**Annex 10 - Supplier Code of Conduct Agreement**

*The follow must be reviewed and signed by an authorized senior member of management.*

Medical Teams International and the Supplier agree to follow the below policies for all activities involved in relation to **FY20–ITT 001– Global Laptop Tender** and in regard to all stakeholders affected directly or indirectly by this work.

**Section 1 Conflict of Interest**

A conflict of interest is when one Party, or their friend or relative, will benefit personally from decisions or actions made in the course of business. All actual or potential conflicts of interest must be disclosed to the other Party as soon as possible. Failure to do so may result in penalties or canceling of current and future work together. Managers from Medical Teams and the Supplier must work together to find solutions for addressing any actual or potential conflicts of interest that arise.

**Section 2 Ethical Conduct**

Both parties agree to observe the highest standards of ethical conduct when dealing with its personnel, suppliers, customers and other relevant stakeholders. Both parties shall accurately record and disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws as well as prevailing industry business practices.

Both parties agree to implement and maintain processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

**Section 3 Anti-Corruption**

The Parties to agree that they will not participate in any corrupt conduct, including, without limitation, any bribery, extortion, fraud, cartels, abuse of power, embezzlement, money-laundering and other similar activities. Any gifts given to staff of the other Party must be made known to Party Management, and the Management may choose to disallow the gift on principles of integrity and anti-corruption.

If a Party discovers evidence of corruption in the activities carried out together or that impacts the other party, they will inform the other Party in a timely manner. A Party may be required to address actual or perceived corruption within a reasonable timeframe or risk the suspension of current or future work together, including the potential cancellation of current contracts (as identified in each contract). Each Party is expected to have adequate measures in place to prevent corruption in their organization and to promote a culture of integrity.

**Section 4 Anti-Terrorism**

It is MTI’s policy to comply with the laws and regulations of the United States Government, the European Union and the United Nations concerning the ineligibility of vendors, contractors and suppliers for reasons of fraud, corruption or terrorist activity. These laws and regulations prohibit MTI from doing business with or providing support to any persons or entities that have been found to be engaged in or provide support for any such activities. The Service Provider agrees to abide by this policy.

Both Parties will exercise due diligence to ensure that no resources will be used to support or facilitate terrorist activity in compliance with all **applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.** If any concerns are raised that programs or activities have supported or facilitated terrorism, they shall be immediately and thoroughly investigated and fully reported to all Parties.  If either party determines that the funding, programs and/or activities of the other party have directly or indirectly, purposely or inadvertently, been used to support or facilitate terrorist activity, the other party may terminate any contracts immediately with written notice.

**Section 5 Harassment**

Both Parties agree to forbid all cases of physical, sexual or psychological harassment in their workplaces. Reported incidents must be taken seriously, investigated thoroughly and reported to authorities as required by law.

**Section 6 Child Protection**

No persons under the age of 18 will be allowed to work or volunteer for any labor required for Medical Teams activities. Both parties agree to conduct their work in a way that avoids any physical or emotional mistreatment, sexual abuse, neglect, or exploitation of children.

**Section 7 Environmental Protection**

Both Parties agree to follow required environmental laws and to conduct their work in a way that causes as little harm as possible to the environment and avoids unnecessary waste of resources.

**Section 8 Information Protection**

All confidential information shared or collected during or after the Parties work together must be treated with diligent care and protection. Information involving the other Party or joint activities must never be shared with prior written authorization from the other Party.

**Section 9 Dispute Resolution**

Both Parties agree to use their best, honest efforts to cooperatively resolve any disputes and problems that arise in connection with their work together. Both Parties will make an effort to continue their responsibilities without delay or loss of quality while attempting to resolve any disputes.

Disputes which remain unresolved after thirty (30) days will be referred to a mediator selected by the American Arbitration Association (<https://www.adr.org>). If the mediation is unsuccessful, the Parties agree that the dispute shall be resolved by a single arbitrator appointed by the mediator in accordance with the Rules of the American Arbitration Association. All costs of arbitration will be shared equally by the Parties. The Parties agree that any decision by the arbiter will be binding and may be entered as a final judgment in any court of competent jurisdiction.

“I acknowledge that, on behalf of myself and the organization stated below, I have read and understood the above policies and agree to fully abide by them in regard to all dealings with Medical Teams staff and operations.

I have also received, read, and understood the following Medical Teams policies and agree to abide by their content:

* Medical Teams Catalogue of Contract Terms
* Medical Teams Child & Vulnerable Adult Protection Policy
* Medical Teams Conflict of Interest Policy
* Medical Teams Ethical Concerns
* Medical Teams OFAC Compliance Policy

I am authorized to represent the organization in these regards.”

*Company*

*Seal/Stamp*

|  |  |
| --- | --- |
| **Full Name** |  |
| **Title** |  |
| **Company Name** |  |
| **Date** |  |
| **Signature** |  |

Any concerns should be communicated to the local Medical Teams headquarters: [**info@medicalteams.org**](mailto:info@medicalteams.org)or(503) 624-1000 or toll-free at (800) 959-4325. **Concerns can also be reported anonymously using our hotline at Ethicspoint.com or by calling +(866)-384-4277.**