

SUPPLIER CODE OF CONDUCT

2024



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'ShelterBox is a global community with a shared purpose – no one without shelter after disaster. We provide emergency shelter and aid essentials at times of disaster, conflict, and climate crisis, enabling people to survive and recover.'

INTRODUCTION

ShelterBox strives to deliver for the donor and the people we work with on a range of commitments including excellent, services and works that: represent best value for money; are supplied ethically; are delivered promptly and in accordance with specifications. In delivering these commitments we must ensure adherence to the highest standards of ethical and professional behaviour throughout our supply chain.

Values & Vision:
ShelterBox's vision is:

"No one is without shelter after disaster."

Our values are *Flexibility*, *Integrity*, *Learning & Participation*.



These serve as overarching values to which suppliers of goods, services and works to ShelterBox are expected to adhere. We expect our suppliers to communicate this or an equivalent code of conduct to employees, their parent company, subsidiaries, subcontractors, and all other parties within their supply chain.

Reference:

International Standards, Conventions and Principles such as the UN Declaration on Human Rights and other core Human Rights Treaties, including the *UN Convention on the Rights of the Child and the International Labour Standards* on *Child Labour & Forced Labour* ¹are the foundations on which much of this Code of Conduct is based. Therefore, ShelterBox expects that any supplier will adhere to these principles.

Interpretation:

The *Global Compact*² ("Compact") is a voluntary corporate citizenship community that sets the universal social and environmental principles, to meet the challenges of globalisation (a key foundation for the Compact is the Guiding Principles on Business and Human Rights). ShelterBox encourages all suppliers to participate in the Compact. This Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption, and interpretation of this Code of Conduct should be undertaken in a manner consistent with the Compact.

www.shelterbox.org Reg Charity no: 1096479

¹Forced Labour Convention, 1930 (No. 29), Abolition of Forced Labour Convention, 1957 (No. 105), Minimum Age Convention, 1973 (No. 138), and Worst Forms of Child Labour Convention, 1999 (No. 182)

² https://www.unglobalcompact.org/what-is-gc



SCOPE OF APPLICATION

- ⇒ The provisions of this *Code of Conduct* set forth ShelterBox's expectations for suppliers that are registered with ShelterBox, or with whom it does business.
- ⇒ ShelterBox expects that this *Code of Conduct* or equivalent standards apply to, and will be communicated to, suppliers' employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
- ⇒ Suppliers will be required to sign a declaration of compliance in all bid submissions and supply contracts. ShelterBox's aim is to guide its suppliers over the long term to meet these standards. Those suppliers who will not be able to demonstrate their compliance may see their supply relationship called into question.

CONTINUOUS IMPROVEMENT

- ⇒ The provisions outlined in this Code of Conduct provide the minimum standards expected of suppliers.
- ⇒ In addition, ShelterBox expects suppliers to strive to exceed international and industry best practices and to ensure that their own suppliers and subcontractors aim to do the same.
- ⇒ ShelterBox recognises that reaching some of the standards established in this **Code of Conduct** is a dynamic rather than a static process and encourages suppliers to continually improve their operations accordingly.

MANAGEMENT, MONITORING AND EVALUATION

- ⇒ Suppliers are required, as a minimum, to comply with compulsory standards in this **Code of Conduct** ("must" provisions), and to set clear goals and work-plans to work towards the other standards ("should" provisions).
- ⇒ This may require active monitoring of its own operations through establishing appropriate management systems to track progress and compliance.

KEY PRINCIPLES AND SUPPLIER STANDARDS

- ⇒ Suppliers must always follow all local and international laws. Where the standards of this **Code of Conduct** exceed any laws / regulations, the Supplier is expected to strive to adhere to these higher standards in addition to the relevant laws.
- ⇒ If you become aware of any instances where the requirements of this **Code of Conduct** are not being met (e.g. safeguarding breach, fraudulent behaviour) please notify ShelterBox immediately (contact details in Part 6).

SUSTAINABILITY

- ⇒ Sustainability should be at the forefront of our operations, and we expect all our suppliers to share this commitment. We require adherence to environmental regulations, reduction of energy and resource consumption as well as the reduction of waste and pollution generation (including Greenhouse gases). ShelterBox encourages the promotion of circular business practices such as recycling and renewable energy sources.
- ⇒ Ethical sourcing practices, including fair labour conditions and the prohibition of forced labour and child labour, are non-negotiable. We encourage positive social impact initiatives through support for local communities and the promotion of equity, diversity and inclusion.
- ⇒ As our economy shifts toward regenerative and circular practices, we need to make sure this transition is not only environmentally sound but also socially fair. (just transition³) with particular attention paid towards the vulnerable groups and communities that we work with.
- ⇒ By acknowledging the impact of climate change on disasters, we emphasise the urgency of adopting sustainable practices. Climate change worsens vulnerabilities by displacing communities and increasing humanitarian needs. We must take proactive steps to mitigate environmental harm and build resilience. Together, through sustainability and climate resilience, we shape a more equitable future.

