

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined terms

In these Conditions:

"Authorised Representative(s)" means those persons specified in the Order by the Buyer and the Seller;

"Buyer" means the purchasing entity specified in the Order;

"Conditions" means the standard terms and conditions of purchase set out below;

"Goods" means the goods (including any instalment of the Goods or any part of them) described in the Order;

"Order" means the Buyer's purchase order to which these Conditions are annexed;

"Price" means the price of the Goods and/or Services specified in the Order;

"Seller" means the selling entity specified in the Order;

"Services" means the services (or any part thereof) described in the Order; and

"Specification" includes any plans, drawings, data or other information relating to the Goods and/or Services (if any) included within or annexed to the Order.

1.2 Headings

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF PURCHASE

2.1 Offer to purchase/acquire

The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 Application of Conditions

These Conditions shall apply to the purchase by the Buyer of the Goods and/or Services from the Seller to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 Variations to an Order

No variation to the Order or these Conditions shall be binding unless agreed in writing between the Authorised Representatives of the Buyer and the Seller.

2.4 Responsibility for Orders

The Buyer will not accept responsibility for any Order unless it is duly signed by the Authorised Representative of the Buyer.

3. SPECIFICATIONS

3.1 Quantity, quality and description

The quantity, quality and description of the Goods and Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification annexed to the Order.

3.2 Compliance with Specifications

The Seller shall comply with all Specifications (if any) concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.3 **Property of Buyer ***

Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, together with the copyright, design rights or any other intellectual property right or right of a similar nature in the Specification, shall be the exclusive property of the Buyer and shall be returned to the Buyer in good order and condition on delivery of the Goods or upon the provision of Services (as the case may be) if the Buyer so requests. The Seller shall not disclose any such Specification to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the supply.

3.4 **Marking and packaging of Goods ***

The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. **INSPECTION AND TESTING**

4.1 **Inspection of Seller's premises ***

The Buyer shall have the right to enter the Seller's premises to:

- (a) inspect the manufacturing facilities and the equipment used by the Seller in the manufacture of the Goods;
- (b) take samples of the Goods specified in the Order;
- (c) inspect and take stock levels of raw materials, the Goods or packaging.

4.2 **Results of inspection ***

If following an inspection, the Buyer reasonably considers that the Goods are not or are not likely to be as committed to under Condition 9, the Buyer shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure that the Goods are or will be as committed to under Condition 9. The Buyer shall have the right to re-conduct inspections and take further samples after the Seller has carried out its remedial actions.

4.3 **Liability of Seller ***

Such inspection or testing shall not relieve the Seller from responsibility, liability, and/or such guarantees as may be arranged, nor be interpreted so as in any way to imply acceptance of such Goods and materials.

5. **PRICE**

5.1 **Calculation of Price**

The Price shall be as stated in the Order and, unless otherwise expressed in the Order or agreed in writing, shall be:

- (a) exclusive of any applicable value added tax or any tax of similar effect (which shall be payable by the Buyer subject to receipt of a VAT invoice or an invoice of similar effect); and
- (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other than value added tax or a tax of similar effect.

5.2 **Increase in Price**

No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

6. **TERMS OF PAYMENT**

6.1 **Invoices**

The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or the performance of the Services (as the case may be) and each invoice shall quote the Order number.

6.2 Payment

Unless otherwise expressed in the Order or agreed in writing, the Buyer shall pay the Price by way of electronic transfer to the bank account of the Seller within 30 days after the end of the month of receipt by the Buyer of a proper invoice.

6.3 Set off

The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6.4 Instalments *

In the case of Goods or Services delivered or provided in instalments, each instalment shall be invoiced separately and the period agreed for payment shall begin to run from the date on which each instalment of Goods is delivered or upon the date on which each instalment of the Services is provided to the Buyer.

7. DELIVERY

7.1 Date of delivery

The Goods shall be delivered to, and the Services shall be performed at, the address shown for delivery in the Order on the date or within the period stated in the Order.

7.2 Packing note

A packing note quoting the number of the Order must accompany each delivery or consignment of Goods and must be displayed prominently.

7.3 Rejection or acceptance of Goods or Services

The Buyer shall be entitled to reject any Goods delivered and/or Services provided which are not in accordance with the Order, and shall not be deemed to have accepted any Goods and/or Services until the Buyer has had a reasonable time to inspect the Goods and/or Services following delivery or provision (as the case may be) or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

7.4 Buyer's redress *

If the Goods are not delivered on the due date or Services are not provided within the time specified in the Order or (if none) within a reasonable time from the date of the acceptance of the Order then, without prejudice to any other remedy, the Buyer shall be entitled to:

- (a) deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damage for delay, 1% per cent. of the Price for every week's delay, up to a maximum of 5% per cent.; or
- (b) cancel this Order without redress subject to Condition 7.3.

7.5 Notice of delivery date *

Where the date of delivery of the Goods or the performance of the Services is to be specified after the placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.

7.6 Return of packaging or packing materials *

The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

8. RISK AND PROPERTY

8.1 Risk

Risk of damage to or loss of the Goods shall pass to the Buyer upon actual delivery and unloading of the Goods to the Buyer in accordance with the Order.



8.2 Title

The title in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Order.

