

SUPPLIER'S ETHICAL DECLARATION

Date: _____

Supplier's name: _____

Supplier's address: _____

Supplier's contact email address: _____

ACTED is committed to carrying out its procurement in a free, fair and transparent manner, purchasing through competitive procedures, and suppliers adhering to the below ethical business principles & practices.

ACTED is governed by a set of global policies that are regularly revised and reinforced (refer to <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>):

- **Anti-Fraud, Bribery and Corruption Policy:** ACTED has a zero tolerance approach towards fraud and corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities.
- **Conflict of Interest Prevention Policy:** to ensure the most efficient, responsible and transparent delivery of aid, ACTED, its staff and partners commit to preventing their private interests conflicting with their duties and any other kind of conflict of interests.
- **Anti-Terrorism and Anti-Money Laundering Policy:** never knowingly support, tolerate, encourage or finance terrorism, the activities of those who embrace terrorism and anti-money laundering activities.
- **Child Protection Policy:** statement of intent demonstrating ACTED's commitment to safeguarding children from harm within internal procedure, throughout all activities.
- **Policy against Sexual Exploitation and Abuse:** ACTED adopts a zero tolerance approach towards sexual exploitation and abuse, and is thus committed to their prevention and sanction both within the organisation and within the framework of its programmes and beneficiary populations.
- **Environmental Safeguarding Policy:** ACTED is committed to the promotion of a 3Zero world: zero exclusion, zero carbon, zero poverty. In line with this, ACTED is committed to good environmental stewardship in its operations and in all of its humanitarian and development programming. ACTED commits to minimising the environmental impact of our operations.

The present document is considered as an annex to all Purchase Orders and Procurement Contracts ACTED might conclude with your company. Therefore, any breach to the below statements, and/or any failure to fill in the below statement properly could lead to Purchase Order or Procurement Contract termination without compensation.

1. By undersigning this Ethical Declaration, we, as the authorized representative for the supplier's name stated above, certify that no legal relationship exists between our company, our joint ventures or our subcontractors, and any ACTED staff nor implementing partners. As a consequence, we hereby testify that we have no interest or connection with ACTED other than disclosed below: please declare whether you, the company, its owners, directors, staff or agents have any interest or connection with any ACTED employee, volunteer or agent, or any of ACTED implementing partners.

Situation 1¹

Name of the person or entity with possible interest or connection with ACTED staff or implementing partner:

Name of ACTED staff or implementing partner with possible interest or connection with you, the company, its owners, directors, staff or gents:

¹ Please use the same format for reporting any additional situation as an annex to the present document, signed & stamped.

Nature of interest or connection²:

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
- being bankrupt or being wound up, having their affairs administered by any courts, having entered into an arrangement with creditors, having suspended business activities, being the subject of proceedings concerning those matters, or being in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - having been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
 - having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
 - having not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of presence of ACTED or those of the country where the contract is to be performed;
 - having been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of ACTED or its donors;
 - being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this contracting authority,
 - being subject to any national, regional or international sanction related to terrorism or money laundering.
3. We hereby acknowledge that:
- neither we nor any of the members of our Joint Venture or any of our Subcontractors shall violate the basic rights of ACTED's or its implementing partners' beneficiaries;
 - neither we nor any of the members of our Joint Venture or any of our Subcontractors shall be engaged in the manufacture of arms, in the sale of arms to governments which violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.
 - neither we nor any of the members of our Joint Venture nor any of our Subcontractors shall participate, support or finance, directly or indirectly, in an act of terrorism or an act of money laundering;
 - neither we nor any of the members of our Joint Venture nor any of our Subcontractors have engaged or will engage in any Sanctionable Practice;
 - neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or
 - we comply with and ensure that our Subcontractors and major suppliers with international environmental and labour standards, consistent with laws and regulations applicable in the country and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties.
 - neither we nor any of the members of our Joint Venture nor any of our Subcontractors directly or indirectly, voluntarily or involuntarily, participate, organise or benefit, by any means whatsoever, from any form of child ill-treatment or negligence;
 - neither we nor any of the members of our Joint Venture or any of our Subcontractors shall directly or indirectly participate in sexual exploitation and abuse, or take undue advantage of their professional position for their personal interest or to obtain a favour of a sexual nature.

² The existence of an interest or connection does not preclude being vetted as ACTED supplier; it enables to properly manage any potential conflict of interest for sound management of any contractual bindings between your company and ACTED in the future.

A summary of the ILO and international environmental standards are provided below as appendixes; however, we recognise hereby being knowledgeable of such standards in their entirety.

4. We undertake to bring to the attention of ACTED any change in situation with regard to points 1, 2 and 3 above.
5. We hereby commit to:
 - provide quotations & offers at the best value when requested;
 - accept payment by cash, cheque or bank transfer;
 - not offer or pay incentives to ACTED, its implementing partners or any of ACTED staff or of its implementing partners, either to be awarded to supply goods, equipment, services and/or works, nor as personal gifts or loans;
 - not to request favor nor payment from ACTED, its implementing partners or any of ACTED staff or of its implementing partners, to provide quotations or offers;
 - notify ACTED immediately at transparency@acted.org in case you have reasons to believe that practices listed above, or similar ones, have occurred.

Similarly, ACTED hereby:

- commits to assess quotations and offers fairly, based on non-discrimination, equal treatment, transparency, and confidentiality principles;
 - recalls that no payment, favor, gift, loan or any other kind of retribution is requested to submit any quotation or offer to ACTED.
6. We hereby accept as well as all members of our Joint Venture partners and subcontractors to:
 - upon request, provide information relating to our company's, our Joint Venture partners and subcontractors registration documents, past performances, and any other commercial or administrative documents relevant for assessing our experience and capacity;
 - and permit ACTED and its donors or an agent appointed by either of them to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
 7. In the case of being awarded a Purchase Order or a Procurement Contract, we, as well as all our Joint Venture partners and subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least ten years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by ACTED and its donors.
 8. In the case of being awarded a Contract, both parties hereby agree on:
 - require the immediate cessation of serious breaches to the present Ethical Declaration terms and, where these persist, terminate the business relationship.
 - seek to ensure all staff are aware of their rights and involved in the decisions which affect them.
 - recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
 - seek arbitration in the case of unresolved disputes.

Name (company's legal representative, or representative otherwise authorized by the supplier's legal representative):

In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature: _____

Appendix – Summary of Labour & Environmental Standards**A. Summary of Labour standards** (indicative only, please refer to ACTED policies and ILO standards)

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

- B. Summary of Environmental standards (indicative only, please refer to ACTED policies, Global Compact here <https://www.unglobalcompact.org/what-is-gc/mission/principles> & Green Procurement Policy here: https://ec.europa.eu/environment/gpp/index_en.htm)

ACTED suppliers will minimise, and wherever possible, eliminate the release of any pollutant that may cause environmental damage to the air, water, earth or its inhabitants, while as a minimum complying with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Sustainable use of natural resources*

ACTED suppliers will sustain the use of renewable natural resources and will conserve non-renewable resources through efficient use and careful planning.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Waste Management*

Waste creation is minimised and wherever economically possible reused, repaired and recycled. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