³ Frequently Asked Questions on just transition (ilo.org)



1 - KEY PRINCIPLES

1.1 1.2	Obey all applicable international and local laws, legislation, and regulations Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff	All Standards
1.4	Employ staff of an appropriate age	
1.5	Pay all staff fairly and reasonably	Standard 2 -
1.6	Employ staff on freely agreed documented terms of employment and ensure there is no forced labour	Labour
1.7 1.8	Be a responsible employer, treat staff fairly and protect their health and safety Ensure that workers and employees have a voice and are given the freedom of association	
1.9	Grant staff the rights afforded under national and international Human Rights acts	Standard 3 -
1.10	Ensure all staff are treated with dignity and respect	Human Rights
1.11	Minimise environmental impact (including waste, energy, emissions, and water) as much as possible	Standard 4 - Environment
1.12	Adhere to the highest standards of moral and ethical conduct	Standard 5 -
1.13	Adopt a zero-tolerance approach towards fraud, bribery, and corruption	Ethical Conduct
1.14	Adopt a zero-tolerance Code of Conduct towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these	
1.15	Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct	Standard 6 – Safeguarding
1.16	Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person's socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation (Applies to during and out of working hours)	
1.17	Protect and promote the land rights of communities, including indigenous people	Standard 7 – Community
1.18	Suppliers should actively share intelligence regarding supply chain risks to mitigate material, commercial, and operational risks effectively.	Community
1.19	They must understand their role in the end-to-end delivery process, collaborating with ShelterBox and other suppliers to ensure effective utilisation of their product or service.	
1.20	Contracts should be priced sustainably to provide value throughout their duration, avoiding opportunistic pricing practices.	Standard 8- Business Practices
1.21	Suppliers are expected to maintain a reputation for fair dealing and quality delivery, enhancing ShelterBox's reputation through their actions.	Tacuces
1.22	Adherence to ShelterBox's "No PO, No Pay" policy is mandatory, ensuring transparency and accountability in financial transactions.	



SUPPLIER STANDARD 2 - LABOUR

2.1 *Minimum working age*

2.1.1 *Must* adopt the highest applicable standard for working age based on the ILO Conventions and the laws of the country(s) where the contract is implemented (i.e. whichever age is the highest).

2.2 Forced / compulsory labour

2.2.1 *Must* prohibit forced or compulsory labour / modern slavery in all forms.

2.3 *Modern slavery and human trafficking*

- 2.3.1 *Must* not participate in, or support, human trafficking or modern slavery.
- 2.3.2 Must not subject any people to exploitative or harmful labour.
- 2.3.3 *Must* comply with all applicable human rights, health and safety and employment laws in the jurisdictions in which they work.
- 2.3.4 Should have robust means of ensuring that the subcontractors in their supply chain also comply. This includes complying with the provisions of the Modern Slavery Act 2015 or any equivalent national legislation in their jurisdiction where applicable.

2.4 Child labour4

- 2.4.1 *Must* ensure that work opportunities provided to children of working age are decent.
- 2.4.2 *Must* not employ persons under the age of 18 for work that is dangerous, or likely to harm their health, safety, or morals.
- 2.4.3 Must ensure that all goods, services and works are produced and delivered by organisations that support the Rights of the Child, where children are protected from performing any work that is likely to be hazardous or to interfere with the child's education, or be harmful to the child's health and physical, mental, spiritual, moral, and social development.
- 2.4.4 Should work towards the effective elimination of child labour through your and your suppliers' supply chains including identifying and supporting children and families where children are at risk of child labour, through a do-no-harm approach and through taking the best interest of the child into account.

2.5 Discrimination

2.5.1 Must not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, tribe, age, gender, religion, sexuality, disability, civil partnership or marriage, pregnancy, maternity etc.

2.6 Harassment, intimidation, and bullying

- 2.6.1 *Must* ensure no staff are subject to harassment (sexual, verbal, physical, mental, or visual), coercive behaviour, intimidation, or bullying. This also includes behaviour directed towards ShelterBox staff, our partners and the people we work with.
- 2.6.2 *Must* ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating, or offensive environment.