9. COMMITMENTS AND LIABILITY

9.1 Seller's commitments as to Goods

The Seller commits to the Buyer that the Goods:

- (a) shall be of satisfactory quality and fit for the purpose for which goods of that kind are commonly supplied;
- (b) shall be of satisfactory appearance and finish;
- (c) shall be free from minor defects;
- (d) shall be safe and durable;
- (e) shall correspond with any relevant Specification or sample; and
- (f) shall comply with and shall continue to comply with provisions and requirements applicable to the sale of the Goods and where appropriate to the design, manufacture, packaging, packing, delivery, supply and use of the Goods (whether expressly or by implication) of any legislative order, directive or regulation or relevant industry standard in force at the time of delivery of the Goods.

9.2 Packing

The Seller commits that the Goods shall be securely packed. The Seller shall be liable for any damage to Goods caused or contributed to by faulty packing.

9.3 Buyer's remedies

Without prejudice to any other remedy, if any Goods or Services are not supplied in accordance with the Order and/or Specification, then the Buyer shall be entitled:

- (a) to require the Seller to supply replacement Goods or Services in accordance with the Order and/or Specification within seven days; or
- (b) at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to supply any replacement Goods or Services, to treat the Order as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

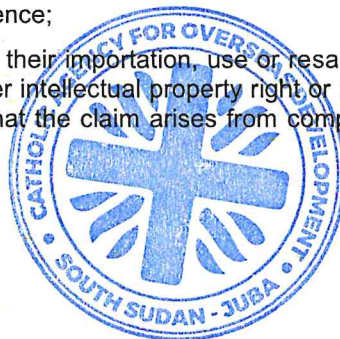
9.4 Seller's commitments as to Services *

The Seller commits to the Buyer that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances. The Seller further commits that the Services comply with and shall continue to comply with provisions and requirements applicable to the supply of the Services (whether expressly or by implication) of any legislative order, directive or regulation or relevant industry standard in force at the time of provision of the Services.

9.5 Indemnity *

The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expense (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- (a) breach by the Seller of any of the commitments set out in Condition 9 and/or these Conditions;
- (b) the Seller being unable to deliver the Goods as a result of the imposition of export licence requirements or the cancellation of any import licence;
- (c) any claim that the Goods or Services infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property right or right of a similar nature, of any other party except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;



- (d) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and (where appropriate) installing the Goods;
- (e) any act or omission of any of the Seller's personnel in connection with the performance of the Services; and/or
- (f) any injury to any person or damage to any property caused directly or indirectly by the Goods as a result of an inherent vice or by reason of faulty design materials or workmanship or as a result of any breach by the Seller of any statutory duty laid upon the manufacturers or suppliers of any article for use at work or if the Seller or any agent or servant of the Seller causes or suffers any injury or damage on the premises of the Buyer in performance of the Order or any other loss or delay, direct or indirect, whether arising out of contract or negligence caused by the Seller.

9.6 **Force majeure ***

Subject to the provisions of this Condition 9, and provided each party has complied with the provisions of Condition 9.7, neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure arose from or was attributable to acts, events, omissions, or accidents beyond that party's control, ("**Force Majeure Event**") including without limitation acts of God, fire, flood, earthquake, storm, epidemic, war or national emergency, acts of terrorism, civil disturbance, explosion, inability to procure or delay in procuring equipment and materials, strike, lock-out or labour dispute.

9.7 **Action on occurrence of Force Majeure Event ***

Any party subject to a Force Majeure Event shall not be in breach of these Conditions provided that:

- (a) it promptly notifies the other party at the email address specified in the Order of the nature and extent of the Force Majeure Event;
- (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under these Conditions and the Order in any way that is reasonable practicable.

9.8 **Buyer's remedies ***

Failure on the Seller's part to perform any part of the Order by reason of any event or cause specified or envisaged under Condition 9.6 shall allow the Buyer complete discretion to suspend or cancel the Order without any liability to the Seller for payment.

9.9 **Defects in Goods ***

If within 12 months after the Goods have been put into use any defect in the Goods shall be discovered or arise under normal use attributable in the Buyer's reasonable opinion to faulty design, materials or workmanship or latent defect caused by damage in transit:

- (a) the Seller shall remedy the defect at the Buyer's option either by replacement or repair at the Seller's own expense;
- (b) the Seller shall not be entitled to reject any claim arising within the period on the basis that notice under this Condition was given outside the specified period; and
- (c) the provisions of these Conditions shall apply to any Goods so replaced or repaired and shall be effective from the date of such repair or replacement.

10. **SELLER'S COMMITMENTS**

10.1 **Labour standards**

The Seller commits to the Buyer that the Seller operates its business in accordance with the ethical trading conventions of the International Labour Organisation and, in particular, the Seller commits that:



- (a) employment is freely chosen, and that there is no forced, bonded or involuntary prison labour. Workers are not required to lodge "deposits" or identity papers with the employer and are free to leave employment after reasonable notice;
- (b) workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively;
- (c) working conditions are safe and hygienic, and access will be provided to clean toilet facilities and potable water;
- (d) they will not engage in any practice that is inconsistent with the International Labour Organisation (ILO) Convention on the Rights of the Child;
- (e) the minimum admission for employment or work shall not be less than the age of completion of compulsory schooling;
- (f) all young workers will 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;
- (g) 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;
- (h) working hours comply with national laws and are not excessive;
- (i) no discrimination is practised and, in particular, 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;
- (j) regular employment is provided, and the work performed is on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws are not avoided through the use of labour-only contracting, sub-contracting or home-working arrangements;
- (k) no harsh or inhumane treatment is allowed and physical abuse, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.

10.2 Environmental standards *

The Seller commits that it operates an efficient system of waste management under which waste is minimised, items are recycled whenever practicable, and effective controls of waste in respect of ground, air and water pollution are adopted. In addition, the Seller commits that unnecessary use of materials is avoided, and recycled materials are used whenever appropriate.

11. TERMINATION

11.1 Termination of Orders

The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services by giving notice to the Seller at any time prior to delivery or performance (as the case may be), in which event the Buyer's sole liability shall not exceed the Price less the Seller's net saving of cost arising from cancellation. In addition, the Buyer shall be entitled to terminate the Order without liability to the Seller by giving notice to the Seller at any time if:

- (a) the Seller makes default in or commits a breach of the Order or of any of its obligations hereunder, or if the Goods are, or prove to be, defective, do not comply with the Order, or any Conditions thereof, are broken or not completed by the Seller, or it is clear the Seller will be unable to complete part or the whole of the Order;
- (b) the Seller makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction);
- (c) a receiver, administrative receiver or other similar officer is appointed, over any of the property or assets of the Seller;



- (d) the Seller ceases, or threatens to cease, to carry on business;
- (e) the Seller is subject to any other similar event or proceedings as set out in this Condition 11;
- (f) any of the Seller's commitments set out in Condition 10 are or become false;
- (g) the Seller subcontracts the Order without the prior written consent of the Buyer;
- (h) the Seller is or becomes engaged in fraud, corruption or the support of terrorism;
- (i) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

11.2 **Return of Goods**

Where the Buyer is entitled to terminate under this Condition, and the Goods have been delivered, the Buyer shall have the right to return the Goods at the Seller's risk and expense.

12. **CONFIDENTIALITY AND ANNOUNCEMENTS**

12.1 **Confidentiality ***

Subject to Condition 12.2, both parties shall treat as strictly confidential:

- (a) the existence, provisions or subject matter of the Order, and any Specification(s);
- (b) the negotiations relating to the Order;
- (c) all information received or obtained as a result of entering into or performing the Order which relates to the other party; and
- (d) the other party's know-how.

together "**Confidential Information**".

12.2 **Exceptions ***

Either of the parties may disclose (including by way of press or public announcement or the issue of a circular) any Confidential Information if and to the extent the disclosure is:

- (a) approved by the other party in writing in advance;
- (b) required by the law of any relevant jurisdiction or by a court of competent jurisdiction;
- (c) lawfully required by any securities exchange or regulatory or governmental body to which either party is subject or reasonably submits, wherever situated;
- (d) disclosed to the professional advisers, auditors or bankers of the Seller or any other member of the Seller's group, or the Buyer or any other member of the Buyers' group subject to the condition that the party making the disclosure shall procure that those persons comply with Condition 12.1 as if they were parties to the Order;
- (e) disclosed to the officers or employees of the Seller or any other member of the Seller's group or any other member of the Buyer's group (in the case of the Buyer) who need to know the information for the purposes of the transactions effected or contemplated by the Order subject to the condition that the party making the disclosure shall procure that those persons comply with Condition 12.1 as if they were parties to the Order;
- (f) of information that has already come into the public domain through no fault of that party; or
- (g) of information of the kind referred to in Condition 12.2(c) which is already lawfully in the possession of that party as evidenced by its or its professional advisers' written records and which was not acquired directly or indirectly from the other party to whom it relates,

provided that any information disclosed pursuant to paragraphs (b) or (c) shall be disclosed only after notice to the other party (except where that notice is prohibited by law) and the disclosing party shall take reasonable steps to co-operate with the other party regarding the content, timing and manner of that disclosure or any action which any of them may reasonably elect to take to challenge legally the validity of that requirement.



13. ADVERTISING OR PUBLICITY

Neither the Seller or the Buyer shall make public reference to the existence or terms of these Conditions or the Order, or include the other's name in lists of references without the prior written approval of the other. This prohibition includes use of the other party's name, trademarks, service marks, logos, or any other reference to such other party, directly or indirectly, in any advertising, sales presentation, news release, release to any professional or trade publications, promotional materials, or packaging or for any other purpose. Either party may, however, include the other party's name in internal business planning documents and whenever required by legal, tax, accounting, securities exchange, or regulatory requirements.

14. DATA PROTECTION

14.1 Compliance with legislation

The Seller shall comply with the provisions and obligations imposed on it by any applicable data protection legislation.

14.2 Return of Personal Data *

All information relating to an identifiable individual or legal person, (for the purposes of this Condition 14, "Personal Data"), acquired by the Seller from the Buyer shall be returned or deleted (at the option of the Buyer) on request.

15. DISPUTES

15.1 How disputes will be handled

Any dispute from time to time shall be treated in accordance with the provisions of this Condition 15.

15.2 Authorised Representatives to attempt to resolve Disputes

The Authorised Representatives are and will remain authorised to settle a dispute on behalf of the party they represent. Upon a dispute arising, the Authorised Representatives shall, as soon as reasonably practicable and in any event no later than 7 days after a written request from either party to the other, meet in good faith and use all reasonable endeavours to resolve the dispute.

15.3 Authorised Representatives not available

If an Authorised Representative is unable to attend a meeting held pursuant to Condition 15, the party they represent may nominate a substitute to attend provided the substitute has at least the same level of seniority or managerial or directorial responsibility as the person they are replacing and is authorised to settle the relevant dispute on behalf of the party they represent.

15.4 Compromise agreement after resolution by Authorised Representatives

If the Authorised Representatives reach agreement on the resolution of the relevant dispute, the parties will each procure that the agreement is reduced to writing and signed by their respective duly authorised representative at which time it shall be and remain binding on the parties.

15.5 Initiation of court Proceedings

Neither party may initiate any court proceedings until the provisions of Condition 15 have been complied with and the parties have failed to reach agreement provided that a period of at least 14 days has elapsed since the relevant meeting of Authorised Representatives.

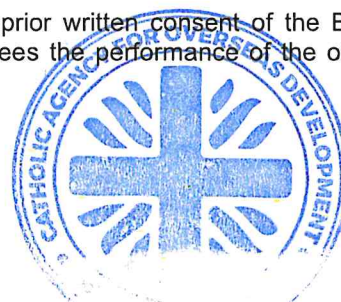
15.6 Injunctive relief

Nothing in this Condition 15 shall prevent any party from seeking injunctive or other emergency relief against the other at any time.

16. GENERAL

16.1 Subcontracting

The Seller may not subcontract the Order without the prior written consent of the Buyer, not to be unreasonably withheld, provided that the Seller guarantees the performance of the obligations of the subcontractor.



16.2 Entire agreement

These Conditions and the Order represent the whole and only agreement between the parties in relation to the subject matter of the Order and Conditions and supersede any previous agreement whether written or oral between all or any of the parties in relation to that subject matter.

16.3 Notices

Any notice required or permitted to be given by either party to the other under these Conditions or under the Order shall be given by email addressed to the other party at the email address specified in the Order.

16.4 Manuals *

The Seller shall supply to the Buyer not later than the date of delivery or where applicable the date of installation of the Goods, adequate information about the use for which the Goods have been designed, any operating and instruction manuals, lists of recommended spare parts, and any other requisite information to ensure that the Goods will be safe and without health risks when put to use.

16.5 No assignment *

The Order is personal to the Seller and the Seller shall not assign or purport to assign to any other person any of its rights or obligations under the Order.

16.6 Waivers *

No waiver by the Buyer of any breach of this Order by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.7 Invalidity *

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

16.8 Governing law

These Conditions shall be governed by the laws of the country to which the Goods are to be delivered and/or the Services are to be provided, as set out in the Order, to whose non-exclusive jurisdiction the parties agree to submit.

Supplier Authorized Representative

Wehave read and understood the above

CAFOD supplier code of conduct and CAFOD Terms and Conditions. We commit and pledge to uphold it in its entirety without any alterations.

Signed on behalf of the vendor.....

Date.....

Stamp





SAFEGUARDING IN CAFOD

CAFOD's values commit us to respect the intrinsic dignity of every person and create relationships of mutual respect with all people, irrespective of gender, disability, age, race, ethnic origin, nationality, culture, sexual orientation, political or religious belief.

Safeguarding is the responsibility that CAFOD has to make sure our representatives and activities promote the welfare of people (especially children and adults with specific vulnerabilities) in the communities where we work and do not expose them to the risk of harm and abuse, including sexual exploitation and abuse. Our safeguarding measures seek to prevent situations where individuals can use their position of power to abuse or exploit another person.

Safeguarding is a shared responsibility, with all parts of the organisation and all levels of staff involved in ensuring a welcoming, inclusive, dignified and safe environment for those who come into contact with us.

How to report a concern:

If you have any concerns at all - don't wait to have the whole picture and don't investigate further. Record the information and report any suspicions or allegations of abuse, exploitation or breach of safeguarding policy through one of the following channels, within 24 hours:

- Log it through our feedback & complaints web platform: cafod.ethicspoint.com
- Contact the Country Representative (Nyika Musiyazwiriyo, +211912120316/ +211922620316) or senior manager
- Speak to one of the Safeguarding Team (Sonia Pritchard, Caroline Nalyanya or Karen Livingstone, contact details on next page).

Anyone who brings concerns or allegations to the attention of CAFOD will be responded to sensitively, respectfully and seriously.

The manager and Safeguarding Team will see that a safeguarding case meeting is held within 24 hours.

CODE OF BEHAVIOUR FOR STAFF, VOLUNTEERS AND VISITORS

CAFOD's Code of Behaviour sets out what is expected of you at all times. In relation towards our conduct towards others,

Representatives of CAFOD **must**:



- Ensure their personal and professional conduct is, and is seen to be, of the highest standards and in keeping with CAFOD's Vision, Mission and Values and does not bring CAFOD into disrepute.
- Act in good faith and treat other people with dignity and respect, without discrimination, harassment, abuse or neglect.
- Take reasonable action to protect others from harm and to challenge infringements into the rights of others.
- Ensure contact with children, young people and vulnerable adults (whether by phone, online or direct contact) is supervised, accompanied, or at least in sight of other adults.
- Challenge bullying and child-to-child abuse in all its forms.

Representatives of CAFOD **must not**:



- Use their position of power to exert pressure, gain economically, professionally or sexually, or extract or accept favours, bribes, gifts or other forms of personal enrichment.
- Enter into a sexual relationship with any member of a community or partner organisation we assist and with whom we hold a position of power or authority.
- Engage in any type of sexual relationship with any person under the age of 18.
- Exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the exchange of sexual favours for assistance that is due to communities we assist or partners we work with.
- Physically abuse children (even where this is culturally acceptable).
- Use the organisation's computers or other equipment to view, download, create or distribute inappropriate material.

A child is anyone under the age of 18. This is irrespective of local country definitions, including legal definitions, of when a child reaches adulthood.

A vulnerable adult: CAFOD's policy recognises that every adult (person aged 18 years or over) could be subject to harm or exploitation based on their age, gender, sexual orientation, health, social or economic status as well as relationships of dependency and/ or hierarchy they are in. Specific vulnerability is attributed to persons who are, or may be, in need of community care services by reason of mental or other disability, age or illness; and who are or may be unable to take care of themselves, or unable to protect themselves from the risk or experience of abuse or neglect.



ADDITIONALLY, IF YOU ARE VISITING A SCHOOL, COMMUNITY PROJECT OR PARTNER IN CONNECTION WITH CAFOD'S WORK, REMEMBER:

- If you are a member of staff or a volunteer, check with your manager whether you need any enhanced safeguarding checks, for example police checks (DBS in the UK). If you are a visitor to CAFOD, please check with your CAFOD contact person.
- You should always be accompanied by a staff member of the school or partner organisation.
- Always be in view of another adult when with a child, in earshot when on the phone to a child and copy your line manager into emails with children.
- Maintain professional boundaries with children. Do not seek to make contact or spend time with any child with whom you come into contact as a part of your work with CAFOD except as part of the designated activities set out in the role. This includes over email and social media.
- Discourage children being used for tokenistic displays to funders and visitors, and especially take care to avoid the identification of any children as recipients of aid in ways which could embarrass or humiliate them.
- Be sensitive to the unwritten laws of personal familiarity in language, conversation, and physical intimacy, and observe them. Be aware that any cross-gender touching at all might be considered inappropriate.
- Dress in culturally appropriate ways.
- Stop any interaction with a child if a child says stop, or if the child appears uncomfortable with the interaction.
- Do not use any physical force on any child and use non-physical methods of discipline.
- Do not hire children as domestic workers or for any exploitative labour.

GUIDANCE ON COLLECTING AND PUBLISHING IMAGES AND INTERVIEWS OF CHILDREN

All interviews and images of adults and children must be undertaken with sensitivity and reflect our commitment to the person's right to dignity, privacy and confidentiality. Pictures of children will be decent and respectful. You should always get informed consent from parents and children under 16 for all interviews, pictures and film we use and take care to protect children's identity. Unless children over 16 have additional needs, they should be considered competent and mature enough to give informed consent and follow safety guidance. Ensure you use CAFOD's forms for written or verbal consent. See CAFOD's social media guidelines for information about digital communications.

Don't take photos if you have doubts as to whether the picture will preserve the child's dignity. Do not ever take photos of naked children or adults.

Information which could be used to identify a child should not be published. You may only use two identifiers. For example, if you publish a child's photo, you may only use their first name OR school, NOT both. Combinations of information that are identifying may not be stored together. For example, images will not be stored with surnames and geographical location.

Paul, Sam,
Lisa, Ann and
Dean from
Walnut Tree
Walk School
in Lambeth

Paul, Sam,
Lisa, Ann and
Dean from a
London
school

Pupils from
year 5,
Walnut
Tree Walk
School in
Lambeth



Some countries may have specific legislation around use of images so please check with the programme officer or partner.

FURTHER INFORMATION

CAFOD's full policies, including translations, are available at www.cafod.org.uk. If you are a member of staff, look at the Ask Safeguarding page on CAFOD Connect. If you are a visitor, please ask your CAFOD contact person for relevant documents.

For further information or advice on any aspect of safeguarding in CAFOD, contact:

- Sonia Pritchard, Global Safeguarding Advisor: spritchard@cafod.org.uk; +44 (0)7786584032
- Caroline Nalyanya, Safeguarding Advisor-Africa: cnalyanya@cafod.org.uk; +254724255903
- Nyika Musiyazwiriyo, Country Representative, CAFOD and Trócaire in Partnership, South Sudan; +211 912 120 316/+211 922 620 316
- Kade Betty Kenyi, Programme Officer – Protection, Women Empowerment and Peacebuilding, South Sudan; +211 924 664 760

Supplier Authorized Representative

Wehave read and understood the above

CAFOD Safeguarding Policy. We commit and pledge to uphold it in its entirety without any alterations.

Signed on behalf of the vendor.....

Date.....

Stamp





MINIMUM ETHICAL CODE OF CONDUCT FOR SUPPLIERS

Suppliers adopting this Code of Conduct should commit to continuous improvement towards 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 Organisation (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 Organisation (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 recognised 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.

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 jeopardise regional peace and security.

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.

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".

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 minimised and items 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:



Policy	Anti-bribery
Owner	Director of Finance, Information and Infrastructure (FIIG)
Version	V1.6 November 2021
Approved by	Finance, Legal, Audit and Risk Committee (FLAR)
Audience	All CAFOD
Next review due	November 2022

Policy Statement

CAFOD takes a zero-tolerance approach to bribery in all forms including facilitation gifts, payments and favours. This includes overseas offices, partner organisations and agents.

Bribery cannot be explained or justified by local customs.

Action will be taken through line management, following discussion with the Director of Finance, Information and Infrastructure and Director of People, Culture and Change, in respect of any staff member who fails to adhere to the policy. External legal action may result in prosecution, fines and/or prison sentences for both the staff member and CAFOD.

Background

Bribery and corruption are found in all countries. They hurt the poor disproportionately, diverting resources intended for development and humanitarian assistance and increasing the costs of basic public services. They undermine economic growth and are a barrier to poverty alleviation and good governance. Often, bribery and corruption can aggravate conflict and insecurity.

Suggestions that an NGO is linked to bribery in any way can be damaging to its reputation and undermine the trust and support of people and communities we work with / support, partners, the wider public and donors. Public concern about the impact of bribery and corruption is a critical issue in building broad public support for aid and development.

Bribery is also contrary to commonly held values of integrity, transparency and accountability and as such undermines organisational effectiveness.

"Billions Flowing in as bribes" Bribery occurs not only inside African countries. Far too often, globally trading companies also resort to bribery to receive deals with public officials and governments, but unlike impoverished citizens who have to pay bribes to access basic public services, companies are after mining rights, contracts for major construction projects and other deals. Politicians in resource and mineral-rich African countries often become a target of such corrupt business practices.
Transparency International, July 2019.



Legal Compliance

The [Bribery Act 2010](#) has reinforced the need for all organisations (including NGOs) to have in place effective measures for preventing bribery. It also sets out that a UK organisation can be prosecuted for bribes anywhere in the world, so it is important that this policy is strictly adhered to across our overseas offices. Further to this, it is important to note that allegations of or actual bribery at partner level can negatively impact CAFOD and, as such, we expect partner organisations to have their own policies setting out zero tolerance to bribery and, where they do not have such a policy, we must help them to develop one. Ministry of Justice Guidance suggests that organisations should periodically review the effectiveness of their anti-bribery procedures and adapt them where necessary. CAFOD achieves this through the annual review of the Anti-Bribery policy, and a bribery risk review every two years, with reporting to FLAR.

Risk Statement

Due to the nature of our operations, there is a medium risk that CAFOD staff and partners will be subject to requests for bribes and/or the temptation to pay bribes or facilitation payments. The impact on the organisation of any proven or alleged bribery is high due to the ramifications of the Bribery Act and the potential for reputational damage.

Policy Details

Definition and examples

"Bribery is the offering, giving, accepting or soliciting of any item of value or an advantage to another person to induce that person to improperly perform a relevant function or activity, or to reward them for improper performance"

Definition taken from Transparency International's Doing Business Without Bribery Training

A bribe can take many forms and be of any size. Where the offer or receipt is intended for family or friends, or when bribery takes place through our partners, contractors or an agent, it is still considered to be a bribe. Inducements can take the form of gifts, loans, fees, rewards or other advantages.

Gifts and hospitality

In some countries, gift giving and hospitality are common. Genuine hospitality and the giving / receiving of gifts are not prohibited under the Bribery Act however it is important to note the CAFOD guidelines on anti-bribery when giving or receiving gifts or hospitality.

Payments under duress – extortion not bribery

In all cases, the security and safety of staff, partners and representatives must not be compromised. Although CAFOD security procedures should minimise the likelihood, in some cases a payment under duress may need to be made. "Duress" includes a threat to safety and security and does not include the threat of delay or inconvenience.

A payment under duress is considered to be extortion and not bribery and should be reported as a security incident under CAFOD's security procedure.



Operational effectiveness and the humanitarian imperative

CAFOD does not tolerate bribery and does **not** accept the argument that in some circumstances there is no choice but to make facilitation payments or pay bribes either for operational efficiency or because of the humanitarian imperative.

Associated policies and procedures

Anti-bribery measures are built into CAFOD's wider framework of working in partnership and internal controls, including in:

- CAFOD's Code of Behaviour and CAFOD's Conflict of Interest Policy: cover conflicts of interest, coercion and corruption and the behaviours expected of staff and sanctions that exist; these are accessible within [CAFOD EthicsPoint](#) System.
- The Key Travel system asks all staff to confirm that "I have read and understand the CAFOD Travel, Security and Integrity Policies and considered the risks of contravening the Bribery Act".
- CAFOD's Supply Chain Manual, that covers the risks of bribery within CAFOD and partner procurement;
- CAFOD's International Partnership Manual, which refers to the international partnership policy in chapter 1;
- CAFOD's partner assessment tool, the MANGO Health Check, includes a prompt to programme staff to discuss a partner's awareness of, and approach to, anti-bribery;
- A clause is included in all Project Funding Agreements saying that CAFOD will comply with the United Kingdom's Bribery Act 2010, ensuring that effective measures for preventing bribery (which includes the payment or acceptance of "facilitation" fees) are in place and adhered to. By signing the agreement, partners accept a corresponding commitment not to use the Grant for the payment of either bribes or "facilitation" fees. The clause serves to confirm that CAFOD has a zero-tolerance policy in relation to bribery.

