

Supplier Code of Conduct

The Danish Refugee Council (DRC) and contract party/supplier (Contractor) shall comply with the following Supplier Code of Conduct and are responsible for actively promoting the dissemination of these ethical standards. Contractor shall make the principles of the Supplier Code of Conduct known to any subcontractor used by the Contractor and shall ensure that the subcontractor adheres to these standards. Contractor is requested to sign the Supplier Code of Conduct and thus confirm that the following standards are upheld.

1. RESPECT FOR HUMAN RIGHTS

Contractor shall not violate, and shall ensure that none of its subcontractors violate, the fundamental human rights as set out in the European Convention on Human Rights of 1950 including all its protocols, the Ten Principles of the UN Global Compact and other applicable human rights law and principles.

2. CONFLICT OF INTEREST

Any conflict of interest on the part of Contractor shall be immediately disclosed to DRC. Contractor affirms that it has no current or prior business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under the Contract. If any such actual or potential conflict of interest arises under the Contract, Contractor shall immediately inform DRC in writing of such conflict.

3. ANTI-CORRUPTION, ANTI-FRAUD

Contractor represents and warrants that it is not engaged in and will not engage in any sort of corruption, defined as the misuse of entrusted power for private gain. This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary forms of corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately terminate the Contract and/or Contractor's business relationship with DRC, and to take such additional action, civil and/or criminal, as may be appropriate. In such a case, DRC is entitled to recover any loss from Contractor and is not obliged to make any further payments to Contractor. Contractor agrees to inform DRC immediately and no later than ten days of any suspicion or information it receives from any source alleging a violation of this clause at c.o.conduct@drc.ngo or via the online reporting form at: <https://drc.ngo/da/om-os/om-drc/code-of-conduct/>

4. LABOUR LAW AND WORKING CONDITIONS

- 4.1. Contractor shall not violate, and shall ensure that none of its subcontractors violate, fundamental international labour laws including, but not limited to, the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage

Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO).

- 4.2. Contractor shall not violate, and shall ensure that none of its subcontractors violate, all applicable national labour laws.

- 4.3. Contractor shall ensure that it and its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace.

5. ANTI-DISCRIMINATION IN WORKING CONDITIONS

- 5.1. Contractor represents and warrants that neither it nor any of its subcontractors are discriminating any of its workers with regard to race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

- 5.2. Contractor represents and warrants that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

6. ILLEGAL ACTIVITY

Contractor represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

7. ANTI-TERROR VETTING

Contractor shall not engage in transactions with or provide resources to individuals or entities associated with terrorism or subject to government sanctions, including those individuals and entities that appear on one or more of the lists below. This requirement does not extend to the vetting of beneficiaries.

- a. US Specially Designated Nationals and Blocked Persons

List (<https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>)

- b. UN Security Council List

(<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

- c. EU Terrorist List (<https://www.sanctionsmap.eu/#/main>)

- d. UK Consolidated list of targets

(<https://sanctionssearch.ofsi.hmtreasury.gov.uk/>)

8. CHILD LABOUR

Contractor represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

9. MINES AND WEAPONS

Contractor represents and warrants that neither it, its parent entities (if any), nor any of Contractor's subsidiaries or affiliated entities (if any) or sub-contractors are:

- 9.1. engaged in the sale or manufacture of anti-personnel mines or components primarily utilized in the manufacture of anti-

- personnel mines; or
- 9.2. actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of conventional, chemical, biological, nuclear, or other weapons.

10. SEXUAL EXPLOITATION AND ABUSE

- 10.1. For the purposes of the present Supplier Code of Conduct, the term “sexual exploitation” means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term “sexual abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 10.2. Contractor shall take all appropriate measures to prevent sexual exploitation and abuse of anyone by its employees or any other persons engaged and controlled by Contractor to perform any services under the Contract.
- 10.3. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

11. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO DRC

- 11.1. Contractor warrants that it has instructed its staff to refrain from any conduct that would adversely reflect on DRC and from any activity which is incompatible with the aims and objectives of DRC or the mandate of DRC to ensure the protection of refugees and other persons of concern to DRC.
- 11.2. Contractor hereby undertakes to take all possible measures to prevent its staff from exploiting and abusing refugees and other persons of concern to DRC.

12. HUMAN TRAFFICKING AND MODERN SLAVERY

Contractor shall comply with any and all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and Contractor warrants that it has instructed its named personnel, staff, employees, and any sub- contractors to refrain from engaging in human trafficking and/or forced labor.

13. ENVIRONMENTAL SUSTAINABILITY

- 13.1. Contractor shall as a minimum perform all services under the Contract in an environmentally sustainable and accountable manner. Therefore, the Contractor shall comply with all applicable laws and regulations or other legal requirements relating to environmental impacts of their business. All required environmental permits, licenses, information registrations and restrictions shall be obtained.
- 13.2. Contractor agrees to establish and maintain appropriate procedures to and evaluate and select suppliers and sub-contractors based on their commitments to environmental sustainability and accountability.
- 13.3. Contractor agrees to assess and reduce the environmental

impact of its own products and services throughout their entire life cycle.

- 13.4. Contractor agrees to take measures to improve efficiency and reduce the consumption of resources.
- 13.5. Contractor agrees to reuse or recycle any waste when it is environmentally favorable and technically feasible to do so.
- 13.6. Contractor agrees to have a water management plan to reduce water consumption and waste water discharge and enhance recycling if located in a highly water stressed area (defined by World Resources Institute).
- 13.7. Contractor agrees to have a plan to pursue sourcing of renewable energy.

14. TRANSPARENCY AND ACCOUNTABILITY

- 14.1. Contractor undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of DRC in order for DRC to examine any alleged breach of this Supplier Code of Conduct.
- 14.2. Any breach of the representations and warranties of this Supplier Code of Conduct shall entitle DRC to terminate any contractual relations with Contractor immediately upon notice to the Contractor, at no cost to the DRC.

Date: _____ Signature: _____

Name and position: _____