⁴ According to the ILO, Child Labour refers to work that deprives children of their childhood, their potential, and their dignity. Child Labour also refers to work that is harmful to their physical and/or mental development.



2.7 *Wages and working hours*

- 2.7.1 *Must* ensure workers are provided with a fair living wage⁵.
- 2.7.2 Must not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.
- 2.7.3 *Must* ensure workers are not required to work more than the regular hours and overtime hours allowed by the laws of the country where the workers are employed.
- 2.7.4 Should use employment contracts for all staff to provide security.
- 2.7.5 Should ensure your suppliers and subcontractors are paid fairly and on time.

2.8 Health and safety

- 2.8.1 Must ensure all applicable Occupational Health and Safety laws are adhered to.
- 2.8.2 Must ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.
- 2.8.3 Must ensure adequate hygiene, health and safety measures are in place, and necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or adverse effects on health.

SUPPLIER STANDARD 3 - HUMAN RIGHTS & BEHAVIOUR

3.1 Human rights

- 3.1.1 *Must* not be complicit in any Human Rights abuses or violations.
- 3.1.2 *Must* ensure all staff are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, race, ethnic and tribal identity, faith, religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.
- 3.1.3 *Must* have policies which protect staff against discrimination, harassment, and victimisation.
- 3.1.4 Should be prepared to invest in their relationships with ShelterBox and establish trust with our staff and with other suppliers involved in delivery. We also expect suppliers to be able to speak out when staff or other suppliers are not upholding the values embedded in this Supplier Code of Conduct.

⁵ A fair living wage is a total compensation package that meets, or exceeds, the legal minimum standards or the prevailing industry standards, whichever is higher. This will include:

⁻ Wages: paid in full and directly to the staff concerned, at regular intervals no longer than one month

⁻Other benefits: including and not limited to, paid leave, parental leave, social protection, sick pay, overtime pay etc.



SUPPLIER STANDARD 4 - ENVIRONMENT

We expect our suppliers to proactively assist ShelterBox in the understanding and reduction of supply chain impacts on our environment, and related risks and should measure and reduce, where possible, the negative environmental impact of their organisation and operations. We expect suppliers to be open and transparent in reporting to ShelterBox on environmental impacts. Suppliers should reduce their negative environmental impact by adhering to the following standards⁶:

4.1 Environmental

4.1.1 *Must*, always, comply with existing environmental legislation and regulations.

4.2 Impact

- 4.2.1 Should develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier's / supply chains in the goals.
- 4.2.2 Should measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).
- 4.2.3 Should report all findings, statistics, and sustainability plans with ShelterBox.

4.3 Waste

- 4.3.1 *Must* dispose of waste generated by their activities in a responsible and legal manner.
- 4.3.2 Should adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations, paying particular attention to the eradication of unnecessary single use plastics in your supply chain (this includes procurement, production / manufacturing, packaging, and transportation).
- 4.3.3 *Should* avoid using materials that are dependent on finite resources, instead use materials of sustainable origin.
- 4.3.4 Should review processes, operations, and supply chains to maximise efficiency and reduce waste and polluting activities (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).

4.4 *Energy and emissions*

- 4.4.1 Should adopt a work culture and practices that reduce Greenhouse gas emissions (e.g. CO2, N2O, Hydrocarbons etc.) in the lifecycle of your products and operations.
- 4.4.2 Should have a clear understanding of your carbon footprint and a plan to reduce it.
- 4.4.3 Should use alternative/green energy sources (e.g. solar power), where available.

4.5 Water

4.5.1 Should minimise water usage, adopt water-saving technologies where possible and avoid water pollution.

⁶ When this is not practical/possible, set a plan/ambition to achieve these standards in the future



SUPPLIER STANDARD 5 - ETHICAL CONDUCT

5.1 *Corruption*

- 5.1.1 *Must* not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.
- 5.1.2 *Must* not attempt to improperly influence any ShelterBox procurement process.
- 5.1.3 Must adhere to anti-corruption laws and anti-money laundering regulations. We expect suppliers to have robust processes to ensure that the subcontractors in their supply chain also comply with these laws. We have zero tolerance of any form of corrupt practices including extortion and fraud that we become aware of, and we expect suppliers to be vigilant and proactively look for fraud, and the risk of fraud, in their business.
- 5.1.4 *Must* to the extent permitted by applicable law, immediately notify ShelterBox where fraudulent practice is suspected or uncovered.

