



Suppliers and Consultants Code of Conduct

Exclusion criteria

“YE-ADN-SNP-4-2025-9 ”

Article 1

All of the Triangle Génération Humanitaire's (TGH) contract parties (Contract Party) are expected to comply with the following Supplier and Consultants Code of Conduct and are responsible for encouraging, advocating and promoting the dissemination of these ethical standards. The Contract Party is requested to make the principles of the Supplier and Consultants Code of Conduct known to any subcontractor used by the Contract Party and to encourage the subcontractor to adhere to these standards. The Supplier and Consultants Code of Conduct applies to all TGH's Contract Parties who are all requested to sign it and thus confirm that they uphold its standards as far as applicable to their status.

1 RESPECT FOR HUMAN RIGHTS

1.1 The Contract Party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 including all protocols to the convention, and respect the dignity and worth of all persons including respect for the equal rights of men and women.

2 TERRORISM AND ILLEGAL ACTIVITY

2.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

2.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

2.3 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

2.4 Audits and screening: TGH will continuously monitor suppliers' compliance with the standards set out in this Code of Conduct by asking suppliers to provide relevant information and through audits/screening by third parties.

3 ANTI-CORRUPTION, ANTI-FRAUD & CONFLICT OF INTEREST

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

3.2 Each Supplier, Consultants and Contract Party to TGH represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined by TGH as the misuse of entrusted power for private gain. This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by TGH, including tendering, award or execution of contracts. TGH reserves the right, without prejudice to any other right or remedy available to

it, according to any violation of this clause to immediately terminate the Contract and/or the Contract Party's business relationship with TGH, and to take such additional action, civil and/or criminal, as may be appropriate. TGH will seek to recover any assets lost due to corruption or fraud. The Contract Party agrees to accurately communicate TGH's policy with regards to Anti-Corruption to Third Parties. The Contract Party furthermore agrees to inform TGH immediately of any suspicion or information it receives from any source alleging a violation of this clause according to the contact details by reporting directly to TGH HQ at stopfraud@trianglegh.org.

3.3 Any conflict of interest on the part of the Contract Party shall be immediately disclosed to TGH. The Contract Party affirms that it has no current or prior business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises under this Contract, the Contract Party shall immediately inform TGH in writing of such conflict.

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

4 ENVIRONMENT

4.1 Within the frame of the global worldwide deterioration of the environment, and acknowledging that this deterioration has a direct impact on the populations it is committed to serve, TGH is committed to limit to all possible extent the environmental footprint of his programs. The contract party undertakes to take all possible measures to reduce the environmental impact generated by the contract, to aim for a minimum carbon footprint and to meet the environmental commitments detailed in the body of the contract such as:

1. Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal,
2. Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal,
3. Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal,
4. Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

4.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements.

4.3 The Contract Party undertakes to support a precautionary approach to environmental challenges and not in any way damaging, destroying or causing any harm to the environment. Further the Contract Party undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

5 MINES AND WEAPONS

5.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of mines. The term "mines" means those devices defined in Article 2, Sections 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.20.2.

5.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

6 SEXUAL EXPLOITATION AND SEXUAL ABUSE

6.1 The Contract Party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Reports of suspected sexual exploitation and sexual abuse can be reported directly to TGH HQ at stopabuse@trianglegh.org.

7 CHILD LABOUR & FORCED LABOUR

7.1 The Contract Party represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

7.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are using any form of forced and compulsory labour.

8 WORKING CONDITIONS & DISCRIMINATION IN WORKING CONDITIONS

8.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO).

8.2 The Contract Party represents and warrants that it and all of its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers.

8.3 The Contract Party represents and warrants that neither it nor any of its subcontractors are discriminating any of its workers with regard to race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

8.4 The Contract Party represents and warrants that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

9 TRANSPARENCY AND ACCOUNTABILITY

9.1 The Contract Party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of TGH in order for TGH to examine any alleged breach of this Supplier and Consultants Code of Conduct.

Any Breach of the representations and warranties of this Supplier and Consultants Code of Conduct shall entitle the TGH to terminate any contractual relations with the Contract Party immediately upon notice to the Contract Party, at no cost to TGH.

Place:

Date:

On behalf of [insert name]

Article 2 Exclusion criteria

An economic operator will be excluded from participation in procurement and grant procedures if:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other economic operators with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the economic operator is guilty of any of the following:
 - i. fraud,
 - ii. corruption;
 - iii. participation in a criminal organisation;
 - iv. money laundering or terrorist financing;
 - v. terrorist-related offences or offences linked to terrorist activities;
 - vi. child labour or other forms of trafficking in human;
- e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract managed by the contracting authority, which has led to its early termination or to the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity.

Signature of the candidate or tenderer:

Stamp and Date: