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## Vendor Code of Conduct

### 1. Overview

The Vendor Code of Conduct (VCC) outlines the expectations of Project HOPE’s (hereinafter the Company or HOPE) vendors. This VCC applies globally to the engagement and execution of activities with all vendors. For purposes of this VCC, a vendor is defined as an external third-party that the Company has entered into a business or contractual relationship with to provide goods, services, functions or activities or who responds to any solicitation to bid issued by HOPE in whatever form or by any medium or channel.

### 2. Scope and Applicability

This Code requires all bidders, suppliers, manufacturers, agents, intermediaries, consultants and contractors ("Vendors"), including all parents, subsidiaries, affiliates, officers, employees, subcontractors, agents and intermediaries of Vendors, to observe the highest standard of ethics in HOPE funded activities and activities regarding supply of goods and/or services to HOPE or any recipient of HOPE funds, including principal recipients, sub recipients, other recipients, and procurement agents.

HOPE is committed to conducting business in a legal, ethical and responsible manner and requires that our Vendors work at the same high level of standards. The HOPE VCC sets out the principles, guidelines and expectations we have of Vendors in conducting business responsibly and with integrity. In addition, Vendors are expected to fully comply with the laws and regulations of the countries in which they operate, as well as those in which the services or works are performed.

Company requires all vendors to comply with the VCC. Where the VCC may conflict with the terms of a vendor contract, the contract terms will prevail. Vendors are expected to enforce the VCC with their employees and any sub-contractors.

Vendors should contact HOPE’s Legal Department with any questions or concerns related to the VCC. HOPE values the contribution its vendors make to the success of the organization and building mutually beneficial client-vendor relationships.

### 3. Compliance with the VCC

All Vendors and their employees must adhere to this VCC while conducting business with, or on behalf of, Company. Vendors must promptly inform their HOPE Point of Contact or the Legal Department when any situation or circumstance develops that causes, or reasonably might expect to cause Vendor to be in violation of this Code. Vendors are expected to self-monitor their compliance with this VCC. Company may audit vendors or their facilities at any time [in accordance with the vendor contract], to confirm compliance with this VCC. Penalties for non-compliance may include, but not be limited to:

- Suspension of disbursements;
- Termination of extant contractual agreement(s) by Company on grounds of material breach;
  - Failure to notify Company of a breach of this agreement within a reasonable time shall be deemed material breach;
- Sanctions may include temporary or permanent embargo from doing business with Company.

At any time, upon reasonable notice, Company may require the vendor to participate in training on this VCC.

## **4. Business Ethics**

### **4.1. Fair and Transparent Practice**

- HOPE does not tolerate corrupt, fraudulent, collusive, anti- competitive or coercive practices of any kind involving its resources. HOPE will take strong, immediate action in all circumstances where it determines that there is substantive and credible evidence of corrupt, fraudulent, collusive, anti-competitive or coercive practices as defined hereunder.
- Vendors are expected to participate in procurement processes in a manner that is transparent, fair, accountable and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice.
- Vendors are expected to respond to solicitations in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents. They are expected to follow all of the rules established for each procurement process, and only submit bids and enter into contracts if they can and will fulfill all obligations of the contract.
- Vendors will not, directly or indirectly, including through an agent or other intermediary, engage in corrupt, fraudulent, collusive, anti-competitive or coercive practices in bidding for, or performing, a Company financed contract or activity. For these purposes:
  - "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value or any other advantage to influence improperly the actions of another person or entity;
  - "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person or entity to obtain a financial or other benefit or to avoid an obligation;
  - "coercive practice" means any act or attempt to influence improperly the decisions or actions of a person or entity by impairing or harming, or threatening to impair or harm, directly or indirectly, such person or entity or their property;

- "collusive practice" means an arrangement between two or more persons or entities designed to achieve an improper purpose, including influencing improperly the actions of another person or entity;
- "anti-competitive practice" means any agreement, decision or practice which has as its object or effect the restriction or distortion of competition in any market.
- Vendors will not solicit, offer, give or receive, or promise or represent to offer, give or receive, fees, gratuities, rebates, gifts, commissions, or other payments, except as disclosed in full to the Company, in connection with the procurement process or in contract execution.

#### **4.2. Compliance and Non-disclosure**

Vendors are expected to:

- Comply with all relevant laws and regulations in all locations in which they operate.
- Comply with applicable trade laws, as well as applicable export/import laws and regulations;
- Comply with applicable privacy and data laws, including data exportation/importation laws and regulations;
- Comply with antitrust laws and fair competition laws that govern the jurisdiction in which they conduct business;
- Not represent themselves as employees of Company unless authorized by Company;
- Not use Company's trademarks, intellectual property or confidential information without prior authorization from Company;
- Not disclose its relationship with Company without prior authorization from Company, excluding cases where required by law, regulation or to comply with an active law enforcement investigation;
- Not utilize social media in any way where the activity may adversely impact Company's reputation, analytic impartiality or create an actual or potential conflict of interest, or any appearance of a conflict, with Company.

#### **4.3. Data Security and Confidentiality**

- Vendors will handle and process data only for the purposes for which it was collected or otherwise made available. Vendors shall demonstrate appropriate industry standard and best practices data security controls to ensure that all information is protected and secure from damage and unauthorized use.
- In addition to the above minimum requirements, vendors shall follow any data security requirements specified in contractual agreements with Company.
- Vendors must respect and maintain the confidentiality of all non-public

information about Company or its activities, including applicable third parties.

- Vendors will immediately notify Company of any known or suspected data security breaches and will work with Company and, if applicable, law enforcement to contain the breach and determine a root cause.

## **5. Labor Standards**

Company is committed to developing an organizational culture which implements a policy of support for internationally recognized human rights and labor standards. We support the principles contained within the United Nations Declaration of Human Rights and the International Labor Organization’s (ILO) Core Conventions on Labor Standards.

### **5.1. Child Labor**

- Vendors will not use child labor. The minimum age for employment will be the greater of:
  - The minimum age under local law,
  - The minimum age pursuant to the Convention Concerning Minimum Age to Employment adopted by the International Labor Organization or (iii) 15.
- Workers below the age of 18 should not be involved in activities likely to jeopardize their health, safety or morals or interfere with their compulsory education.
- Vendors may be required to disclose any workers under the age of 18 and detail the specifics of their job functions, including what, if any, support they may be providing to Company.

### **5.2. Involuntary Labor**

- Vendors will not use any forced, compulsory or involuntary labor, whether bonded, indentured, imprisoned or otherwise coerced.
- Employees shall be able to terminate their employment with reasonable notice.

### **5.3. Non-Discrimination**

- Vendors will not discriminate on the basis of race, religion, age, nationality, social or ethnic origin, disability, sexual orientation, gender, gender identity, marital status, veteran status or political affiliation, in its hiring or employment practices; such as, compensation and benefits, access to training, promotion, termination and retirement.

### **5.4. Wages, Benefits and Working Hours**

- Vendors will comply with applicable wage and working hour laws and

regulations, including those relating to minimum wages, overtime, maximum hours and legally mandated benefits.

- Vendors will compensate their employees for hours worked in a globally known currency, such as the United States Dollar, British Pound, Japanese Yen, Indian Rupee, etc. Other forms of compensation such as stock, equity and employer sponsored unqualified plans are also acceptable.
- Vendors will disclose to Company if it deducts workers' pay for employer provided services such as living quarters, apartment utilities, food, hygiene products or any other basic human services employees may require to live. This excludes standard employer provided healthcare and retirement plans.

### **5.5. Fair Treatment**

- Vendors will treat employees with dignity and respect. Physical abuse, the threat of physical abuse, sexual or other harassment, verbal abuse or any other form of intimidation are prohibited.
- Vendors will not retaliate against employees who report abuse, discrimination, ethical concerns or violations of law.

## **6. Health and Safety**

### **6.1. Work Environment**

- Vendors will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Vendors will take adequate steps to prevent accidents and injury to health at work including providing workers with appropriate workplace health and safety information and training.

### **6.2. Sanitation, Fire, Water and Emergencies**

- Vendors will provide clean toilet facilities, access to clean water, and adequate heat and ventilation.
- Vendors will ensure physical facilities where employees work from have sufficient fire prevention, alert and suppression systems, including having sufficient facility exit points for escape.
- Vendors will identify and assess emergency situations and minimize their impact by having adequate emergency preparedness plans and response procedures to ensure their employees' health and safety.

### **6.3. Protection of the Environment**

- Vendors will comply with all applicable environmental laws and regulations.
- Vendors are expected to operate in an environmentally responsible manner and strive, as far as practical, to manage and minimize negative environmental



impact including use of energy, greenhouse gas emissions, water, biodiversity, waste, hazardous materials and other natural resources.

## 7. Raising Concerns

### 7.1. Expected of Vendors

- Vendors may contact Company with any questions or concerns related to this VCC. Through this \_\_\_\_\_, you are able to submit reports relating to actual or suspected violations of the Vendor Code of Conduct.
- Company will communicate the VCC internally and externally to relevant parties. Vendors are responsible for communicating the provisions of this VCC to their employees, suppliers and any sub-contractors.

### 7.2. Expected of Company

- Vendors will treat Company – and expect to be treated by Company- with respect and have open and honest communications.
- Company will maintain a competitive and fair climate for our vendors.
- Company is committed to dealing with all suppliers with integrity and in an ethical manner and to supporting and encouraging the aspirations of diverse groups.

## 8. Vendor Acknowledgement

I certify that our company has received, read and understood and will abide by Company’s Vendor Code of Conduct.

Company Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Sign/Date: \_\_\_\_\_