



# **Supplier Code of Conduct Policy**

*External Document*

*Version: 1.0*

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**Version Control**

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**Reviewed and approved by**

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## 1 Purpose

- 1.1 This Expo City Dubai's Supplier Code of Conduct has been established to define the rights and responsibilities of the Suppliers of Expo City Dubai, its contractors, consultants and affiliates, along with the conduct expected from each of the Suppliers
- 1.2 ECD is keen to ensure the protection of the working rights and safety of the people who provide ECD with required material/ goods/ services/works while recognizing and respecting the cultural and legal differences found across the world
- 1.3 To promote trust and confidence in the procurement process at the ECD, all Suppliers engaged in the procurement process are required to commit themselves in writing, to the Code of Conduct for the Procurement Department
- 1.4 By signing this document, Suppliers declare that they take accountability for their actions during the entirety of the procurement process
- 1.5 Suppliers shall adhere to the highest ethical standards during their interaction with ECD. By signing this document, Suppliers also fully accept all consequences of not adhering to the Code of Conduct
- 1.6 Although no set of principles and standards can be all-inclusive, the ECD Code of Conduct for the Suppliers to the ECD has been created with the intention of covering major local and international procurement requirements and issues. All Suppliers to the ECD must adhere to the principles and conduct defined in this document

## 2 Definitions

- 2.1 Unless otherwise defined herein, the words and expressions set out in the main Contract shall bear the same meaning in this Policy

Abbreviation	Expansion
Expo City Dubai	Expo City Dubai Authority along with its subsidiaries and affiliate companies (hereafter referred to as "ECD")
Procurement Department	means the central function within Expo City Dubai which leads on all Procurement matters
Supplier	means any external party that provides ECD with required material/ goods/ services/ works including but not limited to the entity's parent, affiliates, subsidiaries, agents, representatives, principals and other businesses, names or trade names used by such entity in relation to the required material/ goods/ services/ works for ECD
Conflict of interest	means and includes any situation that has the potential to undermine the impartiality of a person because of the possibility of the clash between the person's self-interest and professional interest or public interest; OR a situation in which a party's responsibility to a second party limits its ability to discharge its responsibility to a third party
Unbiased evaluation	means and includes any impartial evaluation in which no prejudice, personal issues or preconceived notions are reflected in the outcome. Evaluation must be based solely on ECD regulations
Third parties	means an individual or group of individuals or any organization or entity that is not a principal participant in the transaction



Abbreviation	Expansion
Corruption	means and include any dishonest or fraudulent conduct that has the potential to challenge the integrity of the procurement processes of ECD or harms the reputation of ECD or that of the ECD Procurement Department
Code	means this Code of Conduct and any alterations thereof

### 3 Principles

#### 3.1 Human Rights

- 3.1.1 ECD believes all workers deserve a fair and ethical workplace environment and must be treated with the utmost dignity and respect
- 3.1.2 Accordingly, Supplier must always treat its workers with dignity and respect and the Supplier shall (a) uphold the highest standards of human rights, (b) provide a mechanism for reporting human rights violations and (c) where it is allowed by law, have a system that allows workers to anonymously report concerns. Supplier shall ensure that the third-party recruitment agencies that it uses are compliant with applicable provisions of this Code and the UAE laws

#### 3.2 No Forced Labour

- 3.2.1 Supplier shall ensure that all work is voluntary. There shall be no trafficking of persons or use of any form of slave, forced or indentured labor. Involuntary labor includes the transportation, harboring, recruitment, transfer, receipt or employment of persons by means of threat, force, coercion, abduction, fraud or payments to any person having control over another person for the purpose of exploitation. Supplier shall not withhold workers' original government-issued identification and travel documents. Supplier shall ensure that any workers' contracts clearly convey the conditions of employment in a language understood by the workers. Supplier shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting facilities
- 3.2.2 Suppliers to ECD shall not be complicit in any form of forced and/or compulsory labour. All labour for ECD shall be free of any restrictions in line with relevant UAE and International Laws and regulations.

