aircraft and the driving of such trolleys; and
- (i) activities undertaken by a holder of an air traffic controller licence in the course of the person's duties as a controller; and
- (j) activities undertaken by the supervisor of a holder of an air traffic controller licence in the course of the person's duties as such a supervisor; and
- (k) providing flight information and search and rescue alert services:
 - (i) to a pilot or operator of an aircraft immediately before the flight of the aircraft; or
 - (ii) to a pilot or operator of an aircraft, during the flight of the aircraft; or

(iii) as an intermediary for communications between a pilot or operator of the aircraft, and an air traffic controller; and

(l) providing aviation fire fighting services.

SSAA include SSAA specified in paragraphs (b) to (l) above even if those activities do not occur in an Aerodrome Testing Area as defined by Part 99 of the Civil Aviation Safety Regulations.

“Serious Misconduct”

means misconduct of a serious nature and is usually conduct that is inconsistent with the continuation of the Supplier’s engagement. Serious Misconduct may include, but is not limited to:

- (a) theft, fraud, assault or intoxication by the Supplier’s Personnel in the course of the Supplier fulfilling its obligations under the engagement;
- (b) conduct by the Supplier or its Personnel in breach of the Cardinal Rules or other conduct that causes serious risk to the health or safety of a person; or
- (c) conduct by the Supplier of its Personnel that damages or is likely to damage the reputation, viability or profitability of Qantas or the Qantas Group.

“Software”

means programs and other software (including the supporting documentation, media, on-line help facilities, and tutorials) that perform user or business related information-processing functions including business device specific software, e-mail and collaboration software. Software may be in-house written by application programmers or pre-packaged from vendors.

“Supplier”

means any company providing goods or services to, or performing work for, a Qantas Group Company.

“Systems”

means inclusive of Qantas Group Software application(s), infrastructure, middleware and Data.

“Unacceptable Behaviour”

means conduct that does not meet the standard of conduct required by the Qantas Group and/or is in breach of Qantas Group policy.

3. APPLICATION

3.1 The Supplier Requirements apply to a Supplier and its Personnel when they are:

- (a) on Qantas Group Premises;
- (b) in any workplace where Personnel of any Qantas Group Company are working;
- (c) at any work function organised by a Qantas Group Company or attended by Qantas Group Personnel; and
- (d) in the course of the Supplier providing goods or services to, or performing work for, a Qantas Group Company, including in relation to any interaction between the Supplier’s Personnel and the Qantas Group’s passengers or customers.

4. SUPPLIERS RESPONSIBILITIES

4.1 A Supplier is responsible for:

- (a) complying with these Supplier Requirements;
- (b) complying with all applicable laws;
- (c) acting in the best interests of the Qantas Group;
- (d) the behaviour and actions of its Personnel at all times;
- (e) treating Qantas Group Personnel and Qantas Group customers fairly and with respect;
- (f) taking all reasonable action to secure all Qantas Group premises and property; and
- (g) seeking all appropriate advice from its Qantas Contact regarding the acceptability of an action, prior to undertaking it or allowing its Personnel to take such action.

4.2 A Supplier is responsible for ensuring that its Personnel:

- (a) are aware of and comply with these Supplier Requirements;
- (b) are aware of and comply with all applicable laws;
- (c) are aware of and comply with any applicable DAMP;
- (d) are aware of their individual responsibilities under all applicable laws; and
- (e) treat Qantas Group Personnel and Qantas Group customers fairly and with respect.

5. AUTHORISATION

5.1 Where these Supplier requirements state the need for authorisation or approval to be obtained prior to undertaking an activity in respect of the Qantas Group or its operations, advice should be sought from the Qantas Contact as to the level of authority needed.

6. BREACH OF THE SUPPLIER REQUIREMENTS

6.1 Where a Qantas Group Company believes that the Supplier has breached these Supplier Requirements and wishes to conduct an investigation, the Qantas Group may take whatever action it considers appropriate including suspending the Agreement, or directing that a relevant member of the Supplier's Personnel not be involved in providing goods or services, or performing work for, the Qantas Group while the Qantas Group conducts an investigation.

6.2 Where a Qantas Group Company is satisfied that these Supplier Requirements have been breached by the Supplier or its Personnel, the Qantas Group will take whatever action it considers appropriate, which may include the termination of the Agreement or the Qantas Group determining that it will not allow a particular member of the Supplier's Personnel to be involved in providing goods or services to, or performing work for, the Qantas Group.

7. LEGAL IMPLICATIONS

- 7.1 If the Supplier or its Personnel breach the Supplier Requirements, the Supplier or its Personnel may be directly exposed to legal action and liability for their actions, including prosecution and penalties imposed by the courts for breaches of legislation.

8. CARDINAL RULES

- 8.1 The Cardinal Rules define conduct which is so unsafe that it has the potential to cause serious injury to individuals or damage to property.

- 8.2 The Cardinal Rules strengthen and define the Qantas Group's organisational safety culture and clearly demonstrate that the Qantas Group will not tolerate unsafe behaviour in the workplace.

8.3 The Cardinal Rules

A Supplier or member of its Personnel must not knowingly or recklessly:

- (a) tamper with, ignore or fail to use any safety/lockout device or tamper with any emergency or safety signage/equipment; or
- (b) use any vehicle or equipment unless authorised to operate it, or use it for an unauthorised purpose; or
- (c) participate in horseplay, skylarking or practical jokes,

in a manner which causes, or has the potential to cause, serious injury to anyone or damage to property; and

will not under any circumstances:

- (d) bring a weapon (other than a necessary tool of trade for work) onto a Qantas Group Site; or
- (e) enter any identified restricted access area without appropriate authorisation; or
- (f) ride on a vehicle without using a purpose designated seat ('No seat, No ride').

9. STANDARDS OF PERSONAL BEHAVIOUR

- 9.1 Suppliers are required to ensure that their Personnel conduct themselves in a professional manner consistent with:

- (a) the highest community standards;
- (b) the Qantas Group's commitment to customer service excellence;
- (c) Qantas Group policies and procedures as identified to the Supplier from time to time; and
- (d) strict compliance with all applicable laws.

- 9.2 All Suppliers and Personnel of the Supplier are expected to:

- (a) **Act with honesty and integrity.** This means that a Supplier must ensure that its Personnel must:
 - (i) be beyond reproach in matters of trust, confidentiality and honesty; and

- (ii) never misuse privilege, authority or status.
- (b) **Abide by laws and regulations.** This means that a Supplier must ensure that its Personnel:
- (i) comply with all relevant laws and regulations, including local laws and regulations when travelling interstate or overseas on the business of any Qantas Group Company;
 - (ii) meet all legislative or regulatory requirements which are applicable to their position, for example holding and remaining eligible to hold an airside driver's licence or other relevant operating licence;
 - (iii) meet the legislative requirements to qualify and remain eligible for an Aviation Security Identification Card ("**ASIC**"), where relevant. For more details, the Supplier should contact their Qantas Contact;
 - (iv) behave in a fair and consistent manner in all dealings with Qantas Group customers, Qantas Group Personnel, and the Personnel of the Supplier;
 - (v) work safely and ensure the health, safety and welfare for themselves, Qantas Group Personnel, customers and Qantas Group assets;
 - (vi) do not use Qantas Group intellectual property rights without obtaining the prior written consent of a Qantas Group Company authorised to give that consent (which may be given or withheld in its absolute discretion); and
 - (vii) have regard for the protection of the environment and the well being of the various communities in which the Qantas Group operates.
- (c) **Demonstrate Company and Qantas Group Values.** This means that a Supplier must ensure that its Personnel:
- (i) protect and enhance the Qantas Group's image, profitability and success;
 - (ii) promote the Qantas Group spirit of service excellence;
 - (iii) ensure that their own behaviour or action does not cause the Qantas Group public embarrassment or bring the image of the Qantas Group into disrepute;
 - (iv) maintain a standard of appearance while performing duties at a Qantas Group Site that is appropriate to the Qantas Group environment and the duties performed and comply with any applicable uniform or dress policies or guidelines;
 - (v) ensure that work is carried out conscientiously, efficiently, economically and effectively; and
 - (vi) ensure that confidential information obtained by the Supplier or its Personnel relating to the Qantas Group and its operations, remains confidential to the relevant Qantas Group Company or Companies at all times.
- (d) **Provide internal and external customers with excellence in customer service.** This means where a Supplier's Personnel are dealing with Qantas Group customers as part of providing goods and services to any Qantas Group Company, the Supplier must ensure that each individual member of its Personnel:

- (i) complies with any relevant segment or department specific service standards;
 - (ii) presents a positive and professional image of the individual and the Qantas Group Company;
 - (iii) endeavours to understand the needs of Qantas Group customers, meeting customer expectations and providing customers with an explanation if their expectations cannot be met;
 - (iv) assists the Qantas Group to take ownership of service failures and takes action to fix the problem within the bounds of their authority; and
 - (v) cooperates with Qantas Group Personnel for the benefit of the Qantas Group customer.
- (e) **Treat Qantas Group Personnel with respect and work as a team.** This means that a Supplier should ensure that its Personnel:
- (i) cooperate with Qantas Group Personnel and other Personnel of the Supplier for the benefit of Qantas Group customers;
 - (ii) treat Qantas Group Personnel and other Personnel of the Supplier with trust, dignity, respect, fairness and equity; and
 - (iii) place the commercial interest of the Qantas Group before their own interests.

10. UNACCEPTABLE BEHAVIOUR

10.1 A Supplier must ensure that its Personnel do not engage in Unacceptable Behaviour. Unacceptable Behaviour includes, but is not limited to:

- (a) verbal or written abuse, physical abuse or assault;
- (b) discrimination, harassment, bullying or victimisation;
- (c) threatening or intimidating behaviour;
- (d) abuse of concessions from duty free shops or inflight cabin sales;
- (e) breach of relevant laws and regulations;
- (f) unauthorised use of Qantas Group time, resources or facilities (including electronic communication facilities) for personal benefit or private purposes;
- (g) using Qantas Group electronic communication facilities (e.g. Internet, e-mail, phone, fax, electronic organiser) for any illegal purpose, or in a manner which causes interference with or disruption to other network users, services, equipment and information assets (for more details, the Supplier should contact their Qantas Contact);
- (h) using image recording devices, such as cameras or mobile phones with cameras, without written permission from the relevant Qantas Contact to capture and/or distribute images of:
 - (i) private, confidential or copyrighted documents or other material;
 - (ii) Qantas Group Premises or Qantas Group Sites that are not accessible to the general public;

- (iii) any person without their express permission; or
- (iv) any person, object, act or incident where the image would reasonably be considered inappropriate or offensive;
- (i) accessing, storing, processing or transmitting any information deemed to be of a threatening, obscene, pornographic, discriminatory or harassing nature;
- (j) damage to or theft of Qantas Group property, or property entrusted to the care of the Qantas Group;
- (k) theft or attempted theft;
- (l) fraud or attempted fraud;
- (m) unauthorised selling or promotion on behalf of another organisation;
- (n) making unauthorised public statements about the Qantas Group or any Qantas Group Company, or their position in respect of any matter;
- (o) directly or indirectly engaging in any activity which could by association cause the Qantas Group or any Qantas Group Company public embarrassment or other damage;
- (p) unauthorised passing of sensitive or confidential information obtained by or relating to the Qantas Group or any Qantas Group Company or its operations, to a third party or posting of such information in a public domain e.g. external website;
- (q) seeking or accepting tips or gratuities from Qantas Group customers;
- (r) not adhering to safety and security procedures and standards, including failure to have an Identification (ID) Card or a Visitor's pass appropriately displayed at all times;
- (s) failure to comply with the Qantas Group Cardinal Rules;
- (t) failure to comply with any Qantas Group policy notified to the Supplier;
- (u) possession, sale, use, distribution, or being found under the influence of, Drugs (as defined in **clause 17.4 (a)** (for more details, the Supplier should contact their Qantas Contact);
- (v) unauthorised selling, possession, distribution, drinking, or being under the influence of alcohol; and
- (w) unauthorised use of the Qantas Group or any Qantas Group Company's name or logo.