5.2 *Conflict of interests (incl. Post-Employment Restrictions)*

- 5.2.1 *Must* disclose to ShelterBox any actual, perceived, or potential Conflict of Interest. This may include a ShelterBox employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.
- 5.2.2 *Must* notify ShelterBox if employment is given to any ex ShelterBox staff members within 12 months of them ending their employment with ShelterBox.

5.3 *Gifts and hospitality*

5.3.1 *Must* not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a ShelterBox employee⁷.

5.4 *Sanctions, aid diversion and export controls*

- 5.4.1 Must comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to sanctions or other restrictions) and obtain any necessary licenses under relevant sanctions or export regimes.
- 5.4.2 *Must* provide to ShelterBox the full names and dates of birth of directors, key staff and significant shareholders (over 10% ownership or voting rights), to enable vetting.
- 5.4.3 *Must* take steps to verify the origin of materials to ensure that products/ services offered to ShelterBox do not directly or indirectly finance armed groups or conflicts

SUPPLIER STANDARD 6 - SAFEGUARDING

6.1 *Child*⁸ *and adult safeguarding*

- 6.1.1 *Must* comply with all relevant laws and regulations including '*United Nations Convention on the Rights of the Child*', '*International Labour Standards on Child Labour & Forced Labour*' etc.
- 6.1.2 *Must* complete vetting / background checks on all prospective staff (permanent / temporary / casual) during recruitment.
- 6.1.3 *Must* create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

⁷ Personal gifts other than those of one off small intrinsic value (less than £25/local equivalent) that have been approved by the ShelterBox Procurement Manager or Head of Supply Chain cannot be accepted.

⁸ Child abuse consists of any act, or omission, which directly or indirectly harms children (any person under the age of 18 years old) or damages their prospect of a safe and healthy development into adulthood.



6.1.4 *Should* ensure staff are aware of the ShelterBox Safeguarding Code⁹ and participate in Safeguarding training provided by ShelterBox when offered.

6.2 Exploitation, abuse, and harm

- 6.2.1 *Must* ensure no employee or sub-contractor is left alone with a child during the delivering of goods, services or works to ShelterBox.
- 6.2.2 *Must* ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.
- 6.2.3 *Must* note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.
- 6.2.4 Must not physically, sexually, or emotionally harm, or threaten to harm any child or adult.
- 6.2.5 *Must* not engage in physical abuse, sexual abuse, or harmful behaviour towards anyone.
- 6.2.6 *Must* not engage in any form of coercive behaviour including physical and / or humiliating punishment.
- 6.2.7 *Must* not exchange money, employment or other items or promises of value for any sexual activity.
- 6.2.8 *Must* ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

SUPPLIER STANDARD 7 - COMMUNITY IMPACT

7.1 Community strengthening and livelihoods

- 7.1.1 *Should* act in a way that positively supports and promotes the development of local communities, improves their livelihoods, and uplifts the local economy.
- 7.1.2 *Should*, where possible, proactively engage and employ locally based suppliers.
- 7.1.3 Should, where possible, procure goods / materials that are sourced and manufactured locally.
- 7.1.4 *Should*, where possible and appropriate, employ staff from local communities and vulnerable groups (such as women and climate refugees).
- 7.1.5 *Should* proactively strengthen local suppliers through technical / operational / management training or support.
- 7.1.6 Should respect the rights and title to property / land of the individual, indigenous people, and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior, and informed consent, contract transparency and disclosure.

7.2 Indigenous people

- 7.2.1 *Should* respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.
- 7.2.2 Should avoid activity that may have an adverse impact on the indigenous population.

7.3 *Cultural heritage*

7.3.1 Should recognise and respect the importance of physical and non-physical cultural heritage in the community.

7.4 Social Responsibility

7.4.1 Must uphold the values of this code and supporting key corporate social responsibility areas, such as diversity and inclusion, sustainability, prompt payment, engagement, and skills development

⁹ Safeguarding Code of Conduct.pdf



SUPPLIER STANDARD 8 - BUSINESS PRACTICES

8.1 *Management of Risk*

8.1.1 Should be prepared to share intelligence of supply chain risks (including risks caused by the climate crisis) with ShelterBox and its suppliers, so that material, commercial and operational risks can be mitigated.

8.2 End-to-end Delivery

8.2.1 Should be aware of how they contribute to overall delivery, and work with ShelterBox and other suppliers to ensure that their goods, service or works are used effectively in the delivery of a high-quality service. Some of ShelterBox's requirements are complex, and no single supplier will have complete contractual responsibility for every element of what is needed to deliver to the end service user.

