



arche noVa
Initiative for People in Need

Code of Conduct for Suppliers

Date: May 2019
Authorization: The Board of Directors
Version: 2019.01

1. Introduction

All of the arche noVa “Contract Parties” (suppliers, including their employees, hereby represented by the undersigned) commit to comply with this Code of Conduct (further referred to as “the Code”). The Contract Party is obliged to make the principles of the Code known to any subcontractor used by the Contract Party and to encourage the subcontractor to adhere to these standards.

2. Standards, Values and Principles

The Contract Party herewith states that neither it nor any of its subcontractors violate the fundamental human rights as set out in the universal Declaration of Human Rights¹ including all additional protocols to the convention. The Contract Party commits to respecting the dignity and worth of all persons. Further, the Contract Party commits to adhering to the Core Humanitarian Principles of humanity, neutrality, impartiality, and independence.

3. Illegal activities

The Contract Party herewith states that neither it nor any of its subcontractors are engaged in any kind of illegal activities. The Contract party must inform arche noVa of any previous criminal charges or ongoing criminal investigations.

4. Corruption, fraud and conflict of interest

4.1. Corruption and fraud

Fraud is an intentional distortion, deceit, trickery, and perversion of truth or breach of confidence, relating to an organization’s financial, material, or human resources, assets, services and/or transactions, generally for the purpose of personal gain or benefit. It is a criminal deception or the use of false representations to gain an unjust advantage.

Corruption is the offering, giving, soliciting or acceptance of an inducement or reward, which may improperly influence the action of any person.

arche noVa has a policy of “zero tolerance” to fraud and corruption, which means that arche noVa will pursue all allegations falling under the scope of this Code. Appropriate firm administrative/disciplinary measures or contractual remedies will be applied where the allegations are substantiated.

Each Contract Party herewith states that neither it nor any of its subcontractors are engaged in any sort of corruption. 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 arche noVa, including tendering, award or execution of contracts.

arche noVa 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 arche noVa, and to take such additional action, civil and/or criminal, as may be appropriate. arche noVa will seek to recover any assets lost

¹ <http://www.un.org/en/universal-declaration-human-rights/>

due to corruption or fraud. The Contract Party agrees to accurately communicate arche noVa's policy with regards to Anti-Fraud and Anti-Corruption to Third Parties.

The Contract Party furthermore agrees to inform arche noVa 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, Reports of suspected corruption can also be reported directly to arche noVa HQ at complaints@arche-nova.org.

4.2. Conflict of interest

Conflict of interest occurs when a Contract Party's obligations to arche noVa can be influenced or compromised by competing personal or financial interests, commitments or loyalties.

Any actual or potential conflict of interest on the part of the Contract Party shall be immediately disclosed in writing to arche noVa. The Contract Party affirms that at time of signing 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 its contract with arche noVa.

5. Sexual Exploitation, Abuse and Harassment

Sexual Exploitation: Any actual or attempted abuse of 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. Irrespective of gender, any person can either be the victim or offender.

Sexual Abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with a minor is considered sexual abuse. Irrespective of gender, any person can either be the victim or offender.

Sexual Harassment: Any unwelcome sexual advance, request for sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another. Sexual harassment may occur when it interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive environment. It can include a single incident or a series of incidents. Sexual harassment may be deliberate, unsolicited and coercive. Irrespective of gender, any person can either be the victim or offender. Sexual harassment may also occur outside the workplace and/or outside working hours.

The undersigned Contract Party herewith states that it and all of its subcontractors are protecting all people from sexual abuse, exploitation and harassment, 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.

6. Child Protection

The Contract Party herewith states 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

Child², 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.

7. Terrorism

The Contract Party herewith states 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.

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 Terrorism³.

8. Environment

The Contract Party herewith states that neither it nor any of its subcontractors are violating or will violate any national and local environmental legislation. Additionally the Contract Party agrees to take active measures to minimize any negative impact of its activities on the environment.

Further the Contract Party undertakes to encourage the development and diffusion of environmentally friendly technologies and promotes environmental responsibility and sustainability.

9. Mines and weapons

The Contract Party herewith states 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 Contract Party herewith states that neither it nor any of its subcontractors are actively and directly or indirectly 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.

10. Forced Labour

The Contract Party herewith states that neither it nor any of its subcontractors are using any form of forced and compulsory labour.

11. Working Conditions

The Contract Party herewith states that neither it nor any of its subcontractors are allowing working conditions that violate the Convention on Occupational Safety and Health⁴, the

² <https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

³ <http://www.un.org/law/cod/finterr.htm>

⁴ http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C155

Convention on Minimum Wage Fixing⁵ and the Conventions on Hours of Work⁶ of the International Labour Organization (ILO).

The Contract Party herewith states 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.

12. Discrimination in Working Conditions

The Contract Party herewith states that neither it nor any of its subcontractors are discriminating against any of its workers with regard to national or ethnic origin, race, gender, religious beliefs, language, marital status, sexual orientation, age, socio/economic status, political opinion, disability or any other distinguishing feature.

The Contract Party herewith states that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement, which are not based solely on relevant and objective criteria.

13. Confidentiality

The Contract Party and any of its subcontractors herewith state that no confidential information will be disclosed to any unauthorised parties.

14. Security

The Contract Party and any of its subcontractors herewith state that all possible and reasonable precautions are taken in order to minimize residual risk towards its staff and assets when operating in higher risk areas.

15. Transparency and Accountability

The Contract Party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of arche noVa in order for arche noVa to examine any alleged breach of this Code.

Any breach of the representations and warranties of this Code shall entitle arche noVa to terminate any contractual relations with the Contract Party immediately upon notice to the Contract Party, at no cost to arche noVa. At this time arche noVa can make claims for any damages that might have resulted from the breach of the Code.

NAME:

SIGNED: **DATE:**

⁵ https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C131

⁶ https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C001