



Terms and Conditions for Supply Goods and Services

1. Definitions

In the context of these conditions, the following words shall have the following meanings:

- a. **"The Purchaser"** means the business placing the Order as identified on the Order;
- b. **"The Supplier"** means the person, firm, company or organization to whom the Order is addressed;
- c. **"The Goods"** means the Goods subject to the Order, or any of them or any services to be provided hereunder;
- d. **"The Order"** means the Order issued by the Purchaser for the supply of the Goods;
- e. **"Specification"** means the technical description and or requirements (if any) of the Goods contained or referred to in the Order.
- f. **"Price"** means the price of the Goods and/or Services specified in the Order;
- g. **"Seller"** means the selling entity specified in the Order;
- h. **"Services"** means the services (or any part thereof) described in the Order; and

2. Applicable Terms and Conditions

This Order is made only upon and subject to the terms and conditions set out below and shall be accepted by the Supplier. These terms and conditions and any Special Conditions of Purchase applicable to this Order shall prevail over any terms and conditions of the Supplier whether contained in a quotation, catalogue, price list, Order acknowledgement, or any other document, except so far as provided in any amendments or modifications which have been agreed in writing by the Purchaser.

3. Authorization

The Purchaser accepts no liability for any goods delivered or services provided unless the Order has been placed or amended by a duly authorized officer or the Purchaser.

4. Quantities

The quantities shall be as stated in the Order. No quantity in excess or that stated on the Order will be paid for without the written authority of the Purchaser before delivery. The Purchaser reserves the right to reject incomplete deliveries and to refuse delivery, reject or refuse to pay for and/or (at the Supplier's expense and risk) return any unauthorized and/or unaccepted shortfall or excess. Any signature by or on behalf of the Purchaser on any delivery note of the Supplier shall not signify acceptance of the quantity of the Goods.

5. Alterations

No alterations or modifications to the quantities, type, physical structure, specification, or standards are to be undertaken by the Supplier at the request of any employee of the Purchaser or its agent or representative or any other person unless and until written confirmation is received from a duly authorized representative of the Purchaser.

6. Testing and inspection

6.1 Prior to delivery the Supplier shall inspect and test the Goods for compliance with the Order.

6.2 The Purchaser shall be entitled to request the Supplier to supply certified copies of records of such inspection and tests free of charge and the Supplier shall promptly and fully comply with such request.

6.3 The Purchaser shall be entitled to inspect and/or test the Goods at any reasonable time or times during the manufacture, processing and/or storage of the Goods. If the Purchaser exercises this right the Supplier shall grant to

the Purchaser or its nominated representative a right of access and shall afford to the same all such facilities as may be reasonably required for such purposes.

6.4 In the event that the Goods or any part thereof fail inspection and/or testing the Purchaser (without prejudice to any of its other rights) reserves the right to charge the Supplier any cost in respect of travel and accommodation incurred by the Purchaser for subsequent re-inspection and/or re-testing (if any).

6.5 Any inspections or tests carried out under Clauses 6.2 and/or 6.3 above shall not in any way relieve the Supplier from any or its obligations under the Order or from those existing either at law or by statute or any part thereof.

7. Quality

7.1 Without prejudice to the Purchaser's statutory rights or rights under these terms and conditions the Goods shall:

- (i) conform to the quality, standards, description, Specification and/or references quoted in the Order and/or to any samples submitted and to the satisfaction of the Purchaser.
- (ii) be of the very best design, materials and workmanship;
- (iii) be capable of any standard of performance specified in the Order.

7.2 In the event that the Goods or any part thereof fail to meet the Specifications, standards, quality or samples as aforesaid, the Purchaser (without prejudice to any of its other rights) reserves the right to reject and/or return the Goods to the Supplier at the Supplier's expense.

8. Delivery

8.1 Time shall be of the essence of this Order.

8.2 Unless otherwise specified by the Purchaser supply of the Goods shall be affected by the Supplier at the Supplier's own risk and expense (including the risk or deterioration in the Goods necessarily incident to the course of transit) to the place and on the date(s) specified in the Order.

8.3 In the event of the Goods not being delivered on the date(s) specified in the Order the Purchaser reserves the right to cancel the Order pursuant to Clause 13.

8.4 The Purchaser shall be under no obligation to accept delivery of the Goods before the date(s) specified in the Order.

