

# Supplier Code of Conduct



All of the Danish Refugee Council's (DRC) contract parties (Contract Party) are expected to comply with the following Supplier Code of Conduct and are responsible for encouraging, advocating and promoting the dissemination of these ethical standards. The Contract Party is requested to make the principles of the Supplier Code of Conduct known to any subcontractor used by the Contract Party and to encourage the subcontractor to adhere to these standards. The Supplier Code of Conduct applies to all DRC's Contract Parties who are all requested to sign it and thus confirm that they uphold its standards as far as applicable to their status.

## 1. RESPECT FOR HUMAN RIGHTS

1.1 The Contract Party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 including all protocols to the convention, and respect the dignity and worth of all persons including respect for the equal rights of men and women.

## 2. ILLEGAL ACTIVITY

2.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

## 3. ANTI-CORRUPTION, ANTI-FRAUD & CONFLICT OF INTEREST

3.1 DRC has zero tolerance for corruption!

3.2 Each Supplier and Contract Party to DRC represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined by DRC 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 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 the Contract Party's business relationship with DRC, and to take such additional action, civil and/or criminal, as may be appropriate. DRC will seek to recover any assets lost due to corruption or fraud. The Contract Party agrees to accurately communicate DRC's policy with regards to Anti-Corruption to Third Parties. The Contract Party furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this clause according to the contact details provided for in the Contract, the contact details of the specific DRC country operations via [drc.dk/where-we-work](http://drc.dk/where-we-work), or via DRC's Code of Conduct Reporting Mechanism: [drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism](http://drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism). Reports of suspected corruption can also be reported directly to DRC HQ at [c.o.conduct@drc.dk](mailto:c.o.conduct@drc.dk).

3.3 Conflict of interest:

Any conflict of interest on the part of the Contract Party shall be immediately disclosed to DRC. The Contract Party 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 this Contract. If any such actual or potential conflict of interest arises under this Contract, the Contract Party shall immediately inform DRC in writing of such conflict.

## 4. TERRORISM

4.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

4.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision

of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

## 5. ENVIRONMENT

5.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements.

5.2 The Contract Party undertakes to support a precautionary approach to environmental challenges and not in any way damaging, destroying or causing any harm to the environment. Further the Contract Party undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

## 6. MINES AND WEAPONS

6.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of mines. The term "mines" means those devices defined in Article 2, Sections 1,4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.20.2.

6.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

## 7. SEXUAL EXPLOITATION AND SEXUAL ABUSE

7.1 The Contract Party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning 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.

## 8. CHILD LABOUR

8.1 The Contract Party 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. FORCED LABOUR

9.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are using any form of forced and compulsory labour.

## 10. WORKING CONDITIONS

10.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are allowing working conditions that violate 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).

10.2 The Contract Party represents and warrants that it and all of its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers.

#### **11. DISCRIMINATION IN WORKING CONDITIONS**

11.1 The Contract Party 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.

11.2 The Contract Party 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.

#### **12. TRANSPARENCY AND ACCOUNTABILITY**

12.1 The Contract Party 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.

Any Breach of the representations and warranties of this Supplier Code of Conduct shall entitle the DRC to terminate any contractual relations with the Contract Party immediately upon notice to the Contract Party, at no cost to the DRC.

Place:

Date:

On behalf of [insert name]

\_\_\_\_\_  
[insert name]