11. DISCRIMINATION

- 11.1 Discrimination occurs when one person or group is treated less favourably than another. Discrimination may be indirect or direct.
- 11.2 **Direct discrimination** occurs where one person is unlawfully treated less favourably than another person because of a particular personal characteristic, as set out in **clause 11.4**.

11.3 **Indirect discrimination** occurs where a condition or requirement is imposed which is unreasonable in the circumstances and which, although apparently neutral on its face, has an adverse impact on a particular person or group who are unable to comply with that condition or requirement, by reason of characteristic, as set out in **clause 11.4**.

11.4 **Unlawful discrimination**

In most countries, there are laws that make discrimination on a variety of grounds unlawful. Consequently, reference must be made to relevant legislation to determine whether it is unlawful to discriminate against a person on the basis of a particular personal characteristic. In Australia, grounds of unlawful discrimination include, but are not limited to:

- (a) sex;
- (b) race, colour, descent, nationality or national origin;
- (c) age;
- (d) impairment/disability;
- (e) sexual preference, gender identity and transgender status;
- (f) pregnancy or potential pregnancy;
- (g) marital status;
- (h) family responsibilities, responsibilities as a carer and/or parental/carer status;
- (i) religious or political beliefs; and
- (j) trade union membership, union or industrial activity or membership of an employee organisation.

11.5 **Discrimination and the Supplier's Personnel**

The Supplier's Personnel must not unlawfully discriminate against Qantas Group Personnel in the course of the Supplier providing goods or services to, or performing work for, the Qantas Group.

11.6 **Discrimination and Qantas Group Customers**

- (a) Discrimination laws also extend to the provision of goods and services to the Qantas Group's customers. The Qantas Group is required to ensure that it does not unlawfully discriminate against passengers/customers, clients or contractors.
- (b) The legislation covers such situations as refusal of service or differential service resulting in a passenger or client receiving less favourable treatment. A Supplier is required to ensure that neither it nor its Personnel discriminate against a Qantas Group passenger or customer in providing goods and services to, or performing work for, the Qantas Group.

12. **HARASSMENT**

12.1 Harassment is a form of discrimination and may be unlawful if it is based on particular grounds (see **clause 11.4** above). Harassment can take many forms. It may be verbal, physical, written or pictorial. Harassment is usually a pattern of behaviour but a single act may constitute harassment if it is serious.

12.2 Harassment defined

To constitute harassment, the relevant conduct must:

- (a) be unwelcome or unwanted;
- (b) cause offence, intimidation or humiliation;
- (c) occur in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the person harassed would be offended, humiliated or intimidated; and
- (d) be a type that is covered by discrimination law (i.e. it must relate to race, sex etc, see **clause 11.4** above).

12.3 Some examples of conduct that may be considered harassment are:

- (a) sexual harassment (see **clause 12.5** below);
- (b) verbal or written abuse or comments that degrade or stereotype people because of their race, sexuality, pregnancy, disability, etc;
- (c) verbal or written public statements that may incite hatred or negative beliefs about an individual or group of people;
- (d) jokes based on race, sexuality, pregnancy, disability etc;
- (e) mimicking someone's accent, or the habits of someone with a disability etc;
- (f) offensive gestures based on race, sexuality, pregnancy, disability, etc;
- (g) ignoring or isolating a person or group because of their race, sexuality, pregnancy, disability, etc; or
- (h) display or circulation (e.g. by e-mail or text message) of racist, pornographic or other offensive material.

12.4 Some examples of conduct that is not harassment are:

- (a) standard performance and/or behavioural counselling, where the feedback is appropriate, reasonable and focused on the work or behavioural improvement required;
- (b) mutual friendships or relationships based on welcome conduct;
- (c) personality conflicts; and
- (d) reasonable managerial decisions about employment related issues such as rosters, leave, competitive tendering and resources.

12.5 Sexual harassment

Sexual harassment is one form of unlawful harassment. Unlawful sexual harassment includes but is not limited to:

- (a) pressure or demands for dates or sexual favours;
- (b) unnecessary familiarity – for example, deliberately brushing against a person or constantly staring at a person;

- (c) unwanted physical contact – for example, touching or fondling;
- (d) sexual jokes or innuendo (whether they be verbal or transmitted via electronic or any other media);
- (e) offensive telephone calls and/or text messages of a sexual nature;
- (f) offensive sexual gestures;
- (g) unwelcome comments (e.g. in person or by phone, e-mail or text message) or questions about a person's sex life;
- (h) display or circulation (e.g. by e-mail or text message) of sexual material, including magazines, posters, or pictures and messages; or
- (i) sexual assault.

12.6 Criminal Offences

Some forms of harassment (e.g. sexual harassment) may also constitute criminal behaviour. For example, sexual assault, stalking, physically molesting a person and indecent exposure are criminal offences. If a Supplier or its Personnel becomes aware that a criminal offence has or may have been committed or attempted, they should advise the Supplier's Qantas Contact or Qantas Group Security immediately.

12.7 Internet and E-mail abuse

The receipt, access, storage, processing or distribution of any information deemed to be of a threatening, obscene, pornographic or harassing nature (e.g. by using the internet or e-mail) may also constitute harassment.

13. BULLYING

13.1 The Qantas Group promotes a safe working environment free from workplace bullying and violence. Bullying and any form of occupational violence in the workplace will not be tolerated and may be unlawful pursuant to relevant occupational health and safety laws.

13.2 Bullying defined

- (a) Workplace bullying is repeated, unreasonable behaviour directed towards Personnel of the Qantas Group or Personnel of the Supplier that creates or may create a risk to health and safety.
- (b) Workplace bullying is a pattern of behaviour which has or may have the effect of injuring (physically or psychologically) Personnel of the Qantas Group or Personnel of the Supplier. Generally, bullying is not a one-off incident.

13.3 Some examples of conduct that may be considered workplace bullying are:

- (a) persistent verbal or physical abuse;
- (b) 'initiation' practices that involve humiliating, intimidating or abusing Qantas Group Personnel or other Personnel of the Supplier;
- (c) psychological abuse such as the exclusion or isolation of a member of Qantas Group Personnel or any other Personnel of the Supplier; or
- (d) deliberately withholding information necessary for effective work performance.

13.4 Some examples of conduct that is not workplace bullying are:

- (a) reasonable performance management and/or disciplinary action;
- (b) standard personality conflicts;
- (c) managerial prerogative and reasonable allocation of work; or
- (d) implementation of organisational change.

14. RESPONSIBILITIES IN RELATION TO DISCRIMINATION, HARASSMENT AND BULLYING

14.1 A Supplier is responsible for:

- (a) complying with anti-discrimination legislation;
- (b) complying with relevant laws regarding bullying and harassment;
- (c) seeking the appropriate advice from the Qantas Contact regarding the acceptability of an action prior to undertaking it;
- (d) ensuring its workplace practices comply with anti-discrimination and other relevant legislation;
- (e) dealing with complaints about discrimination, harassment and/or bullying quickly, confidentially and effectively; and
- (f) advising its Qantas Contact if any complaint of discrimination or harassment or bullying is made by a member of the Supplier's Personnel to the Supplier.

14.2 A Supplier is responsible for ensuring that its Personnel:

- (a) are aware of and comply with anti-discrimination legislation;
- (b) do not engage in discrimination;
- (c) do not engage in harassment;
- (d) are aware of and comply with ensuring relevant laws regarding bullying and harassment;
- (e) do not engage in bullying;
- (f) are aware of their individual responsibilities under anti-discrimination and other legislation;
- (g) are familiar with the avenues of complaints resolution;
- (h) advise the Qantas Contact if they believe they have been discriminated against, harassed or bullied by Qantas Group Personnel to allow prompt resolution; and
- (i) advise the Supplier if they believe they have been discriminated against, harassed or bullied by another member of the Supplier's Personnel.

14.3 Victimization

- (a) Victimization occurs when a person (the "**Respondent**") subjects another person (the "**Complainant**") to a disadvantage as a result of the Complainant making, being suspected of making or intending to make, a complaint or an allegation

against the Respondent or giving evidence or information in connection with a complaint or allegation against the Respondent.

- (b) The victimisation of any person who has complained of unlawful harassment or discrimination (and who has a right to make such a complaint under legislation), or who has been asked to assist in investigating such a complaint, is generally unlawful.
- (c) A Supplier's Personnel who victimises another person may be subject to appropriate action taken by the Qantas Group. Such action may involve disciplinary action and in serious cases, a determination not to allow that member of the Supplier's Personnel to be involved in providing goods or services to, or performing work for, the Qantas Group.

14.4 Maintaining confidentiality

If a complaint is made to the Supplier, the Qantas Group expects that the Supplier will also take all reasonable steps to maintain confidentiality and privacy. The Supplier must advise its Qantas Contact of the complaint as soon as is practicable.

14.5 Unfounded complaint

- (a) A complaint of harassment/bullying is a serious matter for everyone concerned.
- (b) Any person who makes such a complaint against another person without reasonable grounds may be subject to whatever action the Qantas Group considers appropriate.

15. THEFT, FRAUD, ATTEMPTED THEFT, ATTEMPTED FRAUD OR REMOVAL OF PROPERTY REQUIREMENTS

15.1 The theft, fraud, attempted theft or attempted fraud or unauthorised removal of Qantas Group property, the property of Qantas Group Personnel or property entrusted to the care of the Qantas Group, is an act of Serious Misconduct.

15.2 Allegation of theft, fraud, attempted theft and/or attempted fraud

- (a) Where a Qantas Group Company believes that a Supplier has engaged in this conduct, the Qantas Group may take whatever action it considers appropriate including suspending the Agreement while the Qantas Group conducts an investigation. Where a Qantas Group Company is satisfied that a Supplier has committed an offence, the Qantas Group may take whatever action it considers appropriate including terminating the Agreement. The Supplier may face criminal charges.
- (b) Where a Qantas Group Company believes that a member of a Supplier's Personnel has committed this act, the Qantas Group may take whatever action it considers appropriate while the Qantas Group conducts an investigation. This may include directing that the relevant member of the Supplier's Personnel not be involved in providing goods or services to, or performing work for, the Qantas Group.
- (c) Where a Qantas Group Company is satisfied that a member of the Supplier's Personnel has committed an offence, the Qantas Group may take whatever action it considers appropriate including determining that it will not allow that particular member of the Supplier's Personnel to be involved in providing goods or services to, or perform work for, the Qantas Group. The person may also face criminal charges.