8.5 The delivery of the Goods shall be made to the delivery address as shown on the Order unless the Supplier is subsequently advised in writing by the Purchaser of a change of delivery address. In the event that the Supplier delivers the Goods to the wrong address, the Purchaser reserves the right to refuse to accept delivery at that address or to charge the Supplier for the cost of subsequent transfer.

9. Packing

9.1 All Goods must be adequately packed for mode of delivery and type of Goods at no cost to the Purchaser.

9.2 Each package must

- (a) bear the Purchaser's Order number.
- (b) be accompanied by a readily accessible packing note detailing the contents; and
- (c) conform with any applicable export and/or import regulations.





9.3 The Supplier shall be held responsible for any damage incurred due to bad or insufficient packing.

10. Purchaser's Property

10.1 The Supplier shall ensure that any drawings, data, goods, tools, Materials, equipment or any other property provided by, through or on behalf of the Purchaser for use by the Supplier shall at all times be

(a) clearly identified and marked as being the property of the Purchaser, and

(b) stored separately from any other property belonging to the Supplier or a third party.

10.2 The Purchaser reserves the right to repossess such property and the Supplier shall grant an irrevocable right and Licence to the Purchaser its servants or agents to enter with or without vehicles upon all or any of its premises or any land or premises occupied by the Supplier. The right shall continue to subsist notwithstanding the termination of the Order for any reason and is without prejudice to any other rights of the Purchaser hereunder or otherwise.

11. Prices and Payment

11.1 Prices shall remain as stated in the Order and shall not be subject to variations.

11.2 Prices quoted shall be exclusive of Value Added Tax but shall be deemed to be inclusive of any other form of purchase tax and/or import duties applicable from time to time unless the contrary is expressly stated or is clear from the face of the document on which the price is quoted. Value Added Tax at the appropriate rate where chargeable shall only be paid by the Purchaser on receipt of a valid Value Added Tax Invoice.

11.3 Payment shall be made in accordance with the payment terms stated on the Order (if any), or in the absence of payment terms in the Order standard payment terms applicable in the industry will apply.

11.4 The period agreed for payment shall begin to run from the date of acceptance of the Goods by the Purchaser or acceptance by the Purchaser of the invoice whichever is the later.

11.5 The Purchaser reserves the right to deduct from any monies due or becoming due to the Supplier, any monies due from the Supplier to the Purchaser in respect of materials supplied or services rendered by the Purchaser or any other sums due to the Purchaser from the Supplier.

12. Title

The property and risk in the Goods shall pass to the Purchaser on acceptance by the Purchaser or the Goods or (in the case of delivery by instalments) on acceptance by the Purchaser of each instalment.

13. Cancellation

Without prejudice to its other rights the Purchaser reserves the right to cancel this Order for any reason and at any time upon giving the Supplier notice in writing. Save in the event of breach by the Supplier a reasonable price will be paid by the Purchaser. The Purchaser shall not be liable for any other direct or indirect cost or loss to the Supplier including consequential loss.

14. Guarantee

14.1 If within 12 months from the Goods having been put into service any defect in the Goods shall be discovered or arise under normal use attributable to faulty design, materials or workmanship the Supplier shall without prejudice to any other rights or remedies of the Purchaser promptly remedy the defect either by repair to the Purchaser's satisfaction or replacement without charge to the Purchaser.

14.2 The Supplier shall not be entitled to reject any claim made in respect of any defect arising within the guarantee period on the basis that the Purchaser failed to make the complaint during such period.

14.3 The provisions of this condition shall apply to replacement or repaired Goods effective from the date of putting into service of such replacement or repaired Goods, but shall not prejudice any of the Purchaser's rights resulting from any defects in the Goods.

14.4 Where the parties agree a guarantee period in excess of 12 months. Clause 14.1 shall be deemed to be amended to provide for such longer period.

15. Insurance

The Supplier shall maintain adequate insurance to the full value of the Goods or any other Goods, tools, materials, equipment or any other property provided by, through or on behalf of the Purchaser for use by the Supplier whilst these are in the Supplier's possession or whilst the risk lies with the Supplier in accordance with Clauses 8.2 and 12.2

16. indemnity

16.1 The Supplier shall indemnify the Purchaser against the following:

- (i) loss or damage or injury (including death) whatsoever and whensoever arising, caused to the Purchaser or for which the Purchaser may be liable to any person. due to the negligence, or act of omission of the Supplier or its servants or agents arising from any alleged fault or defect (howsoever arising) in the materials, workmanship or quality of the Goods manufactured by or for or supplied to the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto:
- (ii) all claims in respect of death or injury. howsoever caused to or by any or the employees, or servants. agents or sub-contractors or the Supplier while on the Purchaser's premises in the performance of this Order.

