

SUPPLIER CODE OF CONDUCT



1. INTRODUCTION

The Supplier Code of Conduct establishes the minimum sustainability standards and requirements (ethical, social, environmental and quality) that any supplier that has a contractual relationship with the International Committee of the Red Cross (ICRC) shall comply with. The aim of the Supplier Code of Conduct is to ensure that the ICRC's supply chain is managed responsibly and sustainably, and to help protect the planet for current and future generations. The Supplier Code of Conduct outlines the behaviours expected of suppliers who commit to uphold these standards and prevent misconduct. It is legally binding and forms part of the contract between the supplier and the ICRC.

2. SUPPLIERS

The Supplier Code of Conduct applies to entities that supply the ICRC with goods and/or services on a for-profit basis. Suppliers may be upstream suppliers (such as vendors, landlords, consultants, banks or travel agencies), who do not usually have any direct contact with people assisted by the ICRC. Alternatively, they may be downstream suppliers who are in direct contact with people assisted by the ICRC. Suppliers shall promote and communicate the substance of the Supplier Code of Conduct to all their employees, affiliates, subcontractors, agents and representatives involved in the provision of goods and/or services to the ICRC.

3. COMPLIANCE WITH APPLICABLE LAWS

Suppliers shall always comply with all relevant applicable local and international laws (including data privacy laws), regulations and standards.

4. ETHICAL AND SOCIAL STANDARDS

Any procurement of goods or services, and any action or process carried out in the context of such procurement, shall be conducted in accordance with the Supplier Code of Conduct. Suppliers are expected to ensure that working and employment conditions comply with applicable national laws and international labour standards, such as but not limited to <u>the International Labour Organization (ILO)</u> <u>Conventions and Recommendations.</u>

4.1 FRAUD AND CORRUPTION

Fraudulent activities are prohibited. "Fraudulent activity" is any intentional act or omission designed to deceive others, resulting in the ICRC suffering a loss and/or the perpetrator achieving a gain, irrespective of whether they benefit directly or not. This includes any action aimed at obtaining an unauthorized benefit, such as money, goods, services or other personal or commercial advantages, regardless of whether such advantage benefits the supplier's employee(s), the ICRC or its employ-ees, or any third party. Suppliers working with the ICRC shall not give or accept bribes or participate in other illegal inducements in order to obtain undue or improper advantage when working with the ICRC. Suppliers shall not use their authority, position or office to offer any advantage, favour or gift, hospitality, holidays, goods or services, or any other items of value (other than an item of token value) to an ICRC employee, either in person or indirectly.

4.2 FAIR COMPETITION

Suppliers shall comply with all local and international antitrust and competition laws and regulations and are prohibited from engaging in any unfair or anticompetitive practices, such as but not limited to entering into agreements, coordinated practices or understandings that could restrict competition, exchanging sensitive information with competitors (including pricing, costs, production data, market data, sales territories, supplier or distribution channels, or other non-public business information).

4.3 CONFLICTS OF INTEREST

Suppliers are expected to disclose any situation in which a private interest may influence, be perceived as influencing or have the potential to influence a contractual relationship with the ICRC.

4.4 SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

Suppliers are prohibited from engaging in sexual exploitation, abuse and harassment. Sexual exploitation is an abuse of authority, trust or a situation of vulnerability for sexual ends in exchange for money, work, goods or services. It is also understood as any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes. Sexual abuse is an act of a sexual nature committed against any person by force, threat of force or coercion. Sexual harassment is any sexual behaviour that is unwanted by the person towards whom it is directed and that violates their dignity.

4.5 FORCED AND COMPULSORY LABOUR (MODERN SLAVERY)

Suppliers shall not participate in or support any form of human trafficking or modern slavery. Suppliers shall not hire anyone to perform exploitative or harmful labour.

4.6 CHILD LABOUR AND CHILD SAFEGUARDING

Suppliers shall have adequate child safeguarding standards and practices in place. Suppliers shall not hire children (any person under the age of 18) for labour that is hazardous, harmful or exploitative. Suppliers shall not hire children for any labour that does not meet local and international child labour laws, including labour that is hazardous or exploitative. Additionally, suppliers shall not engage in any type of abuse, exploitation, neglect or violence against children.

4.7 DISCRIMINATION

Suppliers are expected to refrain from engaging in discriminatory conduct as established by international standards, such as but not limited to <u>United Nations General Assembly Resolution 1904</u>, (including unfavourable treatment based on considerations such as actual, potential, alleged or perceived differences pertaining to gender identity or expression, sex, physical appearance or skin colour, religion or religious beliefs, nationality or citizenship, ethnic or social origin, economic situation, political opinions, social background, disability, age, language, marital or other personal status).

4.8 FREEDOM OF ASSOCIATION

Suppliers are expected to respect their employees' right to freedom of association including the right to collectively bargain, in accordance with local laws, and ensure that all employee affiliations are of a voluntary nature.

4.9 WAGES AND WORKING HOURS

Suppliers are expected to provide wages at least equal to the applicable legal minimum wage and any associated statutory benefits. If there is no legal minimum wage, suppliers shall ensure that wages are at least comparable to those at similar companies in the local area or to prevailing industry norms. Working hours should reflect applicable legal norms and overtime hours should be paid at the legally mandated rate or at least at the same rate as regular hours worked if there is no mandated rate.

4.10 OCCUPATIONAL HEALTH AND SAFETY

Suppliers are expected to properly train and provide their employees with appropriate equipment to safely carry out their work and recognize that employees have the right to stop unsafe work and be protected from exposure to chemical, biological and physical hazards either in the workplace or in any supplier-provided living quarters. Suppliers are also expected to ensure that workplaces, machinery, equipment and processes are safe and do not pose any risk to the health of workers. Appropriate hygiene, health and safety measures should be in place, including but not limited to identifying and assessing emergency situations in the workplace, providing sufficient fire exits, escape routes and firefighting equipment.