8.3 Value

- 8.3.1 *Must* work in good faith to resolve any disputes promptly and fairly during the life of a contract through good relationship management and, where appropriate, contractual dispute resolution mechanisms, recognising that ShelterBox's and supplier's interests are rarely best served by protracted litigation.
- 8.3.2 Should ensure that contracts should be priced to offer sustainable value throughout their life, including when changes are needed. Whilst we accept our suppliers make a profit margin in return for the risk they are accepting, we expect suppliers not to exploit an incumbent or monopoly position, an urgent situation or an asymmetry of capability or information to impose opportunistic pricing. Donors expect ShelterBox to obtain value for every spend and to be able to demonstrate that long-term impact of our work.

8.4 Reputation

8.4.1 Should be proud of their reputation for fair dealing and quality delivery. We also want working with ShelterBox to be seen as reputation-enhancing for the supplier. We expect suppliers to be protective of ShelterBox's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring ShelterBox into disrepute by engaging in any act or omission which is reasonably likely to diminish trust.

8.5 No PO, No Pay

8.5.1 *Must* adhere to ShelterBox's policy of not paying for goods or services unless a Purchase Order (PO) has been issued in advance, or the supplier has been advised that the nature of the purchase is exempt from requiring a Purchase Order. We expect suppliers to comply with this policy.

Please request PO Number from either supplychain@shelterbox.org for direct spends or procurement@shelterbox.org for indirect spends. This will then need to be added onto the invoice and sent to finance team via finance@shelterbox.org.



8.6 Cyber Security

- 8.6.1 *Must* always safeguard the integrity and security of systems
- 8.6.2 **Must** adhere strictly to applicable government standards and guidance regarding cyber security and the protection of personal data.
- 8.6.3 **Must** notify ShelterBox promptly upon discovering any cyber security or personal data incident that directly or potentially compromises ShelterBox data or personal data.
- 8.6.4 *Must* implement robust measures to prevent cyber security or personal data breaches.
- 8.6.5 Should regularly update and enhance cyber security and data security protocols to adapt to evolving threats.
- 8.6.6 Should ensure all staff receive cyber security and data protection training
- 8.6.7 Should foster a culture of vigilance and awareness among staff regarding cyber security and data protection risks and best practices.
- 8.6.8 *Should* collaborate with ShelterBox to conduct periodic assessments and audits of cyber security and data protection measures for continuous improvement.

8.7 Confidentiality

- 8.7.1 *Must* comply with the provisions in their contracts and any legal requirements to protect sensitive and/or confidential information. Suppliers to ShelterBox may also be party to confidential information that is necessary for them to be effective partners.
- 8.7.2 Should handle this information (even if it is not covered by contractual provisions) with the same care as information of similar sensitivity or confidentiality in the supplier's own organisation.



SAFEGUARDING / CONTACT US

A complaint or concern about safeguarding, particularly if a child or vulnerable adult is involved, should be reported immediately or within 24 hours in exceptional circumstances using one of the contact channels listed below, in accordance with the mandatory reporting obligation of all suppliers, their subcontractors, employees, associates, visitors, partners, etc.

safeguarding@shelterbox.org

hr@shelterbox.org

Alternatively, if you are worried about reporting to the safeguarding advisor and team, complaint can be made to the Board of Trustees Safeguarding Lead at <u>safeguarding_trustee@shelterbox.org</u>

WHISTLEBLOWING / CONTACT US

ShelterBox commits to fair and transparent processes. Concerns should be submitted using the website address listed below. All issues will be reviewed and investigated discretely and appropriately.

A Whistleblowing policy is in place to ensure any issues are sensitively and effectively addressed. Any complaints or concerns can be sent to the following teams:

Telephone: You can use the independent whistleblowing service by contacting *Safecall* 24 hours a day, seven days a week:

By freephone: UK: *0800 9151571*. Please keep in mind that if you are calling from outside the UK, Canada, or the US, you must use the +44 UK country code (e.g. 44 800 XXX XXXX) and that calls to the safe call number will incur charges, making them no longer "freephone" calls. International rates will apply, which will vary depending on where you call from.

By freephone: Philippines: 1800 14410499

Other numbers are also available – please visit the Safecall website (below) for further details.

Via the web: www.safecall.co.uk/report

Supplier:	ShelterBox Representative:
Signed by:	Signed By:



THANK YOU

ShelterBox.org