16.2 The Supplier shall maintain adequate insurance against the liabilities in Condition 16.1

17. Rejection and Rescission,

if the Goods do not comply with the Order or any of the terms and conditions of the Order, are breached or not complied with by the Supplier or it is in the Purchaser's opinion clear that the Supplier will be unable to perform its part or the Order, the Purchaser shall at its discretion be entitled (but not obligated) to treat the Order as repudiated or reject the Goods and/or rescind the Order (notwithstanding the property in the Goods may have passed) by giving written notice to the Supplier and the following conditions shall where appropriate apply:

- (i) The Purchaser shall return to the Supplier at the Supplier's risk and expense any rejected Goods or any Goods already delivered which by reason or non-delivery of the balance are not reasonably capable of use by the Purchaser or at its option may require the Supplier to collect the same; and
- (ii) the Purchaser may at its discretion require the Supplier either to restore or rectify the Goods to the satisfaction of the Purchaser and at the Supplier's expense to replace any Goods so rejected upon the same conditions as herein stated: and
- (iii) the Supplier will repay to the Purchaser any monies paid by the Purchaser in respect of rejected or undelivered Goods; and
- (iv) the Supplier shall be fully accountable to the Purchaser for any loss the Purchaser may have suffered arising from or out of such repudiation, rejection and/or rescission; and
- (v) Any such repudiation, rejection and/or rescission shall be without prejudice to the accrued rights of either party.

18. Confidentiality

18.1 This Order and the subject matter hereof shall be treated as confidential between the parties and shall not be discussed or publicized by the Supplier to any third parties for any reason without the Purchaser's prior written consent.

18.2 The Supplier shall not advertise, announce or otherwise publicize in any form or cooperate or allow to be advertised, announced or otherwise publicized that Goods are to be or have been supplied by it to the Purchaser or otherwise use the Purchaser's name or any Other form of identity without the Purchaser's prior written consent.

18.3 The Supplier shall not copy or otherwise make available to any third party any Specifications, drawings, patterns, tools, or tooling of any kind, written instructions or other instructions or technical papers supplied by the Purchaser or produced by the Supplier at the Purchaser's cost for the purpose of this Order and the same shall remain the property of the Purchaser and must be returned to the Purchaser on demand free of charge.

19. Statutory and Other Requirements

19.1 Without prejudice to any other rights and remedies of the Purchaser, the Supplier warrants that:

(a) the design, manufacture, construction, supply, use and quality of any Goods to be manufactured or supplied by it comply in all respects with any statute, statutory rule, order, directive or statutory Licence, consent or permits which may be in force at the time;

(b) The goods and all supporting literature and documentation comply with all applicable statutes and regulations.

19.2 Where applicable and unless agreed in writing by the Purchaser the Supplier warrants that the Goods have any necessary export or import licences and comply with all relevant government regulations.

19.3 The Supplier shall indemnify the Purchaser against all claims, proceedings, damages, losses, expenses or liabilities the Purchaser may suffer or incur by reason of any breach or alleged breach of warranties contained in this condition.

20. Infringement of Intellectual Property Rights

20.1 Without prejudice to the Purchaser's other rights or remedies, the Supplier shall fully indemnify and hold harmless the Purchaser against any and all actions, claims, demands, proceedings, and damages, costs, charges and expenses (including without limitation legal fees and costs and consequential loss and damage resulting directly or indirectly at any time from the purchase, or exploitation, marketing, supply or other use of the Goods) in respect of any alleged or actual infringement or any patent, registered design, copyright or other intellectual property right.

20.2 If at any time an allegation or infringement of any Rights is made in a result of any Goods or in the Purchaser's reasonable opinion is likely to be made, then the Supplier if it is able to do so and if the Purchaser shall first have consented (which consent may be given or withheld at the Purchaser's entire discretion) may either;

(i) procure for the Purchaser the right to continue to use the Goods without infringing any Rights in any or all ways in and for any or all purposes for which it dealt with or was dealing or intended to deal with the Goods prior to the allegation or its likelihood arising; or

(ii) replace the Goods with goods which do not infringe any rights, so long as such replacement Goods shall be entirely compatible with and of no lesser functionality than the allegedly infringing Goods and shall comply in all material respects with the Goods' specifications; and provided that any such procurement or replacement as aforesaid shall not affect any other right or remedy of the Purchaser arising under the Agreement in respect of the loss or damage it has suffered.

21. Documentation and Information

21.1 The Supplier will supply to the Purchaser (where appropriate) not later than the date of delivery or installation of the Goods:

21.1.1 Any operators' manuals, instruction manuals, list of recommended spares and other supporting literature in relation to the Goods: and

21.1.2 Sufficient information about the use for which the Goods have been designed and have been tested: and

21.1.3 Detailed information about any conditions or procedures required to ensure that, when put to use the Goods will be safe and without risk to health.

21.2 If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to the Supplier which could adversely affect the life span of the Goods, the Supplier shall forthwith advise the Purchaser in writing of all such necessary and appropriate information relating thereto which such information shall upon receipt by the Purchaser but not before form part of the description of the Goods.

22. Force Majeure

22.1 The Purchaser shall not be liable to the Supplier for failure to accept delivery of the Goods resulting from any cause beyond the Purchaser's reasonable control including but not limited to any breakdown of plant or apparatus, fire, explosion, accident, strike or lock-out.

22.2 If the Supplier fails to perform any part of this Order by reason of any event or cause specified in the preceding sub-clause the Purchaser may at its discretion suspend or cancel the delivery of the Goods and/or the performance of this Order without any liability to the Supplier for payment.

23. Assignments

The Supplier shall not without the prior written consent of the Purchaser assign transfer or sub-contract the Order or any part thereof.

24. Bankruptcy or Liquidation

Without prejudice to its other rights, the Purchaser will have the right forthwith to cancel the Order by notice in writing to the Supplier in the event that an interim Order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Supplier or if a receiver or trustee in bankruptcy is appointed of the Supplier's estate or (the Supplier being a company) a voluntary arrangement is proposed or approved or an administration Order is made or a receiver or administrative receiver is appointed or any of the Supplier's assets or undertaking or a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or if the Supplier takes or so offers any similar or analogous action on account of debt.

25. Waiver

Failure by the Purchaser to exercise or enforce any right conferred by this Order shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

26. Severability

If any provision of these terms and conditions is deemed or becomes invalid in part or in whole this shall not affect the validity of the rest of the respective provision and/or any other or these provisions. The invalid provision or the invalid



part or a provision shall be replaced by such legally valid provision as comes as close as possible to the original economic purpose of these general terms and conditions and the Order or shall be interpreted accordingly. Any gaps shall be filled according to the intended economic purpose.

27. Law and Jurisdiction

This Order shall be governed and construed and interpreted in accordance with **Country Law**. The parties hereby agree to submit to the sole jurisdiction of the Country Courts in respect of any dispute arising out of or in connection therewith.

Supplier Authorized Representative

We have read and understood the above TOCH supplier code of conduct and TOCH Terms and Conditions. We commit and pledge to uphold it in its entirety without any alterations. Signed on behalf of the vendor.....

Date..... Stamp

MINUTEST ETHICAL CODE OF CONDUCT FOR SUPPLIERS

Suppliers adopting this Code of Conduct should commit to continuous improvement toward compliance with the labour and environmental standards specified, both in their own companies and those of their suppliers.

LABOUR STANDARDS: The labour standards in this code are based on the conventions of the International Labour Organization (ILO).

- 1. Employment is freely chosen:**
 - There is no forced, bonded, or involuntary prison labour.
 - Workers are not required to lodge deposits or their identity papers with the employer and are free to leave their employer after reasonable notice.
- 2. Freedom of association and the right to collective bargaining are respected:**
 - Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
 - Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.
- 3. Working conditions are safe and hygienic.**
 - Access to clean toilet facilities and potable water
- 4. Child labour restrictions**
 - Suppliers will not engage in any practice that is inconsistent with the International Labour Organization (ILO) Convention on the Rights of the Child.
 - The minimum admission for employment or work shall not be less than the age of completion of compulsory schooling. This is normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age.
 - All young workers must be protected from performing any work that is likely to be hazardous or to interfere



with the child's education, or that may be harmful to the child's health, physical, mental, social, spiritual, or moral development.

