

# **Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH**

**- as at June 2023 -**

We, the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH ('GIZ'), aim to enable this and future generations to live in safety, security and dignity. To this end, GIZ accepts its special environmental and social responsibility by undertaking to meet the very high standards it has set itself with regard to human rights, environmental protection and integrity, and by requiring the parties it contracts ('Contractors') to meet the same standards. With this Code of Conduct, GIZ specifies the legally binding requirements to be met by its Contractors in the areas outlined above.

## **1. Principles**

When fulfilling a contract, the Contractor must comply with all applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

Respect for human rights, the protection of children, the prevention of any and all forms of violence, abuse and exploitation, the avoidance of any discrimination on the basis of ethnic origin or background, religious beliefs, age, gender identity, sexual orientation or any type of disability, as well as the promotion of gender equality for all genders in compliance with international standards and multilateral agreements (in particular those relating to human rights) must be ensured for the duration of the work and services provided by the Contractor. The Contractor must respect the protected legal positions arising from the following conventions on the protection of human rights:

- Convention No. 29 (including the protocol dated 11 June 2014), No. 87, No. 98, No. 100, No. 105, No. 111, No. 138, No. 182, No. 155 and No. 187 of the International Labour Organization (ILO Conventions)
- United Nations Convention on the Rights of the Child
- International Covenant dated 19 December 1966 on Civil and Political Rights
- International Covenant dated 19 December 1966 on Economic, Social and Cultural Rights

When providing work and services, the Contractor shall furthermore take into account applicable national and international environmental laws, seek to minimise emissions of greenhouse gases and avoid any action that might make the local population and/or ecosystems more vulnerable to the impacts of climate change. To protect the environment, the Contractor shall comply with the currently valid version of the following agreements in particular:

- Minamata Convention on Mercury dated 10 October 2013 (Minamata Convention)
- Stockholm Convention dated 23 May 2001 on Persistent Organic Pollutants, last amended by decision of 6 May 2005 (POPs Convention)
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal dated 22 March 1989, last amended by the ordinance dated 6 May 2014 (Basel Convention)

The Contractor is obliged to provide its work and services in a manner designed to avoid or minimise unintended negative consequences with regard to the environment, climate protection, measures for adapting to climate change, human rights, fragile contexts and contexts marked by conflict and violence, and gender equality, through the implementation of documented mitigation measures. With regard to gender equality, the Contractor is additionally obliged to exhaust all possibilities for ensuring such equality.

## **2. Human rights obligations**

### **2.1. Prohibition of child labour, forced child labour**

It is prohibited to employ children under 15 years of age. If local legislation stipulates a higher minimum age for employment or for compulsory schooling, then the higher age limit shall apply as the minimum age for employment. Irrespective of this, employment may not be detrimental to the health or development of young people or to their schooling or vocational training. Beyond this, ILO Convention No. 182 prohibits the worst forms of child labour for children under the age of 18.

### **2.2. Prohibition of forced labour, slavery and practices similar to slavery**

All forms of forced labour, slavery, practices similar to slavery, servitude and other forms of exercising control or oppression in the workplace environment, such as through extreme economic or sexual exploitation and humiliation, are strictly prohibited. All work must be voluntary and must be performed without the menace of penalty. Furthermore, workers should not be exposed to unacceptable treatment, such as mental hardship, personal harassment and humiliation.

### **2.3. Occupational health and safety**

The occupational health and safety obligations pursuant to the law of the place of employment must be observed. The Contractor is responsible for providing a safe and healthy workplace environment. The necessary measures must be taken to prevent accidents and injury to health that may occur in the course of work by implementing and using appropriate occupational safety and health management systems. Suitable protection measures, especially with regard to working hours and breaks, must be in place to prevent excessive physical and mental fatigue. Employees must also be regularly informed about applicable occupational health and safety measures and security measures, and they must receive training on these.

### **2.4. Prohibition of sexual harassment**

The Contractor shall take appropriate measures to prevent sexual harassment in the work environment and shall refrain from inciting hatred or violence.

### **2.5. Freedom of association**

The right of the Contractor's employees to form and join trade unions must be respected. Trade unions have the right to operate freely in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining. The Contractor's employees must be protected from discrimination and must not suffer any disadvantage due to forming, joining or being members of a trade union. Where these rights are curtailed by local laws, alternative legally compliant options must be provided to enable the Contractor's employees to assemble for the purposes of collective bargaining.

### **2.6. Principle of non-discrimination**

All forms of discrimination against employees are prohibited unless justified by employment requirements. This applies to discrimination on the basis of national or ethnic identity, social origin, health status, disability, sexual orientation, age, gender identity, political views, religion or worldview. The human dignity, privacy and personal rights of each individual must be respected. In particular, it must be guaranteed that equal wages are paid for equal work.