- (d) Similarly, the Qantas Group may take whatever action it considers appropriate if the Supplier or its Personnel fail to comply with the procedures set out in these Theft, Attempted Theft, Fraud, Attempted Fraud or Removal of Property Requirements.

15.3 Authorised removal of property

- (a) When a Qantas Group Company agrees that a Supplier may remove scrap materials, or any items not belonging to the Supplier, an approval, signed by an authorised officer of the Qantas Group Company, must be obtained.
- (b) The authorisation must be presented to security when leaving premises.

15.4 Security Inspections

- (a) Qantas Group Security Personnel may carry out inspections at any time including when a member of the Supplier's Personnel enters, leaves or is on Qantas Group Premises or when duties are being performed.
- (b) The Supplier must ensure that its Personnel are also aware that in particular circumstances police, customs officers and similar law enforcement agencies may conduct personal searches of its Personnel and items in their possession. A refusal to cooperate may result in prosecution.

(c) Inspection principles

- (i) As far as possible, inspections shall be undertaken in a manner which respects the dignity and privacy of the Supplier's Personnel and avoids embarrassment.
- (ii) Where reasonable, a member of the Supplier's Personnel may elect to have the inspection conducted by an officer of the same gender.
- (iii) Any complaints in respect of inspections should be reported immediately to both the Supplier and the Qantas Group Company.

(d) Permitted Inspections

When requested to do so by Qantas Group Security Personnel or any other person authorised by the Qantas Head of Group Security (or his/her delegate) or the Qantas General Manager Group Security Organisations (or his/her delegate), a Supplier must permit and must ensure that its Personnel permit the inspection by any officer authorised by the Qantas Group of any:

- (i) parcels, bags, or containers in the possession or control of the Supplier or member of its Personnel;
- (ii) motor vehicle driven by the Supplier or member of its Personnel; and
- (iii) lockers, desks or other receptacles used by the Supplier or member of its Personnel.

(e) Inspections in Supplier absence

An inspection may be conducted in the absence of the Supplier or a member of its Personnel.

(f) Before an inspection

Before an inspection is conducted, the officer conducting the inspection will generally:

- (i) identify him/herself to the person being subjected to the inspection; and
- (ii) state the reason for inspection.

(g) During the inspection

- (i) During the course of the inspection it shall be the responsibility of the Supplier to ensure that the relevant member of its Personnel reveals the contents of any item being inspected to the satisfaction of the officer conducting the inspection.
- (ii) The officer conducting the inspection will generally not touch the member of the Supplier's Personnel during the course of the inspection or reach inside any receptacle in the possession or control of the Supplier or the member of its Personnel without the consent of the Supplier or the member of its Personnel.

(h) If the Supplier's Personnel refuse an inspection

- (i) If a member of the Supplier's Personnel refuses to undergo an inspection, the officer will generally advise the member of the Supplier's Personnel that such refusal may expose the Supplier or that member of the Supplier's Personnel to action by the Qantas Group.
- (ii) If the member of the Supplier's Personnel continues to refuse to undergo an inspection, the member of the Supplier's Personnel is required to present their ID Card for recording purposes.
- (iii) The officer shall immediately report the refusal of the member of the Supplier's Personnel to the Supplier's Qantas Contact and to the Supplier.

(i) If Qantas Group property is found

If, during the course of an inspection, a Supplier or member of the Supplier's Personnel is found to be in possession of Qantas Group property, the property of Qantas Group Personnel or property entrusted to the care of the Qantas Group and the officer conducting the inspection believes that the possession of the property by the Supplier or the member of the Supplier's Personnel is unauthorised, the officer will generally invite the Supplier or the member of the Supplier's Personnel to give an explanation.

(j) When an adequate explanation is not provided

Unless an adequate explanation is provided, the officer will generally:

- (i) take possession of the property and attach identifying labels or tags in the presence of the member of the Supplier's Personnel;
- (ii) prepare a list of items taken and provide the Supplier with a signed copy of the list;
- (iii) place the items in a sealed receptacle and/or store in a safe place; and

- (iv) notify the Supplier's Qantas Contact and the Supplier of the property which has been taken, the officer's reasons for doing so and any explanation offered by the Supplier or the member of the Supplier's Personnel.

15.5 Compliance with Procedures

The Supplier is responsible for ensuring that its Personnel comply with the procedures set out above in relation to Theft, Fraud or Removal of Property.

16. OCCUPATIONAL HEALTH AND SAFETY ('OHS') REQUIREMENTS

Introduction

- 16.1 The Qantas Group is committed to protecting the health and safety of the Supplier's Personnel when they are present at Qantas Group Sites.
- 16.2 A Supplier is responsible for ensuring the health and safety of its Personnel as well as the health and safety of others, when present at Qantas Group Sites.
- 16.3 These OHS Requirements provide Suppliers with an overview of their responsibilities in relation to OHS while present at Qantas Group Sites.
- 16.4 These OHS Requirements only apply to Suppliers when present at Qantas Group Sites.
- 16.5 These OHS Requirements represent the minimum OHS requirements for Suppliers present at Qantas Group Sites.
- 16.6 Depending upon the nature of the goods or services being supplied, or the work being performed, in each case, the Qantas Group may provide more specific OHS requirements relating to the provision of those particular goods or services.

Supplier Health and Safety Management

- 16.7 While present at a Qantas Group Site, Suppliers are required to comply with their obligations under relevant OHS legislation, regulations, rules, Codes of Practice, Australian Standards and these OHS Requirements.
- 16.8 The Qantas Group may also require a Supplier to demonstrate its capacity to meet its obligations under law and these OHS Requirements.
- 16.9 Compliance with legal obligations and these OHS Requirements is a condition of engagement with the Qantas Group. Failure to comply with legal obligations or these OHS Requirements is a breach of the terms and conditions of the Agreement.
- 16.10 If the Supplier is unsure of any of these OHS Requirements, the Supplier should discuss this with its Qantas Contact.

