Supplier Code of Conduct

The Danish Refugee Council (DRC) and contract party/Supplier (Supplier) shall comply with the following Supplier Code of Conduct and are responsible for actively promoting the dissemination of these ethical standards. The Supplier must make the principles of the Supplier Code of Conduct known to any subcontractor used by the Supplier and must ensure that the subcontractor adheres to these standards. The Supplier is requested to sign the Supplier Code of Conduct and thus confirm that the following standards are upheld.
The UN Global Compact is the world's largest corporate sustainability initiative, promoting universal principles in human rights, labor, environment, and anti-corruption. A key foundation is the Guiding Principles on Business and Human Rights, which DRC expects the Supplier to uphold. The Supplier is encouraged to participate in the Compact and embed these principles into their operations, setting a higher standard for ethical and responsible business. DRC further expects the Supplier to exceed industry best practices and ensure its subcontractors do the same. Sustainability must be at the core of all decision-making, balancing social, economic, and environmental responsibility.

1. RESPECT FOR HUMAN RIGHTS

1.1. The Supplier must not violate, and must 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.

1.2. The Supplier must respect the rights, cultures, and beliefs of indigenous peoples and engage with them in a culturally appropriate manner that aligns with national and international labor and human rights laws. This includes, but is not limited to, compliance with ILO Convention No. 169 and the Universal Declaration of Human Rights.

2. CONFLICT OF INTEREST

Any conflict of interest on the part of the Supplier must be immediately disclosed to DRC. The Supplier 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, the Supplier must immediately inform DRC in writing of such conflict.

3. ANTI-CORRUPTION, ANTI-FRAUD

The Supplier 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, favoritism, 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, must 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 remedy available, to immediately terminate the Contract and/or its business relationship with the Supplier in case of a violation of this clause. DRC may also take additional civil and/or criminal action as appropriate. In such a case, DRC is entitled to recover any loss from the Supplier and is not obliged to make further payments. The Supplier 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://pro.drc.ngo/code-of-conduct/
Suppliers must adhere to the highest standards of moral and ethical conduct.

4. LABOUR LAW AND WORKING CONDITIONS

4.1. The Supplier must ensure that all staff, and the staff of any subcontractor, are granted the rights afforded to them under national and international human rights acts, including fair wages, safe working conditions, and protection under applicable labor laws. The Supplier must not violate, and must ensure that none of its subcontractors violate, fundamental international labor 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 Labor Organization (ILO).

4.2. The Supplier must 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. The Supplier represents and warrants that neither it nor its subcontractors discriminate against any worker based on race, color, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or any other distinguishing characteristic.

5.2. The Supplier represents and warrants that neither it nor its subcontractors make employment-related decisions, from hiring to termination and retirement, based on anything other than relevant and objective criteria.

6. ILLEGAL ACTIVITY

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

7. ANTI-TERROR VETTING

7.1. The Supplier shall not engage with individuals or entities subject to sanctions or other restrictive measures commonly applicable in the European Union, including, but not limited to, individuals and entities appearing on EU, UN, UK, or US sanctions lists and any additional lists as contractually required by the source of funding/back donor.

7.2. The Supplier shall ensure compliance with all applicable sanction lists as determined by relevant legislation, DRC, and its donors.

7.3. Failure to comply may constitute a material breach of the contractual agreement.

8. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its subcontractors engage in any practice that violates the rights set forth in the Convention on the Rights of the Child, including Article 32, which requires that children must be protected from work that is hazardous, interferes with their education, or harms their health, including but not limited to their physical, mental, spiritual, moral, or social development.

9. MINES AND WEAPONS

The Supplier represents and warrants that neither it, its parent entities (if any), nor any of Supplier's subsidiaries or affiliated entities (if any) or sub-contractors are: Engaged in the sale or

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

10. PREVENTION OF SEXUAL EXPLOITATION, ABUSE, HARASSMENT AND HARMFUL PRACTICES

10.1. The Supplier must adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behavior being committed against children and adults, and take all available measures to prevent all forms of these.

10.2. 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. Lastly, the term "sexual harassment" refers to any improper and unwelcome behavior, conduct and practice of a sexual nature that may include, but are not limited to, sexual advances, suggestions or demands, requests for sexual favors and sexual, verbal or physical conduct or gestures that are or might reasonably be perceived to cause offence or humiliation to another.

10.3. The Supplier must take all appropriate measures to prevent sexual exploitation, abuse and harassment of anyone by its employees or any other persons engaged and controlled by the Supplier to perform any services under the Contract.

10.4. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, must constitute the sexual abuse of such person. In addition, the Supplier must refrain from, and must 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 favors 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. The Supplier 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. The Supplier 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

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

13. ENVIRONMENTAL SUSTAINABILITY & COMMUNITY ENGAGEMENT

13.1. The Supplier must as a minimum perform all services under the Contract in an environmentally sustainable and accountable manner. Therefore, the Supplier must comply with all applicable laws and regulations or other legal requirements relating to the environmental impact of their business. All required environmental permits, licenses, information registrations and restrictions must be obtained.

13.2. The Supplier must establish and maintain appropriate procedures to evaluate and select suppliers and subcontractors based on their commitment to environmental sustainability and accountability. Suppliers must also strive to prioritize locally based suppliers whenever it is feasible to support local economies and minimize environmental impact.

13.3. The Suppliers must employ staff from local communities whenever possible and take reasonable steps to strengthen local suppliers through technical, operational, or management training and support.

13.4. The Supplier must assess and reduce both the environmental and socioeconomic impact of their products, services, and operations throughout their entire life cycle. This includes considering local community benefits in procurement and employment decisions.

13.5. The Supplier must agree to take measures to improve efficiency and reduce the consumption of resources.

13.6. The Supplier must reuse or recycle any waste when it is environmentally favorable and technically feasible to do so.

13.7. The Supplier must have a water management plan to reduce water consumption and wastewater discharge and enhance recycling if located in a highly water stressed area (defined by World Resources Institute).

13.8. The Supplier must have a plan to pursue sourcing of renewable energy.

14. TRANSPARENCY AND ACCOUNTABILITY

14.1. The Supplier 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 must entitle DRC to terminate any contractual relations with Supplier immediately upon notice to the Supplier, at no cost to the DRC.

Date:_____ Signature:_____

Name and position: