



ASSOCIATION FOR THE SOCIAL SUPPORT OF YOUTH

## **ARSIS' SUPPLIER'S CODE OF CONDUCT**

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**Applicable to all ARSIS' offices and Infrastructures**



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## **A. ARSIS's aims and mission**

ARSIS' mission is to take actions for the prevention of children and youth exclusion. In this framework, ARSIS develops new methodologies and support tools, organizes and participates in cooperative networks, cooperates with public and private services and develops advocacy and proposals for the social policy concerning children and youth.

Its function, services and works are primarily based on the respect of equality, solidarity and democratic values. ARSIS activities are implemented on local, national and transnational level and they are developed through the cooperation with public and private stakeholders and networks.

ARSIS offers its services to children and young individuals who live under conditions of poverty, neglect, victimization, conflict, disapproval, exploitation, isolation and racism. It also offers special services to those who are institutionalized and to those who are deprived of family environment.

ARSIS services mainly include psychological, legal, social, educational and employment support, housing and food services, material support, social, educational and recreational activities.

## **B. Code's description and scope**

### **1. Purpose**

ARSIS Supplier Code ("the Code") defines the non-negotiable minimum standards of business behaviour, fair trade, social and economic solidarity that we ask our suppliers and their sub-tier suppliers ("the Supplier"), to respect and to adhere to when conducting business with ARSIS. This document helps the continued implementation of our commitment to international standards and the UN Guiding Principles on Business and Human Rights, the Core Conventions of the International Labour Organisation (ILO) and the 10 Principles of the United Nations Global Compact.

### **2. Scope**

The standards of the Code set forth expectations for the Supplier with whom we do business, including their parent, subsidiary or affiliate entities, as well as all others with whom they do business including all employees, upstream suppliers and other third-parties. It is the Supplier's responsibility to disseminate, educate and exercise diligence in verifying compliance of this Code to its employees, agents and sub-tier suppliers.

### **3. Compliance**

We expect the Supplier to adhere to all applicable laws and regulations and in particular for the basic principles detailed herein, and strive to comply with international standards and best practices. We reserve the right to verify compliance with the Code through internal or external assessment mechanisms.

### **4. Continuous Improvement**

We recognize that reaching the standards established in this Code is a dynamic process and encourages suppliers to continuously improve their operations. In case of improvement required, we will support in the establishment of milestones and systems to ensure that practices are continuously upgraded. Failure to do so shall impact directly the ability of the Supplier to do business with us.

### **5. Application**

Through the acceptance of the Purchase Order, the Supplier commits that all its operations are subject to the provisions contained in this Code. This Code, or the demonstration of its compliance, does not create any third-party beneficiary rights for the Supplier. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between suppliers and ARSIS.

## **BASIC PRINCIPLES of ARSIS' Supplier's Code**

### **1. Human Rights**

We fully support the United Nations Frame-work and Guiding Principles on Business and Human Rights and expect the Supplier to respect all human rights, including children rights, labour rights, throughout its business activities.

#### **As a minimum:**

***Freedom of Association and Collective Bargaining:*** The Supplier should grant its employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations.

***Forced Labour:*** The Supplier must under no circumstances use, or in any other way benefit, from forced labour in line with ILO Convention No. 29 on Forced Labour and ILO Convention No. 105 on Abolition of Forced Labour. Forced labour refers to any form of indentured servitude such as the use of physical punishment, confinement, threats of violence as a method of discipline or control such as retaining employees' identification, passports, work permits or deposits as a condition of employment.

***Employment Practices:*** The supplier shall only employ workers who are legally authorized to work in their facilities and are responsible for validating employees' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice. To every extent possible work performed must be on the basis of 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 arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

In the case of employment through third party labour agencies the Supplier shall comply with Convention No. 181 of the International Labour Organization on Private Employment Agencies.