Policy Dissemination

This policy will be disseminated to all staff and partners. An annual reminder email, emphasising the importance of compliance with this policy, will be sent out by the Director of Finance, Information and Infrastructure. This policy is accessible through [CAFOD EthicsPoint](#) System.

Compliance with Policy

The Director of FIIG is responsible for monitoring compliance. If lack of compliance with this policy is identified by any individual, please report it immediately to the Director of FIIG. Any cases should be signed off by the Director of FIIG and relevant Group Director. If any staff member feels under duress to pay a bribe or facilitation payment or is unsure whether a payment constitutes a bribe or facilitation payment, they should contact the Director of Finance, Information and Infrastructure or any member of the Internal Audit and Compliance team for advice.

If you have any concern regarding the activities of staff or partners, this can also be reported through the CAFOD Whistleblowing Policy, which is accessible in the [CAFOD EthicsPoint](#) System.



Trustees' responsibilities

Trustees are ultimately responsible for reviewing and approving this policy. They must ensure that CAFOD complies with the law on fraud and financial crime and take all reasonable steps to ensure that there is no misuse of CAFOD's funds or assets. Trustees, along with Directors and Senior Managers, with whose "consent or connivance the bribery was committed" would also be held personally liable under the Bribery Act.



Title:	Dignity in the Workplace <i>Our policy on diversity, equality, bullying and harassment</i>
Key contact	HR Advisor
Audience/scope	All staff
Owner	Head of People
Version	V1
Date approved	July 2019
Date for review	July 2022
Variations	This policy is based on UK labour law; however, the principles apply across all countries. Local labour law should be checked to ensure compliance.

Policy statement

We believe in the intrinsic dignity of every person. We embrace people with different backgrounds and identities, valuing their contribution to our Vision, Mission and Values. The dignity of every human person, as set out in Catholic social teaching, is an overriding principle of the way we work. Our people are entitled to;

- A workplace that promotes equality and diversity
- A workplace free from abuse, bullying, harassment or victimisation
- Dignity, respect and courtesy
- Fair treatment and equality of opportunity
- Experience no form of unlawful or unfair discrimination
- Feel valued, listened to and supported when they raise concern
- Be supported to recover from harm experienced when these standards are not met

The **Code of Behaviour** should be read in conjunction with this policy. It sets out CAFOD's expectations of all its representatives to conduct themselves in a manner that preserves these principles for every individual. The **People Framework** describes the positive behaviours that we can expect from each other when we live out our values in the course of our work.

Policy scope and definitions

This policy sets out our commitments in relation to our organisation as a place of work and is therefore directly applicable to all our staff. It sets out our commitments in relation to the following;



Dignity

Valuing and respecting each other, creating a positive and productive environment. Not exposing each other to harm in the form of abuse, bullying, harassment or any other conduct which causes them to be alarmed or distressed. Examples include;

- ✗ Behaviour that is offensive, abusive, malicious, insulting or intimidating
- ✗ Unjustified, repeated criticism.
- ✗ Punitive measures or changes to duties which are detrimental without reasonable justification.

Diversity

Recognising, valuing and taking account of people's different backgrounds. Creating a diverse organisation, seeking to address under representation of minority groups and harnessing the knowledge, skill and experience from a range of perspectives.

Equality

Paying attention to ensure accessibility and opportunity for all our people and seeking to ensure that everyone reaches their fullest potential. For example;

- ✓ Ensuring we select the best person for every role, based only on the requirements of the position.
- ✓ Ensuring everyone has access to learning opportunities
- ✓ Ensuring that our reward structures are fair and equitable.

Legal compliance

We also recognise that in UK law there are characteristics which are specifically protected against discrimination. This is also in relation to an incorrect belief or perception as well as protecting against discrimination based on association. The protected characteristics are;

• Age	• Disability	• Sex (gender)
• Gender reassignment	• Religion or Belief	• Sexual Orientation
• Race (including nationality & ethnicity)	• Marriage and Civil Partnership	• Pregnancy and Maternity



Policy Principles

- We are committed to being an inclusive and diverse organisation which celebrates difference and creates relationships of mutual respect. We know that we must act positively to ensure we work well together and increase our representation of diversity.
- We will not tolerate behaviour that is discriminatory, intimidating, humiliating or causes harm to others. This includes (but is not limited to) abuse, bullying or harassment of any kind.
- Everyone has a duty to uphold these principles and speak out about negative behaviour and practice (either directly through informal discussion or by reporting them).
- Anyone reporting unacceptable behaviours will be taken seriously, offered confidentiality and protected from victimisation as a result of their disclosure.
- We will investigate concerns raised, promptly, taking into account the wishes of the person making the disclosure
- Deliberately false and malicious claims may constitute bullying or harassment and will not be tolerated.
- Managers have a specific responsibility and a duty to;
 - ✓ Promoting positive action and challenging people to act in accordance with expectations.
 - ✓ Support people to develop their knowledge and skills in these areas, ensuring that their team members attend the appropriate awareness sessions as required.
 - ✓ Act quickly to investigate and act when they are made aware of breaches of our standards.

Avoiding discrimination and promoting diversity

Discrimination can be direct or indirect. Direct is when a person or group is treated less favourably because of a protected characteristic and indirect is when a practice, rule or process disadvantages a person or group with a protected characteristic. Sometimes, this can be an unintended impact, so it is important we seek to remove the barriers our people face and work to ensure equality of opportunity. This task is broader than our organisation, however we will work to increase diversity and improve inclusion wherever possible. An important part of this is being open to feedback.

Unacceptable personal behaviours

Whilst it is important to describe the type of behaviours we will not tolerate, it is not possible to list every action that will be considered a breach of this policy and the Code of Behaviour. When investigating concerns, attention should be paid to the description and examples below alongside our **People Framework** to determine if the behaviour could reasonably be considered to have caused harm.

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient.



Harassment can be described as unwanted conduct which has the purpose or effect of violating a person's dignity or creating a damaging, intimidating, hostile, degrading, humiliating or offensive environment for that person/s. It may be persistent or an isolated incident. It includes acts of a sexual nature. It can also take the form of consist of verbal abuse, racist jokes, insensitive comments, ridicule or isolation.

Victimisation refers to detrimental (less favourable) treatment towards someone who has made, is believed to have made or about to make (or support) a grievance or complaint. In the UK there is specific legal protection for victimisation when someone raises a concern related to a protected characteristic. False evidence or allegations are not protected.

Bullying and harassment can take place face to face, in written communications, visual images, email or phone. It can happen to anyone and may happen to a group of people. Examples of unacceptable behaviours are;

- Unwelcome sexual advances – touching, standing too close, display of offensive materials, unwanted advances or asking for sexual favours
- Spreading malicious rumours, or insulting someone
- Overbearing supervision, misuse of power or undermining a competent worker
- Constantly challenging someone or criticising them (in public or private)
- Exclusion from group activities
- Preventing individuals progressing by intentionally blocking promotion or training opportunities
- Favouring others, e.g. providing opportunities whilst persistently ignoring others

Guidance on raising concerns and making a complaint

Everyone is encouraged to raise issues, in confidence, with their manager and where this is not possible with another more senior manager or HR. The person receiving the information must treat the matter seriously, offering confidentiality. When someone raises a concern, they must not be victimised as a result of their disclosure.

Concerns raised with the expressed wish of anonymity will be managed using the Whistleblowing and Complaints policies. Matters where the person requires a specific response/resolution in relation to their own employment, will be managed using the Grievance policy.

More information on our commitment to being accountable to all forms of complaints can be found in our Complaints Policy and guidance for managers on investigating concerns can be found in the Investigation Guidelines.



Guidance on applying the Grievance policy

All the principles of the Grievance policy apply in these instances, however particular care should be taken to ensure that appropriate support is given to the person/s raising the issue and to consider their wishes in resolving the matter. Where appropriate, staff should be supported to resolve difficulties informally and it might be appropriate to provide help in doing this, such as accompanying them to raise a matter with a colleague or providing mediation to help them work through the issue.

Where it is not appropriate or possible to resolve matters informally and a formal grievance pursued, care should be taken to provide both parties with support and the right to be accompanied to formal meetings. In some cases, it might be helpful either during or after the process to arrange counselling or coaching for the people concerned. CAFOD will cover reasonable costs where this is appropriate.

Guidance on applying the Disciplinary policy

All the principles of the disciplinary policy apply where it is determined that disciplinary action is required as a result of a complaint. Individuals subject to disciplinary proceedings are entitled to the right to be accompanied at formal meetings and should be provided with additional support as appropriate (such as counselling). Disciplinary confidentiality applies and therefore the outcome of proceedings will not be directly reported back to the staff who made the initial discourse/complaint. However, care will be taken to support this person following the conclusion of their case.

Risk Statement

Due to the nature of our operations, there is a medium risk that CAFOD staff will engage in activities that breach this policy. The impact on the organisation of proven or alleged breaches is high due to the potential harm to individuals and associated reputational damage.

Dissemination

This policy will be disseminated to all staff and included in new staff induction. All staff are required to sign to acknowledge receipt of the policy at the time of receiving and this process will be repeated every three years. Staff can access the policy at any time on **CAFODPeople**.

Compliance with policy

The Head of People is responsible for monitoring compliance through tracking of disclosures and investigated cases. If staff have concerns that they feel unable to address through the grievance process, they can report through the CAFOD **Whistleblowing Policy**



Trustee Responsibilities

This policy is owned and signed off by the Board of Trustees who are committed to ensuring that executive management adhere to and uphold the principles and practices contained within it.

Links to Policies and Guidance

There are a number of policies and guidance documents mentioned in this document. These can be located using the links below:

[Organisational Policies](#)

[CAFODPeople: Workplace Policies](#)

Additional guidance and information

[ACAS – Bullying and Harassment in the workplace](#)

[ACAS - Equality](#)

[Bullying](#)

This section is for paper copies only:

I have read and understand the contents of this Dignity in the workplace policy:

Signed: _____ Date: _____

