**GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS & SERVICES**

Any signed Purchase Order between **Supplier** (name of supplier) and **Customer** (Save the Children International) between the period January 1, 2015 to December 31, are subject to these Terms & Conditions.

1. **Definitions and Interpretation**

These terms and conditions ("**Conditions**") provide the basis of the contract between the supplier ("**Supplier**") and Save the Children International (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

* 1. In these Conditions, the following **Definitions** apply:
     1. **Agreement**: the document entitled "Agreement for the Supply of Goods", between the Customer and the Supplier.
     2. **Conditions**: the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
     3. **Contract**: the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
     4. **Force Majeure Event**: has the meaning given in Condition 15.
     5. **Goods**: the goods (or any part of them) set out in the Order.
     6. **Incoterms**: the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
     7. **Order**: the Customer's order for the Goods, as set out in the Customer's purchase order form.
     8. **Specification**: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
  2. **Interpretation**. In these Conditions, unless the context requires otherwise, the following rules apply:
     1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
     2. A reference to a party includes its personal representatives, successors or permitted assigns.
     3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
     4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. **Quality and Defects**
   1. The Supplier represents and warrants that it has the right to and shall sell the Goods and/or Services free of any charge, lien or other encumbrance
   2. The Goods and/or Services shall, as appropriate:
      1. correspond with their description in the Order and any applicable specification;
      2. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and/or Services;
      3. be of the satisfactory quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgment;
      4. be free from defects in design, material, workmanship and installation;
      5. be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
      6. not infringe the rights of any third party or cause the Customer to infringe any such rights.
   3. The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the purchase of the Goods/Services by the Customer and their use for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.
   4. The Customer reserves the right at any time before or after delivery to inspect and test the Goods and to inspect the premises where the Goods are being manufactured or stored or Services are being rendered. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
   5. If following such inspection or testing the Customer considers that the Goods/Services do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
   6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods/Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
2. **Ethical Standards and Audit Requirements**
   1. The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour. The ethical standards must also be met by those who supply to the Supplier or to which the Supplier sub-contracts work in relation to the Contract.
   2. The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
   3. The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer’s Child Safeguarding policy, Anti-Fraud, and Anti-Bribery and Corruption policy (attached to these Conditions).
   4. The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
   5. The Supplier agrees to allow the Customer’s employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier’s operations
3. **Delivery / Performance**

## The Supplier shall ensure that:

## the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

## each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

## it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion

## The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

* 1. Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
  2. Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
  3. Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery. The Goods shall remain at the Supplier's risk (including, without limitation, the risk of deterioration in transit) until the property in them has passed. The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.
  4. The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
  5. The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer
  6. The Customer shall be entitled to reject any Goods/Services delivered which are not in accordance with the Contract. If any Goods/Services are so rejected, at the Customer’s option, the Supplier shall forthwith re-supply substitute Goods/Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.
  7. If the Customer rejects any Goods, the property and risk shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at its expense and the Supplier shall reimburse the Customer for the storage costs and any other expenses incurred by the Customer in respect of them.

1. **Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:

* 1. breach of any warranty given by the Supplier
  2. personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in Goods/Services, to the extent that the defect in the Goods/Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  3. any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods/Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  4. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods/Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
  5. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods/Services, to the extent that the defect in the Goods/Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  6. any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.

1. **Price and Payment**

## The price of the Goods shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

## Unless otherwise specified in the Contract, the Supplier shall invoice the Customer in arrears from date of delivery of the Goods and the Customer shall pay correctly rendered invoices within 30 days from the date of invoice.

## The Customer reserves the right to withhold payment in respect of Goods/Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.

## The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

1. **Termination**
   1. The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least fifteen days’ written notice.
   2. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
      1. is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer
      2. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or goes into liquidation or the Supplier cases, or threatens to cease, to carry on business; or
      3. the Customer reasonably believes that any of the events mentioned above in sub-sections 7.2.1-7.2.2 is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
      4. the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
      5. the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.
   3. In the event of termination, all existing purchase orders must be completed.

Termination of the Contract shall not affect Conditions 2.2, 4.2, 4.7, 4.8, 5, 8, 9, 12, 13, 14, 15.2, and 15.9, which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination

1. **Customer’s Name, Branding, and Logo**
   1. The Supplier shall not use the Customer’s name, branding or logo other than in accordance with the Customer’s written instructions or authorisation.
2. **Supplier's Warranties**
   1. The Supplier warrants to the Customer that:
      1. it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods/ Services without infringing any applicable law, regulation, code or practice or any third party’s rights;
      2. it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Goods/Services to the Customer;
      3. it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
      4. none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or otherwise interested in, any transaction or arrangement with the Customer; and
      5. the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.
3. **Re-tendering**

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Goods/Services.

1. **Insurance**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. **Confidentiality**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such Confidential Information to its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

1. **Customer property**

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

1. **Force majeure**
   1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a **Force Majeure Event** provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
   2. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.
   3. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.
2. **General**
   1. The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer’s prior written consent.
   2. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
   3. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable
   4. No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
   5. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law
   6. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way
   7. Third party rights: A person who is not a party to the Contract shall not have any rights under or in connection with it
   8. Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier’s quotation, shall supersede and take precedence over these Conditions and the Contract.
   9. Governing law and jurisdiction: The Contract shall be governed by and construed in accordance with Lebanese law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Lebanon to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. However, efforts will be made by both parties to resolve amicably any dispute arising out of this Contract.

**NAME:**

**POSITION AT COMPANY:**

**SIGNATURE:**

**COMPANY NAME:**

**DATE:**

**ANNEX 1 SAVE THE CHILDREN’S ETHICAL POLICIES**

**Our values and principles**

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

**What we do**

Save the Children is committed to safeguard children through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

**Reporting:** Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

**Responding:** Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

**CHILD SAFEGUARDING POLICY**

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.  
   Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
5. Behaving physically in a manner which is inappropriate or sexually provocative.   
   Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
6. Doing things for children of a personal nature that they can do themselves.
7. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
8. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
9. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
10. Spending excessive time alone with children away from others.
11. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

* act quickly and get help
* support and respect the child
* where possible, ensure that the child is safe
* contact your Save the Children representative with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the Save the Children representative.

**ANTI-FRAUD POLICY**

An act of deception intended for personal gain or to cause loss to another party (even if no such gain or loss is in fact caused). Behaviour which amounts to fraud includes but is not limited to:

* + - 1. False invoicing – where an individual knowingly creates or uses invoices that are false in any way.
      2. Expenses fraud - where an individual dishonestly uses the expenses system to pay money or other benefits that the recipient is not entitled to.
      3. Procurement fraud - where an individual engages in any dishonest behaviour relating to procurement or tendering process, e.g. falsely created bids or quotes.
      4. Supply chain fraud - where an individual misdirects or steals goods, forges stock records, or creates fictitious companies through which to channel payments.
      5. Payroll fraud - where an individual dishonestly manipulates the payroll system to make unauthorised payments to him or herself or another. For example, by creating ‘ghost’ employees or dishonestly increasing one’s own salary.
      6. Tax or duty evasion – where an individual knowingly avoids payment of a tax or other duty that he or she is aware should be paid.
      7. False accounting - where an individual deliberately enters false or misleading information into any form of accounting or financial record.
      8. Forgery - where an individual dishonestly creates or alters a document so that the information contained in it is incorrect or in any way misleading.
      9. Bank or cheque fraud - where an individual dishonestly manipulates any banking system or record (such as a cheque, bank statement or electronic transfer).
      10. Brand fraud - where an individual dishonestly uses Save the Children’s name, branding or documentation for unauthorised or illegitimate ends.
      11. Conflict of interest - where an individual knowingly has an undisclosed business interest in an entity involved in a commercial relationship with Save the Children.
      12. Theft – where an individual dishonestly takes or appropriates any item of property that belongs to another.

**ANTI-BRIBERY & ANTI-CORRUPTION POLICY**

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

1. Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
2. Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual’s conduct in any way.
3. Receiving or Paying a so-called ‘Grease’ or ‘Facilitation’ payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
4. Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
6. Receiving a so-called ‘Kickback’ Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
8. Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

You must immediately report any suspicion of bribery or corruption to the Save the Children representative or senior manager and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

* act quickly and get help
* encourage your own staff to report on bribery and corruption
* contact the Save the Children representative, senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the representatives.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about any of the policies above, then please contact your Save the Children representative.

I acknowledge understanding of Save the Children’s Child Safeguarding, Anti-Fraud, Anti-Bribery, Anti-Corruption policies and commit to upholding all related standards of behaviour.

Name: Signature: Date:



**CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**

Suppliers and manufacturers to Non Governmental Organisations (NGO’s) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

* Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
* Goods produced and delivered by organisations subscribe to no exploitation of children
* Goods produced and manufactured have the least impact on the environment

**Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

* Employment is freely chosen
* The rights of staff to freedom of association and collective bargaining are respected.
* Living wages are paid
* There is no exploitation of children
* Working conditions are safe and hygienic
* Working hours are not excessive
* No discrimination is practised
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

**Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

**Qualifications to the statement**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

**Disclaimer**

This Code of Conduct does not supersede IAPG Members’ individual Codes of Conduct. Suppliers are recommended to check the Agencies’ own websites.

I acknowledge understanding of IAPG Code of Conduct and commit to upholding all related standards of behaviour.

Name: Signature: Date: