

## 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 their health 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:
- 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,
  - be involved directly or indirectly in the manufacture or sale of arms;
  - 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;

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(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):**

- 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.
- Sexual Abuse:** Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 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<sup>1</sup>** 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: \_\_\_\_\_