#### 3.3 No Child Labour

- 3.3.1 ECD defines minimum age of employment as 16 years. In the event where, the UAE local legislation, or Suppliers' country of origin's legislation stipulate a higher minimum age, the higher limit shall apply. Suppliers shall not employ workers under the legal age of any country or jurisdiction where suppliers perform work for ECD under any circumstances.
- 3.3.2 Persons with the ages between 16 and 18 years will be considered as young workers (hereinafter referred to as "Young workers"). Young Workers shall not work during night hours, in industrial projects or in hazardous conditions and the best interests of the Young worker shall be the primary consideration at all times

**3.4 Anti-Discrimination/ Legal Right to Work**

- 3.4.1 Supplier shall not discriminate any worker based on race, age, disability, ethnicity, gender, pregnancy, marital status, parental status, social status, national origin, political or union affiliation, religion, sexual orientation in hiring and other employment practices or any other characteristic protected by local or international laws, as applicable. Supplier's hiring practices must include verification of workers' legal right to work in the country and ensure that all mandatory documents, including work permits, are timely obtained and available for inspection

**3.5 No Harsh or Inhumane Treatment**

- 3.5.1 ECD expects its Suppliers to treat their workers with the utmost dignity and respect and make sure that they are not complicit in human rights abuses

**3.6 Safe and Hygienic Working Conditions**

- 3.6.1 Worker's well-being is essential and Supplier shall provide a healthy and safe work environment for its workers, including tolerable temperatures, noise levels, adequate ventilation, sufficient lighting, clean toilet facilities and drinkable water. Supplier shall take proactive measures that support accident prevention and minimize health risk exposure. Supplier shall provide workers with appropriate workplace health and safety training
- 3.6.2 Supplier shall have a system for workers to report health and safety incidents and unsafe working conditions without fear of retaliation. Such system shall be used to document, investigate, track and manage all incidents reported. Supplier shall implement corrective action plans to mitigate risks, provide necessary solutions and facilitate the health and safety of its Workers through any such incident
- 3.6.3 Supplier shall identify, evaluate, and manage workplace health and safety hazards through a prioritized process of hazard elimination, engineering controls and/or administrative controls. If required for the performance of their duties and responsibilities, Supplier shall provide workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use
- 3.6.4 Supplier shall identify and assess potential emergency situations affecting the health, safety and welfare of its workers
- 3.6.5 For each situation, Supplier shall develop and implement emergency plans and response procedures that minimize harm to life, environment and property
- 3.6.6 Suppliers shall provide their workers with regular training in the matter of health and safety at work. The company shall keep an appropriate record of the training courses done. Likewise, they shall appoint a person in charge of health and safety within the Management, duly authorized and with the appropriate decision taking power

**3.7 Wages are Paid**

- 3.7.1 Suppliers shall ensure that wages paid meet at least the minimum legal or collective bargain agreement, should this latter be higher. In any event, wages should always be enough to meet at least the basic needs of workers and their families and any other which might be considered as reasonable additional needs
- 3.7.2 Suppliers shall not make any withholdings and/or deductions from wages for disciplinary purposes, nor for any reasons other than those provided in the applicable regulations. Likewise, they shall provide all workers with written and understandable information about their wages conditions upon their recruitment, and detailed information about the particulars of their wages every time that these are paid

- 3.7.3 Suppliers shall also ensure that wages and any other allowances or benefits are paid on time and are rendered in full compliance with all applicable laws and specifically, that payments are made in the manner that best suits the workers
- 3.8 Working Hours are not Excessive
- 3.8.1 Suppliers shall adjust the length of the working day to the provisions of the applicable laws or of the collective bargain agreement applicable for the sector in question, if the latter affords greater protection for the workers.
- 3.8.2 Suppliers shall not require their employees to work, as a rule of thumb, in excess of 48 hours a week and workers shall be granted at least one day off for every 7 calendar day period on average
- 3.8.3 Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate, pursuant to the provisions of the prevailing regulations in force
- 3.9 Traceability of Production
- 3.9.1 Suppliers shall not assign any work to third parties without the prior written authorization of ECD. Those who outsource any work shall be responsible for the enforcement of the Code by these third parties and their employees
- 3.9.2 Likewise, Suppliers shall apply the principles of this Code to any homemaker involved in their supply chain, and shall give transparency to the locations and working conditions of said homeworkers
- 3.10 Health and Safety of Products
- 3.10.1 Suppliers are responsible for all products supplied to ECD to comply with ECD's health and safety product standards so that the commercialized products do not entail any risk to customers
- 3.11 Environmental Awareness
- 3.11.1 ECD is keen to ensure the environment protection. Supplier is expected to conduct its operations in a way that minimizes the impact on the environment, its customers, and workers and shall use sustainable production methods and minimize the use of environmentally harmful approaches to increase business and/or profits
- 3.11.2 Reducing Environmental Impact
- 3.11.3 As and to the extent applicable to its operations, Supplier shall (a) make efforts to reduce energy, water, and natural resource consumption by implementing methods to conserve them and (b) develop, implement and maintain environmentally responsible business practices. Supplier shall minimize use of hazardous substances through implementation of substitution or reduction methods
- 3.11.4 Adoption of Standards, Compliance with Laws, Permits
- 3.11.5 As and to the extent applicable to its operations, Supplier shall have a systematic approach to hazardous (and non-hazardous) substance management within its premises and an environmental management system. Any such system shall identify, manage, reduce, and responsibly dispose of or recycle hazardous (and nonhazardous) substances
- 3.11.6 Supplier shall ensure that its operations comply with local laws related to air emissions, water consumption, toxic substances and hazardous waste disposal. Supplier shall obtain, keep current and comply with all required environmental permits and shall comply with the reporting requirements of applicable permits and regulations



