



# THE PROMISE FOUNDATION

*For mental health, education and potential realisation*

## SUPPLIER CODE OF ETHICS

The Promise Foundation adopts the United Nations Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, which serves as the overarching values to which suppliers of goods and services to the Foundation are expected to adhere.

The supplier code of ethics aligns with the UN supplier code of ethics.

**1. Scope of Application:** The provisions of this Code of Conduct sets out the minimum standards expected of suppliers with a contractual value in excess of Rs. 500,000 per annum. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award.

**2. Continuous Improvement:**

The Foundation expects suppliers to strive to exceed industry best practices. The Foundation also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. We recognize that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourage suppliers to continually improve their workplace conditions accordingly.

**3. Management, Monitoring and Evaluation:**

It is the expectation of the Foundation that its suppliers, will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct.

**4. Freedom of Association and Collective Bargaining:** The Foundation expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.

**Labour**

**5. Forced or Compulsory Labour:** The Foundation expects its suppliers to prohibit forced or compulsory labour in all its forms.

**6. Child Labour:** The Foundation expects its suppliers not to employ:

(a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country where the performance of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and

(b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

**7. Discrimination:** The Foundation expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place. The Foundation expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The Foundation expects its suppliers to comply with the following:

- Ensure the payment of wages is in legal tender
- Ensure the payment of wages is at regular intervals no longer than one month
- Ensure the payment of wages is made in full and directly to the workers concerned
- Keep appropriate records of salary and wage payments
- Ensure deductions from wages are permitted to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment.
- Ensure wages, hours of work and other conditions of work provided by suppliers is not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.

**9. Health and Safety:** The Foundation expects its suppliers to ensure, so far as is reasonably practicable, that:

(a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health;

(b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and

(c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

## Human Rights:

**10. Human Rights:** The Foundation expects its suppliers to support and respect the protection of internationally proclaimed human rights derived from the [Universal Declaration of Human Rights](#) and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** The Foundation expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The Foundation further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

Prior to entering into agreements with the Foundation, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the Foundation. Such standards include, but are not limited to, the prohibition of:

(1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent,

(2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or

(3) engaging in any sexual activity that is exploitive or degrading to any person. The Foundation expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse.

The Foundation expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. The Foundation's contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse.

The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

## Environment:

**13. Environmental:** The Foundation expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility.

**14. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

## **Ethical conduct:**

**18. Corruption:** The Foundation expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Conflict of Interest:** Foundation suppliers are expected to disclose to the Foundation any situation that may appear as a conflict of interest, and disclose to the Foundation if any Foundation official or professional under contract with the Foundation may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**20. Gifts and Hospitality:** The Foundation has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The Foundation will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The Foundation expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a Foundation staff member in order to facilitate the suppliers’ business with the Foundation.

**21. Post-employment restrictions:** Post-employment restrictions may apply to Foundation staff in service and former Foundation staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. Foundation suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

## **Contacts**

**Any questions related to this Code of Conduct can be addressed to the Director, The Promise Foundation at [promise@thepromisefoundation.org](mailto:promise@thepromisefoundation.org)**