



## POLICY ON CODE OF CONDUCT FOR SUPPLIERS AND VENDORS

### INTRODUCTION

Un Ponte Per (UPP) is a non-governmental, non-political, nonreligious, non-profit organisation founded in 1991. UPP is committed to assist war-affected populations through the implementation of collaborative humanitarian and development projects.

To conduct its activities, UPP is procuring supplies, services & works through vendors. Award of markets will be made respecting transparency of selection, equality of opportunities as much as possible. However, due to the very nature of its activities, UPP reserves the right to limit the publicity surrounding the selection process.

### SCOPE OF APPLICATION

This policy applies to all UPP vendors and suppliers.

This code of conduct should be respected by vendors and suppliers, at any stage of the relationship between them and UPP. As such, any breach of below statements would lead to exclusion of future market awards and termination of existing contracts & relationships.

### Human Rights & Working Conditions:

- a. UPP expects 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.
- b. UPP expects suppliers to prohibit forced or compulsory labour in all its forms.
- c. UPP expects 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.
- d. UPP expects suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, 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.
- e. UPP expects suppliers and its subcontractors and their personnel and associates to prevent, and not engage into, 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.

f. UPP expects suppliers to ensure the payment of wages in legal tender, at regular intervals, no longer than one month (with any exception to this being applied only in exceptional circumstances for as short a period of time as is possible), in full and directly to the workers concerned. The wages, hours of work and other conditions of work provided by suppliers should at minimum not be 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 regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.

g. UPP expects suppliers to fulfil their obligations under local law regarding social contributions & tax payments.

h. UPP expects suppliers not to employ: (a) children below 16 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.

i. UPP expects suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

j. UPP expects suppliers to refrain from, and comply with any regulations and supporting obligations on, human trafficking and modern slavery. Examples include, but are not limited to, the International Labour Organization Protocol of 2014 to the Forced Labour Convention, 1930, the US Trafficking Victims Protection Act (as amended) and the UK Modern Slavery Act (as amended).

### Health and Safety

k. UPP expects 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.

l. UPP expects suppliers to take due care to ensure their work product meets relevant national or international standards. Suppliers must have in place quality assurance processes to identify defects and implement corrective actions and to facilitate the delivery of a product whose quality meets or exceeds the contract requirements. UPP expects vendors to develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect



counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

### **Environmental and Ethical**

m. UPP expects suppliers of materials containing tantalum, tin, tungsten or gold to know where those minerals were mined and to provide that content and source information to the relevant UPP member if asked.

n. The Supplier represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements ratified by the country of registration of the company or relevant national legislation.

o. UPP expects suppliers to have an effective environmental approach and to comply with existing legislation and regulations regarding the protection of the environment. UPP expects suppliers to reduce or eliminate waste of all types, including water and energy, at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials; and to undertake initiatives to promote environmental responsibility and sustainability.

p. UPP expects suppliers to identify and manage chemical and other materials posing a hazard if released to the environment; and to ensure their safe handling, movement, storage, recycling or reuse and disposal.

### **Business Practices**

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

r. UPP expects 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, active corruption (understood as deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage UPP or institutional donors financial interests), fraud (understood as the use or presentation of false, incorrect or incomplete statements or documents, but also as misapplication of such funds for purposes other than those for which they were originally granted) , money-laundering, bribery or terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. UPP may carry out verifications on the sanction lists published by the United States of America, the European Union, the United Nations or any other donors of UPP.

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

t. UPP expects suppliers to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.



u. UPP expects the Supplier to disclose any situation that may appear as a conflict of interest, and disclose to any relevant member of UPP if any official or staff of UPP, or professional under contract with UPP may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.

v. UPP considers that the exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, our vendors must ensure the offering or receipt of any gift or business courtesy is permitted by law and regulation, that these exchanges do not violate the rules and standards of UPP, and are consistent with reasonable marketplace customs and practices and, and that those courtesies are transparently transferred/delivered and duly documented.

w. UPP expects suppliers to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, suppliers must comply with local laws and regulations as applicable.

x. UPP expects suppliers to understand and comply with applicable international trade control laws and regulations, including those related to economic sanctions, customs requirements, and export controls.

y. UPP expects suppliers to create and keep accurate records and not change any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented.

z. Suppliers must not engage in unfair business practices such as fixing prices or rigging bids with competitors. Suppliers must not allocate customers or markets with competitors, or exchange current, recent, or future pricing information with competitors. Suppliers will otherwise comply with all applicable antitrust and competition laws.

aa. UPP expects suppliers to properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from UPP of the information.

bb. All information provided during business relation by UPP must be handled in accordance with principles on data protection at the maximum extent feasible to suppliers and vendors. At a minimum this requires that suppliers and vendors must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification, and disclosure through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws. Suppliers shall ensure extension of this requirement to all sub-tier sources they contract or employ. For the avoidance of doubt, all suppliers based in the EU must comply with EU regulation 2016/679 on data protection. UPP will ask suppliers and vendors on how they intend to protect UPP's data.



cc. The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to UPP members. UPP expects suppliers to strive to exceed both international and industry best practices. UPP also expects that 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. It is recognised that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and UPP encourages suppliers to continually improve their workplace conditions accordingly.

dd. UPP asks suppliers to promptly report deviations from this Supplier Code of Conduct to the relevant UPP member, as provided in this Policy in following paragraph, for resolution.

ee. UPP expects suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are expected to take action to prevent, detect, and correct any retaliatory actions.

I, the undersigned, \_\_\_\_\_

representing the company \_\_\_\_\_

declare that I understand the requirements of the above code of conduct for vendors and undertake to comply with them in the course of my activities

Signed on the \_\_\_\_\_

Signature and Stamp

## PROCEDURES

Log Managers, HoOs and PMs are requested to ensure that the preceding CoC is acknowledged by each UPP's prospective supplier and vendor.

Prospective suppliers and vendors shall read and acknowledge the present CoC before any offer and ensure its upholding along the entire relationship with UPP.

Suppliers and vendors unwilling or unable to uphold the CoC cannot be contracted by UPP.

The present policy applies from the date of approval onwards, unless modifications intervene.

For current contracts the policy can be applied only in case vendors and suppliers accept it voluntarily.

## REPORTING AND INVESTIGATION

Senior Managers in country are recommended to supervise the effective upholding of the CoC by UPP's vendors and suppliers and immediately refer, under reporting procedures in UPP Staff Handbook at paragraph 4.7.1, any breach of the CoC by any vendor or supplier to UPP for prompt investigation and repercussion.

**Approved by the Executive Director**



Novella Mori  
On the 31st March 2020.