***Child Labour:*** The use of child labour by the Supplier is strictly prohibited, in line with ILO Convention 138 on the Minimum Age, and Convention 182 on the Elimination of the Worst Forms of Child Labour. The ILO Convention 138 on the Minimum Age indicates that no child below 15 years (or 14 in certain developing countries) is allowed to work, subject to exceptions allowed by the ILO or national law.

If the Supplier employs young workers, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental or emotional development.

**Fair and Equal Treatment:** The Supplier must operate with dignity, respect and integrity in regards the treatment of its employees:

- The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, colour, religion, gender, age, physical ability, national origin, sexual orientation, political affiliation, union membership, medical tests, or marital status, in line with ILO Convention No. 111 on Discrimination.
- Any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment must not be tolerated.
- The Supplier shall respect the privacy rights of its employees whenever it gathers private information or implements employee-monitoring practices.
- When the Supplier retains direct or contracted workers to provide security to safeguard its personnel and property, the Supplier will make sure that security personnel apply the same standards on fair and equal treatment.

**Working time and rest days:** The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, and maternity and paternity leaves.

**Wages and benefits:** The Supplier's employees must be provided with wages and benefits that, at a minimum, comply with national laws or industry standards whichever is higher, as well as binding collective agreements, including those pertaining to overtime work and other premium pay arrangements. The Supplier must not apply disciplinary or any other forms of deductions from pay neither apply any forms of discrimination in employment and remuneration practices.

## **2. Safety and Health**

We expect the Supplier's operating and management systems, as well as employees, to work in preventing work-related injuries and illnesses.

**Workplace Environment:** The Supplier should provide its employees with a safe and healthy working environment.

**Emergency preparedness:** The Supplier should be prepared for emergency situations. This includes worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment and adequate exit facilities. The Supplier should regularly train employees on emergency planning responsiveness as well as medical care.

**Product Quality and Safety:** All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law. When conducting business with or on behalf of ARSIS, the Supplier must comply with our quality requirements.

### **3. Environmental Sustainability**

We require that our Supplier complies with all applicable legal environmental requirements and demonstrate continual improvement of its environmental performance.

***Environmental Permits and Reporting:*** The Supplier shall make sure that it obtains, keeps current, and follows the reporting guidelines of all the required environmental permits and registrations to be at any time legally compliant.

***Environmental Management System:*** The Supplier shall document and implement a relevant environmental management system (based on international standards such as ISO 14001:2004), designed to identify, control and mitigate significant environmental impacts.

***Hazardous Materials and Product Safety:*** The Supplier shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed. Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Suppliers shall ensure that key employees are aware of and trained in product safety practices.

***Resource Consumption, Pollution Prevention and Waste minimisation:*** The Supplier shall optimise its consumption of natural resources, including energy and water.

### **4. Business Integrity**

We require the Supplier to comply with all applicable ethical trade laws and regulations in the countries where materials are sourced, produced and incorporated into ARISIS product ("country of use"). In case of services, the location of service delivery should prevail.

***Anti-bribery:*** The Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private. The Supplier will not pay or accept bribes, arrange or accept kickbacks and shall not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws.

***Grievance mechanisms:*** The Supplier should have systems in place enabling anonymous grievances, reporting and management.

***Records:*** The Supplier shall maintain transparent and up to date books and records to demonstrate compliance with applicable materials, services, governmental and industry regulations.

***Origin:*** The supplier shall be capable to disclose all the potential sources of primary origins (country of origin) associated with deliveries made.

***Intellectual property:*** The Supplier shall take appropriate steps to safeguard and maintain confidential and proprietary information of its business partners and use such information only for the purposes authorized for use by the contractual agreement.

In case of sub-contracting, sharing of confidential information should be made with the consent of ARSIS.

***Conflict of Interest:*** The Supplier is expected to report to us any situation that may appear as a conflict of interest, and disclose to us if any ARSIS' employee or professional under contract with us may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

This Code is available through ARSIS' website and has been duly approved by ARSIS' administrative council.