General Safety Requirements

- 16.11 A Supplier is required to ensure that its Personnel:
 - (a) obey safety signs at all times;
 - (b) obey all safe work instructions from Qantas Group Personnel;
 - (c) use required personal protective equipment; and
 - (d) comply with these OHS Requirements.

Care, Skill and Diligence

16.12 A Supplier must:

- (a) be authorised by a Qantas Group Company to provide the particular goods, services or work being provided to that Qantas Group Company;
- (b) ensure that safe working practices and procedures are developed and implemented;
- (c) ensure that its Personnel used to perform its obligations under the Agreement are appropriately skilled and qualified and exercise the necessary levels of care, skill and diligence required;
- (d) not permit any of its Personnel to undertake any work for which they have not received training to a level that allows them to carry out the work competently and safely; and
- (e) provide adequate supervision and training to ensure its Personnel comply with safe working practices and procedures, OHS legislation, regulations, rules, Codes of Practice, Australian Standards and these OHS Requirements.

Plant, Equipment, Vehicles and Protective Equipment

16.13 A Supplier must ensure that its plant, equipment and vehicles:

- (a) are in safe condition, with guards and safety devices in place;
- (b) comply with all applicable OHS legislation, regulations, rules, Codes of Practice and Australian Standards;
- (c) are fit for the purposes for which they are required and used by the Supplier;
- (d) are kept clean and in good mechanical condition; and
- (e) comply with all relevant vehicle registration requirements and other applicable regulations having regard to the uses to which they are to be put.

Protective Clothing and Equipment

16.14 A Supplier must provide and replace any protective clothing and equipment necessary for the work to be performed by the Supplier and ensure that such protective equipment is maintained, used and stored appropriately by its Personnel in relation to hazards associated with the goods or services provided by the Supplier.

17. ALCOHOL AND OTHER DRUGS

17.1 Consuming alcohol and/or other drugs prior to commencing work, or whilst at work or on duty, may adversely affect the safety of persons in the workplace.

17.2 The Qantas Group maintains a zero blood alcohol and drug free policy within all of its workplaces. This means that all Personnel of the Supplier must be free from alcohol and/or drugs whilst present at a Qantas Group Site in connection with the provision of goods or services, other than when specifically authorised as detailed below.

17.3 The unauthorised use, possession, sale, manufacture, solicitation or distribution of any alcohol or other drugs on Qantas Group Sites, at any time, is prohibited.

17.4 Definition of Drugs

- (a) **'Drugs'** are substances or medications capable of causing dependency, alteration of mood or impaired judgment, concentration or coordination.
- (b) These include, but are not limited to:
 - (i) illegal drugs;
 - (ii) prescribed psychoactive medications not approved by a Qantas Group Medical Officer;
 - (iii) prescription medications for which no medical authorisation has been given; and
 - (iv) medications or 'over-the-counter' substances which are used contrary to the manufacturer's instructions or recommended dosage.

17.5 Authority to consume alcohol

- (a) The consumption of alcohol by the Supplier's Personnel requires prior approval by the Qantas Contact. In all cases it is the responsibility of the Personnel of the Supplier to seek appropriate authorisation prior to consuming alcohol.
- (b) At no time will permission be granted to consume alcohol at airside locations.
- (c) When the above authority has been given, the behaviour of the Supplier's Personnel must be appropriate and they are required to observe the relevant local laws relating to blood alcohol limits whilst operating a motor vehicle or other forms of transport.
- (d) The Supplier's Personnel undertaking SSAAs will not be given permission to consume alcohol while present at a Qantas Group Site.

17.6 Safety Sensitive Aviation Activities

Personnel in positions which undertake SSAAs include:

- (a) Flight crew;
- (b) Cabin crew;
- (c) Freight operations;
- (d) Aircraft dispatch and controlling;
- (e) Aircraft maintenance and repair;
- (f) Aviation security;
- (g) Baggage handling and ramp operations;
- (h) Ground refuelling; and
- (i) Any personnel undertaking any activity on an aircraft movement area, including rated hardstand, ramp, aprons, taxiways and runways and any vacant land adjacent to those areas, regardless of whether or not that person holds a red background ASIC.

17.7 Drug and Alcohol Management Plan (DAMP)

(a) Supplier's DAMP

Where the Supplier is required under CASR Part 99 to have DAMP in place:

- (i) the Supplier must provide the Qantas Group Company with a copy of their DAMP and Civil Aviation Safety Authority ("CASA") approval if available;
- (ii) the Supplier must comply with its DAMP and CASR Part 99;
- (iii) if the Supplier fails to comply with **clause 17.7(a)(ii)**, the Qantas Group may take whatever action it considers appropriate, including terminating the Agreement;
- (iv) the Supplier must ensure that its Personnel comply with the Supplier's DAMP and CASR Part 99 ; and
- (v) if the Supplier fails to ensure that its Personnel comply with **clause 17.7(a)(iv)**, the Qantas Group may take whatever action it considers appropriate including determining that it will not allow a member of the Supplier's Personnel to be involved in providing goods or services to, or perform work for, the Qantas Group.

(b) Qantas' DAMP

Where the Supplier is not required to have a DAMP and the Supplier's Personnel will undertake SSAAs in accordance with CASR Part 99:

- (i) the Supplier must require its Personnel to be aware of, participate in and conform to the Qantas DAMP;
- (ii) the Supplier must ensure that its Personnel comply with any direction or request from the Qantas Group, CASA or any CASA approved tester under the CASR Part 99 to comply with the Qantas DAMP or the CASR Part 99;
- (iii) the Supplier must ensure that its Personnel participate in random testing for alcohol and other drugs conducted by CASA approved testers under CASR Part 99;
- (iv) the Supplier must ensure that each member of its Personnel undertakes refresher alcohol and other drugs awareness training at at least 30 month intervals;
- (v) the Supplier must ensure that its Personnel comply with the Qantas DAMP and CASR Part 99; and
- (vi) if a Supplier fails to comply with any of its obligations under this **clause 17.7 (b)**, the Qantas Group may take whatever action it considers appropriate, including terminating the Agreement or determining that it will not allow a member of the Supplier's Personnel to be involved in providing goods or services to, or perform work for, the Qantas Group.

17.8 Notification to the Qantas Group of use of medication

A Supplier is required to inform the Qantas Contact if any of its Personnel are using prescription medication which may have a possible effect on their performance or ability

to work safely and must identify the individual, the prescription medication and the possible effect on their performance or ability to work safely.

17.9 Notification to the Qantas Group of positive test result

For the purposes of section 99.065 "Requirements relating to SSAA employees ceasing SSAAs" of CASR Part 99, the Supplier is required to notify the Qantas Contact immediately of all relevant details on becoming aware of a positive initial or confirmatory alcohol or drug test result, as well as any refusal by an employee to take the test or where the employee has interfered with the integrity of the test.

17.10 Suppliers' Personnel must participate in testing and training required by the Qantas Group

The Supplier must ensure that its Personnel participate in any testing, education or other activity required by the Qantas Group including pre-placement alcohol and other drugs testing, alcohol and other drugs awareness training, post incident testing, show cause situations and follow up testing after a positive test, before returning to Qantas Group Sites.

18. SMOKE-FREE WORKPLACE

18.1 The Qantas Group provides a smoke-free workplace in all Australian workplaces. Whilst on duty, on Qantas Group Premises in Australia or on aircraft, Supplier's Personnel are expected to abide by these smoke-free workplace requirements.

18.2 Smoke Free Areas

The following Qantas Group workplaces and Qantas Group Premises are smoke-free:

- (a) on-ground workplaces and premises;
- (b) leased airport owner/authority premises (including all airside areas);
- (c) Qantas Group car parks;
- (d) Qantas Group vehicles;
- (e) Qantas Group aircraft; and
- (f) hazardous areas.

Smoking is permitted only in designated smoking shelters.

18.3 Hazardous Areas

- (a) Smoking is strictly prohibited at all times in hazardous areas.
- (b) hazardous areas are:
 - (i) where flammable or combustible gases or vapours may exist;
 - (ii) where chemicals are used;
 - (iii) where flammable liquids are stored;
 - (iv) where fire and/or safety hazards exist;
 - (v) where there is potential for damage to equipment; and

- (vi) in areas which are marked as hazardous areas by OHS signage.

18.4 Smoking during work hours, in uniform or near Qantas Group Premises

- (a) Supplier's Personnel must not leave their work area in work time to smoke.
- (b) Supplier's Personnel must not smoke in public whilst wearing a Qantas Group Company uniform.
- (c) The Supplier's Personnel must not smoke in the vicinity of Qantas Group Premises. Such an image is not acceptable and may be commercially detrimental.

19. ENTRY PROCEDURE

19.1 The Supplier must ensure that its Personnel, on arrival at a Qantas Group Site:

- (a) report to the Qantas Contact, upon initial induction and thereafter as required by the Qantas Group;
- (b) comply with any entry procedure and/or complete any documentation required by the Qantas Group from time to time;
- (c) where considered necessary by the Qantas Group, participate in, or have participated in:
 - (i) appropriate general safety, health and environmental induction training; and
 - (ii) site safety induction including being given information detailing Qantas Group first aid officers, fire wardens and emergency exits, etc;prior to commencing involvement in the provision of goods or services to, or performing work for, the Qantas Group; and
- (d) provide details of appropriate licences to be reviewed by the Qantas Contact prior to commencing work.

20. EMERGENCY PROCEDURE

20.1 In case of an emergency, Suppliers must ensure that their Personnel:

- (a) take appropriate action to ensure the personal safety of themselves and any other person, including, if necessary, stopping work and switching off equipment while, without jeopardising the personal safety of themselves or any other person, minimising the loss or damage to plant and equipment or interruption of any service; and
- (b) seek instruction from the closest Qantas Group Personnel and as soon as is practicably possible from the Qantas Contact.

20.2 In case of a fire, Suppliers must ensure that their Personnel obey the directions of Qantas Group Fire Wardens, including if directed to evacuate the premises and proceed to the emergency assembly point.

21. TREATMENT AND REPORTING OF INJURIES

21.1 Suppliers are responsible for the treatment of their ill or injured Personnel.

21.2 For the purpose of these Requirements, an **injury** is damage or harm done to or suffered by a person present at a Qantas Group Site, which requires some form of first aid or medical treatment or results in some level of incapacity or time off work.

21.3 For the purpose of these Requirements, **incapacity** means an inability to perform some or all of the requirements of a job.

21.4 Injury Reporting Process

- (a) Personnel of the Supplier who suffer an injury and/or any subsequent resulting incapacity whilst at a Qantas Group Site must report that injury and/or incapacity immediately to the Qantas Contact and to the Supplier.
- (b) Further, Personnel of the Supplier who witness a person incurring an injury must ensure that the incident is reported immediately to the Qantas Contact.
- (c) Injured Personnel of the Supplier must seek appropriate first aid or medical treatment immediately, or make themselves available for any treatment provided by the Supplier or, where appropriate, the Qantas Group.
- (d) The Supplier must ensure that any of its Personnel who witness an event resulting in an injury to a person makes themselves available for interview if the Qantas Group wishes to be provided with information regarding the event. The Qantas Group may also require the Supplier to provide to the Qantas Group any information, including documents, regarding such event.