### **2.7. Adequate wages**

The Contractor's employees must be paid adequate living wages, in all cases at least the minimum wage established in applicable law; the adequate living wage is determined by the law of the place of employment. When fulfilling contractual obligations in Germany, Contractors must comply with the provisions of Germany's Act Regulating a General Minimum Wage

(Mindestlohngesetz, MiLoG) and pay their workers any applicable collectively bargained wages. Suitable measures must be taken to ensure that wages are not withheld.

## **2.8. Protection of natural resources**

The natural resources on which people's livelihoods depend must be respected and protected. In particular, care must be taken to avoid causing harmful changes to soil, water or air pollution, harmful noise emission or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water, makes it difficult for a person to access sanitary facilities or harms their health.

## **2.9. Land rights**

It is prohibited to acquire, develop or otherwise use, by means of unlawful eviction or unlawful taking of land, any land, forests and waters that secure the livelihood of a person.

## **2.10. Security forces**

It is prohibited to hire or use private or public security forces unless it is ensured by means of adequate instruction and control that their use does not lead to torture, cruel, inhumane or degrading treatment, damage to life or limb, or impairment of the right to organise and freedom of association.

# **3. Environment-related obligations**

## **3.1. Hazardous chemicals**

In line with the provisions of the currently valid version of the Minamata Convention, it is prohibited (i) to manufacture mercury-added products, (ii) to use mercury and mercury compounds and (iii) to treat mercury waste. In accordance with the provisions of the Stockholm Convention (POPs Convention) in its currently valid version, it is prohibited to produce, use, collect, store or dispose of persistent organic pollutants or to handle them in a manner that is not environmentally sound.

## **3.2. Hazardous waste management**

The ban on exports of hazardous waste as set out in the currently valid version of the Basel Convention must be respected. This includes special waste with hazardous properties, such as explosive, flammable, toxic, infectious, caustic or (eco)toxic substances. This may include in particular waste from the production, preparation and use of biocides and pesticides.

# **4. Integrity**

## **4.1. Conflict of interest**

The Contractor must not enter into a conflict of interest in relation to the contract it has signed with GIZ. Conflicts of interest can arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other ties or common interests. The Contractor shall undertake in particular:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) not to accept during the term of the contract other orders where a conflict of interest is to be anticipated due to the nature of the order or due to the contractor's personal or financial connections with a third party unless prior consent has been given by GIZ in text form;
- (c) not to enter into any contracts relating to this contract with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in written form.

The Contractor shall establish a suitable and appropriate system for dealing with conflicts of interest. The Contractor shall furthermore undertake to disclose without delay to GIZ any circumstances that might represent a conflict of interest or that could lead to such. All further steps must then be agreed with GIZ. If the parties are unable to reach an agreement in such a case and GIZ terminates the contract, then the Contractor is responsible for the termination.

#### **4.2. Principles of integrity**

The Contractor must not offer or give any gift or grant any other advantages, either itself or via third parties, in connection with the award and/or performance of the contract, nor may the Contractor accept or demand the same for itself or others; this shall also include any facilitation payments.

The Contractor must not agree any restraints on competition with one or more other companies, nor participate in anti-competitive business practices.

All forms of corruption are prohibited. The Contractor shall be obliged to implement suitable and adequate measures to prevent and combat corruption. The Contractor shall be further obliged to immediately report to GIZ's whistleblower system all confirmed cases of corruption and any serious suspected cases that might relate to corruption and/or financial crimes such as fraud, embezzlement and breaches of trust in connection with the performance of the contract (see Section 6 below).

### **5. Implementing the requirements**

Within the scope of its own business activities, the Contractor is responsible for identifying risks within the supply chain and taking appropriate measures. In the event of suspected breaches and to protect supply chains with increased risks, the Contractor shall inform GIZ promptly and, where appropriate, regularly about the breaches and risks identified and the measures taken. This shall not affect any other obligations pursuant to the individual provisions of the contract with GIZ.

### **6. Whistleblower system**

GIZ's whistleblower system is available for reporting any reasonable grounds to suspect an infringement of this Code of Conduct. Reports can be made in the following ways: via the online whistleblower portal; via GIZ's Compliance and Integrity Advisory Services ([compliance-mailbox@giz.de](mailto:compliance-mailbox@giz.de)); via an external ombudsperson. The whistleblower system can be found [here](#). This provides both a link to [GIZ's whistleblower portal](#), which can be used anonymously, and the contact details of the ombudsperson. Questions or ideas relating to this Code of Conduct can be sent to the central mailbox of the Sustainable Procurement Team ([sustainable.procurement@giz.de](mailto:sustainable.procurement@giz.de)).