5. Living wages are paid.

- Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher.
- All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment.

6. Working hours are not excessive.

- Working hours comply with national laws.

7. No discrimination is practised:

- There is no discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership, or political affiliation.

8. Regular employment is provided:

- Work performed must be on the basis of a recognized employment relationship established through national law and practice.
- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements.

9. No harsh or inhumane treatment is allowed:

- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

10. BUSINESS BEHAVIOUR

1. The conduct of the supplier should not violate the basic rights of the intended beneficiaries.

2. The supplier should not be engaged:

- in the manufacture of arms
- in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardize regional peace and security.

11. EXCLUSION CRITERIA

- a) Suppliers must not be engaged in any corrupt, fraudulent, collusive, or coercive practices.
- b) Suppliers must not be bankrupt or being wound up, or having their affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- c) Suppliers must not have been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata.
- d) Suppliers must not have been guilty of grave professional misconduct proven by any justifiable means.
- e) Suppliers must have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country where the contract is to be performed.
- f) Suppliers must not have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, or any other illegal activity detrimental to the financial interests of the donor.

12. CONFLICT OF INTERESTS

A contract shall not be awarded to suppliers who, during the procurement procedure for this contract:



- are subject to a conflict of interest.
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- find themselves in one of the situations of exclusion, referred to under “EXCLUSION CRITERIA”.

13. ENVIRONMENTAL STANDARDS: Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Minimum standards include the following:

1. Waste Management:

- Waste is minimized and items are recycled whenever this is practicable.
- Effective controls of waste in respect of ground, air, and water pollution are adopted.

2. Packaging and Paper:

- Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

This Code of conduct, in its entirety, is understood and agreed upon by the Supplier:

Signed on behalf of the Supplier:
Name:
Title:
Date:

EMPLOYEES CODE OF CONDUCT POLICY

PURPOSE: To state TOCH's commitment to conduct that is ethical, legal, and consistent with the organization's values and mission, and to outline and give general guidelines to all TOCH personnel for conducting themselves in a manner that upholds and maintains TOCH's Core Values and Mission Statement, as well as the effectiveness and reputation of the organization. This policy is designed to ensure that employees conduct themselves with dignity and respect towards one another, the children we work with and the community we engage with, to ensure compliance with child protection measures, to ensure full disclosure and to maintain the professional standing of the organization.

SCOPE:

This policy applies to all TOCH personnel, that is, all employees, interns, volunteers of TOCH Head Office including Field offices.

POLICY STATEMENT:

1. TOCH is committed to conduct as an organization and by its personnel that is ethical, legal and consistent with its values and mission;
2. TOCH opposes and does not act as a willing party to wrongdoing, corruption, bribery or other financial impropriety, or illegal acts in any of its activities;





3. TOCH takes prompt and firm corrective action whenever and wherever wrongdoing of any kind is found among its personnel;
4. TOCH personnel are expected to conduct themselves in a manner that reflects honesty and integrity, and that maintains the effectiveness, values and mission of the organization;
5. These standards of conduct are maintained despite possible prevailing contrary practices elsewhere.

CLARIFYING NOTES

The purpose of this policy is to guide TOCH personnel in how best to conduct themselves in a manner that positively benefits TOCH and respects the needs of others. It is intended to gain understanding as to what is commonly acceptable and appropriate behavior within TOCH corporate culture and not intended to police staff, although it may be the basis for disciplinary action.

Employees in positions of management/leadership are entrusted by the organization with a greater responsibility regarding authority, visibility and accountability. When applicable, Executive Director to invoke the Child Protection Policy and reporting mechanism and immediately inform and consult with Human Resource department, Legal and the applicable board chairman if a potential breach of this policy has occurred and corrective action is required. It is of paramount importance that compliance with this policy be monitored to ensure adherence to the various agency funding requirements.

GUIDELINES

A. While it is not possible to list all the forms of behavior that are considered acceptable or unacceptable, the following is a partial list of the kinds of behavior or conduct that are expected:

- Treating others with respect, dignity and impartiality;
- Avoid practices which force or infer exclusion;
- Behaving in an honest, trustworthy and ethical manner;
- Maintaining appropriate office etiquette (this includes timeliness and adequate preparation for meetings);
- Adhering to applicable laws and TOCH policies;
- Adhering to safety, security and health rules;
- Wearing appropriate attire that respects local custom and policy;
- Properly managing TOCH assets, funds or other property, etc.

B. Some forms of behavior that are considered unacceptable, such as the partial list indicated below, may result in corrective action, up to and including termination of employment:

- Unlawful or dishonest activities;
- Financial impropriety in any form, including (but not limited to) bribery;
- Sexual or other unlawful harassment;
- Sexual conduct that is inconsistent with TOCH's values or inappropriate or potentially harmful to TOCH's work and reputation in the local contexts in which it operates;

- Threatening violence or engaging in violent behavior in the workplace;
- Theft, misappropriation or inappropriate removal or possession of any assets, funds or other property belonging to TOCH, a co-worker, or a vendor.
- Showing favoritism (for example, showing an improper preference or allowing inappropriate factors to influence decisions regarding dealings with others, including suppliers, vendors, contractors and employees)
- Hiring relatives, friends, or members of one's ethnic group to the exclusion of other qualified persons and/or without following established TOCH policies and processes.
- Falsification of records.
 - Being on TOCH premises or at a TOCH project or activity under the influence of substances such as alcohol, drugs, etc., such that it impairs one's ability to function, puts the employee or others at risk, and/or has the potential to negatively impact TOCH as an organization.
- Use and/or possession of any illegal substances.
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
- Disrespectful conduct.
- Possession of dangerous or unauthorized materials such as explosives or firearms in the workplace.
- Excessive absenteeism or any absence without notice.
- Unauthorized use of telecommunications, including but not limited to telephones, mobile phones, fax machines, internet, video systems, mail system, TOCH letter head stationery or other employer-owned equipment.

C. The following principles of sexual behavior outline international standards for child protection and are considered an integral part of this policy:

- Sexual exploitation and abuse by any TOCH or humanitarian worker of any beneficiaries (adult or child) constitute acts of gross misconduct and are therefore grounds for termination of employment.
- Sexual activity between any TOCH or humanitarian worker and a child (person under the age of 18) is strictly prohibited regardless of the age of majority or age of consent locally. In such case, mistaken belief by any TOCH or humanitarian worker regarding the age of a child is not a defense against corrective action or termination of employment.
- Exchange of money, employment, goods, or services for sex (including sexual favors or other forms of humiliating, degrading, or exploitative behavior) is strictly prohibited and is grounds for termination of employment. This includes exchange of assistance that is already due to beneficiaries.
- Sexual relationships between any TOCH or humanitarian workers and beneficiaries are not acceptable and will not be tolerated since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of TOCH's humanitarian aid work.
- Where a TOCH or humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via TOCH's established TOCH reporting mechanisms.





All TOCH workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of TOCH's Code of Conduct. TOCH Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

D. TOCH personnel shall be free (and in fact are encouraged) to report evidence of conduct which violates or is inconsistent with the standards described in these guidelines, and all TOCH offices shall adopt and adhere to policies and practices to guide their investigation of reported conduct and any resulting corrective action. Such policies and procedures shall assure that this reporting can be done confidentially and without retaliation to the reporting person.

E. These standards of conduct are provided for your information. TOCH (management as appropriate) reserves the right to determine, at its sole discretion, whether an employee, volunteer, intern, or board or advisory council member has engaged in inappropriate conduct or behavior that may warrant corrective and disciplinary action up to, and including termination.

F. Dress code: Employees should dress in a way that respects the TOCH policies and the local customs. The employees must get dressed in a manner that reflects the conservative values of behavior and that does not offend the culture in South Sudan or any of the staff. The appearance must be neat and clean at any moment, and fitting to the position. It is recommended observing how the national and the other members group mission and of NGO, CBOS, CSOs etc. get dressed, and to respect or to surpass their standard ones.

CLARIFYING NOTES

With regards to personal relationships between staff members, in particular between employees who have a direct or indirect business reporting relationship, it is strongly advised that project coordinators, officers and managers take into careful consideration the effects that such involvements could have. TOCH generally refrains from any involvement in the private lives of individuals. However, there may be some circumstances in which it becomes necessary for TOCH to counsel or caution where there is a conflict of interest or a negative impact on job performance. Furthermore, personal relationships of an intimate nature in the workplace can be potentially disruptive to job performance, may negatively impact others, may damage business relationships, and may have an adverse effect on careers and TOCH's reputation as a harmonious workplace. Some behavior could be construed as harassment and thereby subject to the Harassment Prevention Policy. Therefore, it is important that employees exercise discretion and good conscience at all times when it comes to behavior and actions.

