Suppliers Ethical Standards Declaration

FMF as a humanitarian organization expects the suppliers and contractors to have high ethical standards. This declaration will be kept on file for a period of 3 years and should be updated every year or more often as appropriate.

FMF staff may perform checks to verify that these standards are adhered to. Should FMF deem that the supplier fails to meet or is not taking appropriate steps to meet these standards, any and all contracts and agreements with FMF may be terminated.

Anyone doing business with FMF shall as a minimum;

a) Comply with all laws and regulations in effect in the country or countries of business AND

b) Meet the ethical standards as listed below.
OR
Positively agree to the standards and be willing to implement changes in their organization.

1. Anti-corruption and supplier's compliance with laws and regulations:

1.1 The supplier confirms that it is not involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organization or other illegal activity.

1.2 Where any potential conflict of interest exists between the supplier or any of the supplier's staff members with any FMF staff member, the supplier shall notify FMF in writing of the potential conflict. FMF shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.

1.3 The supplier will immediately notify senior FMF management if exposed for alleged corruption by representatives of FMF.

1.4 The supplier shall be registered with the relevant government authority with regard to taxation.

1.5 The supplier shall pay taxes according to all applicable national laws and regulations.

1.6 The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

Conditions related to the employees:

No workers in our company will be forced, bonded or involuntary prison workers.

1.7 Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.

1.8 Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.

1.9 Persons under the age of 18 shall not be engaged in work which is hazardous to theirhealth or safety, including night work.

1.10 Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child’s opportunity to complete his/ her education.

1.11 There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.12 Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

1.13 Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.

1.14 Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

1.15 Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.

1.16 Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).

1.17 Workers shall be provided with at least one day off for every 7 day period.

1.18 All workers are entitled to a contract of employment that shall be written in a language they understand.

1.19 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.

1.20 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

1.21 Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.

1.22 No Deductions from wages shall be made as a disciplinary measure.

Environmental conditions:

1.23 Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.

1.24 Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

1.25 National and international environmental legislation and regulations shall be respected.

1.26 Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

Compliance:

1.27 The Supplier, and its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force.

1.28 The Supplier, and its suppliers and sub-contractors shall not in any way:

a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism,
b) be involved directly or indirectly in the manufacture or sale of arms;
c) have any business relations with governments for any war related purpose; or

d) transport the Goods together with any military equipment.

1.29 The Supplier shall (and shall also require that all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors shall) :

a. obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents [or any of the Framework Purchasers or their agents] at the relevant delivery address), and shall further inform the Customer [and the Framework Purchasers] where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer [or any of the Framework Purchasers] to apply for or obtain any further licences, authorizations or permissions.

b. not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Supplier on behalf of the Customer [or any of the Framework Purchasers] or received by the Supplier from the Customer [or any of the Framework Purchasers] in accordance with this agreement);

c. the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent.

d. the Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.

e. not do anything which would cause the Customer [or any of the Framework Purchasers] to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws).

1.30 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:

(a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;

(b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;

(c) sexual harassment, harassment, intimidation or bullying of the Customer's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.

1.31 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's policies:

a) UN and FMF Suppliers Code of Conduct attached as Schedule.

1.32 The Supplier shall take reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

1.33 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.

1.34 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.

1.35 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer's request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.

Definitions of Sexual Misconduct: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH):

1. **Sexual Exploitation**: Any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to profiting monetarily, socially, or politically from sexual exploitation of beneficiaries. Sexual exploitation is an abuse of vulnerability through power differential, is using a position of power to obtain sex in exchange of something/promises.

2. **Sexual Abuse**: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

3. All sexual activity with a child (under age 18) regardless of consent or local age of majority. Mistaken belief as to age is never an excuse or other person in a position of vulnerability in need of assistance.

4. In both situations of SEA, the **perpetrator** is a **humanitarian aid worker** working for the NGOs (including **FMF**, UN etc.) whereas the **victim** is a **beneficiary**, a person of concern (refugees, asylum seeker, IDPs, IDP returnees and stateless), or other person in a position of vulnerability in need of assistance.

5. **Sexual Harassment**[1] is an unwelcome conduct of a sexual nature. It creates an intimidating work environment. Both the **perpetrator** and **the victim** are employees working in the **humanitarian sector** (i.e. **FMF, UN**). The victim and perpetrator could be working in the same organization or in different ones. Sexual harassment refers to situation that occurs between personnel and does not refer to misconduct perpetrated against persons of concern.

We, the undersigned, verify that we are in compliance with all applicable laws and regulations, and meet the ethical standards as listed above or positively agree to these ethical standards and are willing to implement necessary changes in the organization.

DATE: _____

NAME OF SUPPLIER/COMPANY: _____

NAME OF REPRESENTATIVE _____

SIGNATURE/STAMPE: _____

UN SUPPLIER CODE OF CONDUCT

United Nations Charter: The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN[1] are expected to adhere.

Global Compact: The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labour Conventions and Recommendations: The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.[2]

1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all.

2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

3. Management, Monitoring and Evaluation:

It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain

[1] In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network..

[2] The full texts of the ILO Conventions and Recommendations can be accessed at: http://www.ilo.org/global/standards/lang--en/index.htm

appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders. The UN may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UN. To review the progress of suppliers and subcontractors in implementing the Code of Conduct, the UN may take various supporting initiatives, including requesting suppliers to commit to the Global Compact, to self-certify that they comply with the Code of Conduct and, in some cases, to conduct on site evaluations and inspections of supplier facilities and those of their subcontractors.

Labour:

4. Freedom of Association and Collective Bargaining: The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.[3]

5. Forced or Compulsory Labour: The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.[4]

6. Child Labour: The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.[5]

7. Discrimination: The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.[6]

8. Wages, Working Hours and Other Conditions of Work: The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or

[3] These principles are set out in the ILO fundamental Conventions, *No. 87, Freedom of Association and Protection of the Right to Organise, 1948* and *No. 98, Right to Organise and Collective Bargaining, 1949*.

[4] This principle is set out in the ILO fundamental conventions, *No. 29, Forced Labour, 1930* and *No. 105, Abolition of Forced Labour, 1957*.

[5] These principles are set out in the ILO fundamental Conventions, *No. 138, Minimum Age, 1973* and *No. 182, Worst Forms of Child Labour, 1999* and in the UN Convention on the Rights of the Child.

[6] These principles are set out in the ILO fundamental Conventions, *No. 100, Equal Remuneration, 1951*and No. *111, Discrimination (Employment and Occupation), 1958*.

regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.[7].

9. Health and Safety: The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.[8]

Human Rights:

10. Human Rights: The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.[9]

11. Harassment, Harsh or Inhumane Treatment: The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Mines: The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

13. Environmental: The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment**.** Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

14. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

15. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal**.**

16. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal**.**

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[7] These principles are set out in ILO Conventions *No. 95, Protection of Wages, 1949* and *No. 94, Labour Clauses (Public Contracts), 1949* and in a number of Conventions addressing working time (see: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm).

[8] These principles are set out in the ILO Conventions, Recommendations and Codes of Practice identified at: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang--en/index.htm.]

[9] These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

17. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Ethical conduct:

18. Corruption: The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

19. Conflict of Interest: UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

20. Gifts and Hospitality: The UN has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers' business with the UN.

21. Post employment restrictions: Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Non-adherence to these principles will be a factor in considering whether a supplier is deemed eligible to be registered as a UN supplier or to do business with the UN, in accordance with applicable UN policies and procedures.

We encourage UN suppliers to improve their business practices in accordance with the principles set out in this Code of Conduct.

Contacts:

Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: hlcmpn.secretariat@one.un.org.