**3.12 Conflict of Interest**

3.12.1 ECD expects Suppliers to avoid situations where their existing or potential business relationships may appear to compromise their responsibilities or ability to make sound, impartial and objective business decisions in connection with their engagement with ECD

3.12.2 All Suppliers are expected to strictly abide by ECD's Supplier Conflict of Interest Declaration Policies

**3.13 Confidentiality of Information**

3.13.1 Supplier shall use customary industry practices to manage confidential information it receives from, by, for, or about ECD. All such information, including information in electronic format, intellectual property, software, or other technologies, must be protected with appropriate safeguards

3.13.2 Any transfer of confidential information to a third party without the consent of ECD must be done in a way that secures and protects the property rights of ECD

3.13.3 Supplier may only receive proprietary and confidential information from ECD subject to execution of a confidentiality or non-disclosure agreement and must comply with the obligations included within such agreement at all times

3.13.4 Supplier may not use the trademarks, images, or other copyrighted materials of ECD, unless explicitly authorized to do so

**3.14 Intellectual Property**

3.14.1 Suppliers shall respect intellectual property rights and ECD-related information, whether provided by or developed for ECD

3.14.2 Suppliers shall not knowingly breach any existing patents in its dealings with ECD

3.14.3 If intellectual property is developed during the time that the Supplier is contracted by ECD, the intellectual property developed will be owned in accordance with UAE Intellectual Property Rights

**3.15 Code Implementation**

3.15.1 Suppliers shall implement and maintain programs to set in motion this Code. They shall appoint a senior member of Management who shall be responsible for the implementation and enforcement of this Code

3.15.2 Suppliers shall communicate the Code to all employees and those in any way involved in the ECD Supply Chain.

3.15.3 A copy of the Code, translated into the local language, shall be displayed in accessible locations to all workers

**3.16 Anti-Corruption**

3.16.1 Suppliers shall maintain the highest ethical and moral conduct and not engage in corruption of any form, including but not limited to collusion, bribery, extortion, coercion and fraud

3.16.2 Suppliers shall respect and comply with all the local anti-corruption laws and regulations where they operate and the applicable international anti-corruption conventions



3.16.3 Suppliers shall not offer gifts, entertainment, any type of inducement or incentive or hospitality to ECD staff which is not allowed as per ECD's Gifts, Entertainments and Hospitality Policy. It is the ECD Employee's responsibility to return /not accept gifts or entertainment offered by the Supplier which is non-compliant with the ECD policies and to initiate disciplinary action against the Supplier, as appropriate

3.16.4 Suppliers shall not offer facilitation payments to anyone for ECD-related business under any circumstances

3.17 Transparency

3.17.1 Suppliers shall carry out their activities in an honest, upright and transparent way, keeping for these purposes an appropriate accounting records system that facilitates the traceability of their decisions, as a preventive measure versus any type of collusion, coercion, corruption, bribe, extortion and fraud

3.17.2 Suppliers shall not manipulate or influence their workers, nor shall they forge any files or records in order to alter the verification process regarding compliance with this Code

3.17.3 Suppliers shall maintain documentation, accounts and records of its interactions with ECD to support compliance to requirements of this Code

3.17.4 Suppliers shall not make false representations, readings or omissions for any reason in connection with their business with ECD

3.17.5 Suppliers shall not withhold any information requested by ECD, if it directly impacts the course of business or reputation of ECD

*Reference To National Legislation, Conventions and Agreements*

3.17.6 The provisions of this Code constitute only minimum standards

3.17.7 Should national regulations or any other applicable Law or any other commitments undertaken or applicable, including collective bargaining agreements, govern the same issue, the provision which offers greater protection for workers shall apply

3.17.8 ECD assumes, as part of its internal norms, the content of national and international Agreements and Conventions to which it has adhered, and that they are applied in its relationship with Suppliers, committing to their promotion and compliance