When working alongside other NGOs (e.g., assessment, training or workshop, etc.), it would be to TOCH's interest to influence local management to adopt TOCH's principles as specified in this Code in order to reduce TOCH's risk.

I..... Do hereby declare that I have read and understood the Employee code of conduct and that I will adhere to it.

ANNEX 5: DECLARATION OF AGREEMENT TO BE BOUND BY AND UPHOLD AT TOCH SAFEGUARDING POLICY FOR PERSONNEL

I, the undersigned _____, hereby acknowledge that I have received, read, and understood TOCH's Child Protection Policy and TOCH's Safeguarding policy, and pledge to abide by the expectations and provisions therein.

I am fully aware that should I fail to comply with these policies and related standards of behavior, I will be liable to suspension, summary dismissal, and/or face legal implications commensurate to the offence/crime I will have committed.



I testify that I have no prior criminal record in any of my past work force related to child abuse or sexual exploitation and abuse, and I have never been involved in any form of child abuse or sexual exploitation and abuse before.

I commit to respect and promote implementation of these policies at all times while under collaboration with TOCH by the way I conduct myself and by reporting any violation of the related standards of behavior that come to my knowledge.

To show my acceptance and commitment to comply with TOCH's Child Protection Policy and TOCH's Safeguarding Policy, I hereby sign this declaration form.

Signature: _____

Name: _____

Position: _____

Place: _____

Date: _____

Relationship with TOCH: _____

Relationship categories include:

1. Current Staff
2. Prospective Staff
3. Volunteer / Intern
4. Community Committee Member
5. Consultant
6. Contractor
7. Other (specify)

STATEMENT OF COMMITMENT TO TOCH CHILD PROTECTION POLICY

I, _____, have read and understood what is required of me by the child protection policy and guidelines outlined herein. I agree with the principles contained in the policy and undertake to fulfil my responsibility as a person partnering with a Child Protection Organization; TOCH South Sudan, because I do understand the importance of implementing and promoting the child protection policies, procedures, and practices contained within. I further understand that adherence to this Child Protection Policy will involve the following: undergoing a check for criminal convictions related to working with children; signing a personal declaration stating any criminal convictions, including those considered 'spent'; declaring any previous investigations or allegations made against me with respect to child protection issues.

Signature: _____

Name: _____

Position: _____

Place: _____





Date: _____

Relationship with TOCH: _____

Relationship categories include:

1. Current Staff
2. Prospective Staff
3. Volunteer / Intern
4. Community Committee Member
5. Consultant
6. Contractor
7. Other (specify)

TOCH Conflict of Interest

TOCH South Sudan seeks to avoid potential conflicts of interest posed by close personal relationships between employees and clients, patients, beneficiaries, or other individuals participating in the TOCH South Sudan activity.

For this policy, TOCH South Sudan employees include international staff, national staff, volunteers, interns, consultants, temporary employees, camp-based staff, and temporary contractors. As used in this policy, "close personal relationships" include close familial relationships such as spouse, parents, children, siblings, cousins, and other relations; or consensual sexual or romantic relationships.

To ensure that close personal relationships between employees and clients, patients, and beneficiaries do not influence decisions for hiring, promotion, education, or access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by TOCH South Sudan, any employee engaged in a close personal relationship with another person as defined in this policy is responsible for disclosing this relationship in writing to his/her Supervisor and Department/Executive director.

Every employee is also responsible for notifying his/her supervisor in writing in the event a close personal relationship ends. Employees are prohibited from providing any assistance or service through any TOCH South Sudan, such as access to materials, medicine, healthcare, money, or other financial resources or any other goods or services provided by TOCH South Sudan, to anyone with whom they have a close personal relationship.

Employees are also prohibited from supervising and participating in any hiring, promotion, and evaluation decisions, either directly or indirectly that may affect an individual with whom they have a close personal relationship. When informed of a close personal relationship under this policy, the Supervisor or Department/Country Director will recommend steps to eliminate any potential for conflict of interest.

