**Annex – D: MAG SUPPLIER ETHICAL STANDARDS**

Mines Advisory Group (MAG) as a humanitarian organization expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to MAG valued at over 10,000 USD (or equivalent) in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

MAG staff may perform spot checks to verify that these standards are adhered to. Should MAG deem that the supplier fails to meet, or is not taking appropriate steps to meet these standards, any and all contracts and agreements with MAG may be terminated.

Anyone doing business with MAG shall as a minimum;

1. Comply with all laws and regulations in effect in the country or countries of business;
2. Meet the ethical standards as listed below; or
3. Positively agree to the standards and be willing to implement changes in their organization.
4. **ANTI-CORRUPTION AND ANTI-FRAUD:**
   1. The supplier confirms that it is not involved in any form of corruption.
   2. Where any potential conflict of interest exists between the supplier or any of the supplier’s staff members with any MAG staff member, the supplier shall notify MAG in writing of the potential conflict. MAG shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
   3. The supplier will immediately notify senior MAG management if exposed for alleged corruption by representatives of MAG.
   4. The supplier shall be registered with the relevant government authority with regard to taxation.
   5. The supplier shall pay taxes according to all applicable national laws and regulations.
   6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.
5. **ILLEGAL ACTIVITY:**

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

1. **CONDITIONS RELATED TO THE EMPLOYESS:**
   1. No workers in our company will be forced, bonded or involuntary prison workers.
   2. Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.
   3. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
   4. Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
   5. Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child’s opportunity to complete his/ her education.
   6. There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
   7. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
   8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
   9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
   10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
   11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
   12. Workers shall be provided with at least one day off for every 7-day period.
   13. All workers are entitled to a contract of employment that shall be written in a language they understand.
   14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
   15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
   16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
   17. No Deductions from wages shall be made as a disciplinary measure.
2. **ENVIRONMENTAL CONDITIONS**
   1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
   2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
   3. National and international environmental legislation and regulations shall be respected.
   4. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.
3. **TRANSPARENCY AND ACCOUNTABILITY**

The supplier undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of MAG in order for MAG to examine any alleged breach of this Code of Ethics. Any Breach of the representations and warranties of this Code of Ethics shall entitle MAG to terminate any contractual relations with the supplier immediately upon notice to the supplier at no cost to the MAG.

1. **TERRORISM**

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

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

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the code of conduct as listed above, or positively agree to these code of conduct and are willing to implement necessary changes in the organization.

*DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF SUPPLIER/COMPANY: ­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*COMPANY STAMP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*