5. ENVIRONMENTAL STANDARDS

Suppliers shall comply with all applicable national environmental laws and regulations. If these standards differ from the ICRC-required standards below, the highest standard shall prevail.

5.1 ENVIRONMENTAL POLICIES

Suppliers are expected to work on reducing any possible negative environmental impact of their business, by having in place policies, plans or strategies for reducing carbon emissions, energy and water consumption, waste material and packaging, and for sourcing renewable energy resources, energy-efficient equipment and buildings, and low-emission transportation, in particular.

5.2 DIRECT ENVIRONMENTAL EFFECTS



Suppliers shall manage and treat any hazardous waste, wastewater or air emissions with the potential to adversely impact human or environmental health, prior to release and in accordance with applicable laws and regulations.

5.3 WASTE MANAGEMENT

Suppliers are expected to properly manage the waste associated with their business, following local and international regulations. When dealing with dangerous goods, the international Dangerous Goods Regulations (DGR) should be followed.

5.4 SOURCING SUSTAINABLE MATERIALS

Suppliers are expected to take measures to identify sources of sustainable materials and to incorporate them into the products supplied, favouring products that reduce life-cycle costs, minimize packaging, lower CO2 emissions or are more biodegradable. Suppliers are always invited to propose alternatives if they deem them to be more environmentally friendly. When choosing the nature and origin of materials and raw materials, suppliers are expected to consider the potential negative effects on water, air and soil, noise and biodiversity, and to avoid using materials that are dependent on finite resources. They should instead use sustainable materials.

6. QUALITY REQUIREMENTS

Suppliers are expected to provide goods and/or services of the required quality (safety, durability for the intended usage, low environmental impact), in accordance with the ICRC's item specifications and aligned with applicable standards. Suppliers are expected to have a quality management system in place to ensure that the goods and/or services are consistently of the quality required.

7. IMPLEMENTATION

7.1 THE QUALITY, HEALTH, SAFETY AND ENVIRONMENTAL APPROACH

The ICRC has the right to perform Quality, Health, Safety and Environmental (QHSE) assessments and audits of the companies that are supporting or providing the ICRC with goods and/or services. Suppliers shall cooperate fully and in a timely manner in the performance of such assessments and audits and shall provide and implement a corrective action plan and preventive action plan when deviations from agreed standards and guidelines are observed.

7.2 CERTIFICATIONS

If an environmental claim is made about a product – such as "eco", "green" or any other environmental claim – suppliers shall substantiate the claim by providing the evaluation methodology and evidence of any third-party certificates that apply. Certifications refer to any recognized third-party standards, such as the International Organization for Standardization (ISO) ISO 14001:2015 Environmental management systems.

8. SUPPLIER-LED INVESTIGATIONS AND NOTIFYING THE ICRC

The ICRC is committed to preventing, detecting and responding to the following behaviours and does not tolerate them under any circumstances:

Behaviours	Paragraphs
Fraud and corruption	4.1
Sexual exploitation, abuse and harassment	4.4
Forced and compulsory labour	4.5
Child labour and child safeguarding	4.6
Unlawful discharge of hazardous waste, wastewater or air emissions into the	5.2
environment (land, air or water)	

Therefore, the following obligations apply to all suppliers with regard to such behaviours:

- Suppliers shall promptly investigate any suspicions or allegations of the behaviours listed above that involve their personnel or subcontractors.
- Suppliers shall immediately notify the Investigation Unit of the ICRC's Ethics, Risk and Compliance Office (ERCO), in accordance with paragraph 8.1 below, of any ongoing investigation or allegation involving their personnel or subcontractors related to the behaviours listed above.
- Additionally, suppliers shall notify the ERCO, as specified above, if they have reason to believe that a child may have experienced or may be at risk of abuse, violence, exploitation or neglect on the part of an ICRC employee.

Failure to take all necessary measures to prevent or to investigate allegations of the behaviours listed above to adequately notify the ICRC's ERCO, or to take corrective action if such allegations are substantiated, as well as violations of other provisions of this Supplier Code of Conduct, shall constitute cause for termination of the contract between the supplier and the ICRC. During ongoing investigations, the ICRC may suspend the contractual relationship with the supplier, either in part or entirely, upon written notification.

8.1 COMMUNICATION CHANNELS

Suppliers can report a concern in any language via one of the following reporting mechanisms:

- ✓ an email to <u>code_of_conduct@icrc.org</u>
- ✓ contact any member of the ERCO Investigation Unit, in person or online
- a letter addressed to:
 Ethics, Risk and Compliance Office (Investigation Unit)
 International Committee of the Red Cross
 19 avenue de la Paix
 1202 Geneva
 Switzerland

✓ <u>ICRC IntegrityLine</u>

For concerns related to other topics – such as product issues, process problems, safety hazards, disputes, contractual matters, delivery or operational inefficiencies – suppliers can contact the ICRC at the following email address: log_supplier_complaint@icrc.org.

8.2 CONTRACTUAL DOCUMENTATION

In the event of any contradiction between the provisions contained in this Supplier Code of Conduct and any provisions contained in the contract between the ICRC and the supplier, the latter shall prevail.

The ICRC helps people around the world affected by armed conflict and other violence, doing everything it can to protect their lives and dignity and to relieve their suffering, often with its Red Cross and Red Crescent partners.



International Committee of the Red Cross 19, avenue de la Paix 1202 Geneva, Switzerland T +41 22 734 60 01 shop.icrc.org © ICRC, September 2023