In the case of a supervisor-subordinate close personal relationship, a reasonable effort will be made to reassign one of the employees to another position. Failure to disclose the existence or end of a close personal relationship per this policy is cause for termination of employment.

Employees who believe this policy is being violated should report the concern to a supervisor or the Department/Executive Director. In any case, the Department/Executive Director must be informed, unless the violation involves the Department/Executive Director in which case the Director of Human Resources & Administration must be notified.



Transactions with outside firms must be conducted within a framework established and controlled by the executive level of TOCH South Sudan. Business dealings with outside firms should not result in unusual gains for those firms.

Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, he or she must disclose to an officer of TOCH South Sudan as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has significant ownership in a firm with which TOCH South Sudan does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving TOCH South Sudan.

The activities are strictly prohibited by TOCH South Sudan. Violations will be cause for immediate termination and, if warranted, legal action. I have read and/or someone has read this Conflict-of-Interest policy to me. I understand the contents of this policy and that I am responsible for complying with its provisions.

Name (Print): _____

Signature: _____ Date: _____

TOCH SOUTH SUDAN 'S PROCUREMENT CODES OF CONDUCT

TOCH South Sudan seeks to avoid potential problems when dealing with procurement situations. For this policy, the phrase, "person," includes individuals, groups organizations, associations, and any form of business entity, whether or not registered or authorized, and any combination of any of the foregoing or any representative, whether actual or apparent, of any of the foregoing. Prohibited Conduct:

1. Gifts. No person may solicit, offer, or accept any gift or thing of value from any other person where there is an actual or potential business relation between such Parties.
 - The following exception applies: A small token gift that is inexpensive or can be shared with all staff (such as food, flowers, etc.), or an offer to provide recognition or thank you.
2. All persons and their staff who provided or made possible the benefit bestowed. The recipient of such an exception must inform the Executive Director in writing within 10 days after receipt.
3. Influence. No person may solicit, offer, or accept any offer to exert economic, political, or personal pressure of influence on another person for the benefit of any person, in return for a preference, favorable decision, or other advantage in an existing or proposed transaction.
4. Bid-Rigging. Concerning any bid, request, proposal, or offer of assistance, no person shall agree with another person, who is, or except for such agreement would be, a competitor of such person to eliminate, limit, or dilute competition or improperly influence or try to improperly influence, the making of an award, grant, contract or undertaking of any humanitarian organization.
5. . Grant Rotating. No person shall engage in any agreement or collusive scheme to rotate or distribute among selected or predetermined persons the award of grants, contracts, or offers of assistance in contravention of the established policies of any donor humanitarian organization.
6. Kickbacks. No person shall provide or attempt to provide, solicit, accept, or attempt to accept any kickback.

Procurement Conflicts of Interest





1. Insider Relations. It is a conflict of interest and a violation of this code for any person, soliciting or being considered for a grant, award, contract, or offer of assistance, to solicit or enter into any grant, award, contract, or offer of assistance to a business member, family member or a person with whom the person has a close economic relation, working for, in any capacity, the entity making the grant, award, contract or offer of assistance.

2. Enforcement

3. Consent Contractors dealing with employees of TOCH South Sudan in a bidding process will be required to sign a consent statement that they will abide by this Code of Conduct in all dealings with member agencies for all purchases.

4. Compliance List. The Executive Director shall maintain a list of all contractors, dealing with employees of his/her field program in bidding processes, who have agreed to TOCH South Sudan Proprietary Information to comply with this Code of Conduct and are in compliance with this Code, which will be on file in the country program office.

5. Violations. Violations will be reported directly to the TOCH South Sudan Executive Director in writing with a copy to the Logistics and Operations manager. Any offer received from a potential supplier that violates TOCH South Sudan policies must be rejected.

Acknowledgment

I _____ acknowledge that I have read and understood the TOCH South Sudan Code of Conduct and its Procurement Code of Conduct.

Company Name: _____

Signature _____

Date: _____

Supplier's Confirmation

I do hereby confirm that I have read, understood, and agreed to the following Terms and Conditions, and the Policies as outlined in the bidder Document.

<i>Policy</i>	<i>Supplier's confirmation signature</i>
TOCH terms and conditions for the supply of goods and services	
TOCH Supplier code of conduct	
TOCH employee code of conduct	
TOCH Safeguarding Policy for personal	
TOCH Child protection Policy	
TOCH Conflict of interest	
TOCH Procurement code of Conduct	