22. INCIDENT REPORTING

22.1 Suppliers must report incidents, near misses and dangerous occurrences on Qantas Group Sites, immediately, to the Qantas Contact.

22.2 The Supplier must also report the incident, near miss or dangerous occurrence to the relevant authority in accordance with relevant OHS legislation.

22.3 The Supplier must ensure that any of its Personnel who witness an incident, near miss or dangerous occurrence make themselves available for interview if the Qantas Group wishes to be provided with information regarding the incident, near miss or dangerous occurrence. The Qantas Group may require the Supplier to provide to the Qantas Group any information, including documents, regarding the incident, near miss or dangerous occurrence.

22.4 Definitions

The definition of incident, near miss and dangerous occurrence varies according to the OHS legislation in every State and Territory. The relevant legislation should always be referred to, however, the following definitions can be used as a general guide:

- (a) an **incident** is any event in the workplace which either causes injury or illness to Personnel or has the potential to seriously injure Personnel;
- (b) a **near miss** is any event occurring in the workplace which, although not resulting in any injury or disease, has the potential to do so; and
- (c) a **dangerous occurrence** is an event occurring at a workplace which exposes a person in the immediate vicinity of the event to an immediate risk to the person's health and safety through:
 - (i) collapse or failure of an excavation, plant building or scaffolding;
 - (ii) an implosion, explosion or fire;

- (iii) spillage or leakage of any substance including the escape of gas, dangerous goods or steam; or
- (iv) fall or release from a height of any plant, substance or thing.

22.5 Reporting of OHS Issues and Hazards

Suppliers who have OHS issues or queries, or who have identified a hazard, should initially raise that matter with the Qantas Contact.

22.6 OHS Regulatory Authority (or similar) Inspections

- (a) Where it is required that a representative from the relevant OHS regulatory authority (e.g. WorkCover or similar) inspect a Qantas Group Site, the Supplier must ensure that the Qantas Contact is advised of this prior to the inspection taking place.
- (b) If the WorkCover (or similar) representative attends a Qantas Group Site unannounced the Supplier must immediately advise the Qantas Contact to provide the opportunity for a Qantas Group representative to be present.

23. ENVIRONMENTAL REQUIREMENTS

23.1 Requirements

A Supplier must ensure that, in supplying particular goods, services or works to a Qantas Group Company, the Supplier:

- (a) seeks to minimise any adverse environmental impact on the environment from which they are sourced, in which they are utilised and finally to which they are disposed;
- (b) utilises practices and materials in its design, construction and delivery that minimise adverse environmental impacts;
- (c) maximises the recyclability of the component parts of goods at end of life/use;
- (d) selects products and practices that minimise the generation of waste and the consumption of resources;
- (e) minimises delivery packaging materials, particularly the use of polystyrene foam and plastics;
- (f) maximises energy efficiency and the use of renewable fuels;
- (g) eliminates hazardous materials where practicable;
- (h) does not use or contain ozone depleting substances (ODS), except where exempt by virtue of their essential use status and where specifically requested by the Qantas Group;
- (i) applies Life Cycle Analysis (LCA) principles applied to its design, manufacture and delivery; and
- (j) complies with applicable environmental laws, standards, codes and policies.

23.2 If the Supplier is unsure of any of the Qantas Group's Environmental Requirements, the Supplier should discuss this with its Qantas Contact. The Supplier's express obligations

under the terms of the Agreement will override the obligations of this **clause 23** to the extent of any inconsistency.

24. SECURITY REQUIREMENTS

24.1 Workspace Surveillance

The Supplier shall notify its Personnel, when and as requested by a Qantas Group Company, and prior to any such Personnel commencing any work under the Agreement, of any workplace surveillance that the Qantas Group may conduct, to the extent that the Qantas Group Company informs the Supplier of any such activities.

24.2 Information Security

The Supplier must:

- (a) pro-actively protect the security, privacy, confidentiality, integrity and availability of the Qantas Group's Systems and Data;
- (b) comply with the Qantas Group's risk management process (based on Australian Standard AS/NZ 4360 Risk Management);
- (c) ensure that only its authorised Personnel are permitted to access Qantas Group Systems and Data but only to the extent necessary for the Supplier to perform its obligations under the Agreement;
- (d) monitor its Personnel, systems and perform periodic compliance checks (while complying with the law) to ensure that it is complying with this Agreement;
- (e) comply with the requirements regarding information security set out in Qantas Group Policies and as specified by the Qantas Group from time to time;
- (f) comply with the ESA and Payment Card Industry (PCI) standard;
- (g) not:
 - (i) use any tools on Qantas Group Systems;
 - (ii) deactivate any security controls or processes;
 - (iii) use production Data (or copies of it) for testing; or
 - (iv) use any generic user ID accounts in accessing Data (for more details the Supplier should contact their Qantas Contact);without obtaining the prior written approval of the relevant Qantas Group Company;
- (h) permit the Qantas Group to perform security investigations on the Supplier's Personnel and systems;
- (i) train its Personnel in best security practices and implementation practices to ensure that its Personnel comply with the obligations in the Agreement;
- (j) ensure no Harmful Code is included or introduced into Qantas Group Systems, Data or any material provided to the Qantas Group by the Supplier or its Personnel;
- (k) use the most appropriate and up-to-date anti-virus software at all times;

- (l) take all necessary remedial action to eliminate the Harmful Code and prevent its re-occurrence at no cost to the Qantas Group if the Supplier fails to comply with this **clause 24**; and
- (m) notify the Qantas Group immediately and comply with all directions of the Qantas Group if the Supplier becomes aware of any security contraventions or risks.