*Verification of Compliance*

3.17.9 Suppliers shall authorize ECD and/or any third parties the former might appoint, to monitor the appropriate enforcement of the Code. For these purposes, they shall provide the required means and the appropriate access to the facilities and documentation required to ensure this verification process

*Publication of the Code*

3.17.10 The managers of the External Manufacturers and Workshops that provides ECD material/ goods/ services/works shall inform their employees about the contents of this Code . A copy of the same, drawn up in the local language, shall be placed in any place accessible to all employees

**3.18 Financial Integrity**

- 3.18.1 Disbursement of funds related to Supplier's business with ECD is contingent upon a written contract with ECD signed by duly authorized representatives of both parties. All transactions related to Supplier's contract with ECD and other relevant forms, orders and reports provided to ECD must be accurately documented. Supplier shall maintain accurate and timely financial books, records, and statements pertaining to its own business in accordance with applicable rules, laws and regulations

**3.19 Compliance Management**

- 3.19.1 Supplier is expected to have a management system that ensures compliance with applicable laws and regulations as well as ECD policies including this Code and that identifies and reduces operational risks related to this Code. The system should also cover continued compliance with regard to changes in laws and regulations affecting Supplier's business operations. Supplier shall train workers and appropriate management personnel to facilitate such compliance

**3.20 Supplier Responsibility and Accountability**

- 3.20.1 As outlined above, Supplier is required to provide safe working conditions of its workers, treat workers with dignity and respect, act fairly and ethically, and use environmentally responsible practices in its operations
- 3.20.2 Supplier when representing ECD shall pledge itself to protect and promote the interests of ECD and shall act in good faith and dutifully to the highest quality standard and ensure that the reputation and integrity of ECD are maintained to the highest standards at all times
- 3.20.3 Supplier shall assist ECD in enforcing this Code and shall have its own process for communicating clear and accurate Code requirements to its workers
- 3.20.4 Supplier shall develop and maintain processes (a) to identify risks associated with its business operations including labor and human rights, environmental, health, safety, ethics, and legal compliance, (b) to determine the significance and impact of each risk and (c) to implement processes and controls to manage the risks identified
- 3.20.5 Supplier shall identify personnel in charge of performing periodic evaluations of its operations (and facilities of its subcontractors and Suppliers) to ensure compliance with this Code and applicable laws and regulations. ECD will contact such designated personnel to assess Supplier compliance on a routine basis. Supplier shall provide information and allow access to their premises in furtherance of any such assessment performed by ECD or its designee

#### 4 Consequences of not adhering to the Code

- 4.1 By bidding to provide goods or services to ECD, the Supplier acknowledges that it is aware of and prepared to be bound to the ECD Supplier Code. An acceptance of a Purchase Order or a Contract shall be considered to be an acceptance of the Code by the Supplier and the Supplier will be bound to honouring the Code
- 4.2 The Suppliers contracted by ECD are responsible to ensure that parties sub-contracted by the Supplier during the time at which it is providing goods and/ or services to ECD are in compliance with the ECD Supplier. The Supplier contracted by ECD shall be held responsible for non-compliance by any subcontracted parties
- 4.3 ECD reserves the right to audit Suppliers on their compliance with this code. Non Compliance with this Code will lead to an investigation based on which ECD may decide either to Terminate or Blacklist a Supplier and where required undertake legal actions in line with the contract terms and conditions
- 4.4 Any violations of this Code may cause ECD to cease doing business with Supplier, especially in the event that a continuous and measurable improvement over time is not assessed. The Supplier shall fully indemnify ECD from and against all claims and losses suffered, sustained, or incurred, arising out of or in connection with any non-compliance or violation of the Code.



## Appendix A: Supplier Compliance Commitment

I hereby confirm, in order to guarantee effectiveness in the establishment and fulfillment of the Code as the representative of '.....' Supplier of Expo City Dubai that:

1. We have full knowledge and comply with all the relevant laws (local, national and international) in the countries where we operate.
2. The Code requirements are in no way contradictory to the law.
3. We fully understand the Code and undertake to comply with it.
4. We agree to inform all our subcontractors about the contents of the Code, and to enforce their compliance with it.
5. Expo City Dubai itself or other independent parties appointed by it are entitled to carry out inspections at our facilities without giving previous notice, as well as at our subcontractor's facilities. Likewise, we undertake to give, with no delay, all the necessary information in order to verify that we comply with each and every point of the Code.
6. In the event that we or our subcontractors do not pass the initial inspection, we undertake to take appropriate measures in order to correct all the revealed failures and to keep on operating with Expo City Dubai.
7. We assume that an immediate cancellation of all pending orders could arise from failure to comply with these principles.