

FCDO Supplier Code of Conduct

1. What we expect from our Suppliers

- 1.1 Version 2 of the [Government Supplier Code of Conduct](#) ("the Code") sets out the standards and behaviours expected of suppliers who work with government.
- 1.2 The FCDO (henceforth known as "the Authority") expects its Suppliers and its Suppliers' Subcontractors to meet the standards set out in the Code. In addition, The FCDO expects its suppliers and its suppliers' subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Supplier and the Suppliers' Subcontractors shall comply with such corporate social responsibility requirements as the Authority may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 Without prejudice to the generality of its rights and obligations under each Contract, the Supplier shall support the Authority in fulfilling its public sector equality duty under S149 of the Equality Act 2010 by ensuring, so far as reasonably practicable, that it (the Supplier) fulfils its obligations under each Contract in way that has due regard to the need to:
 - 2.1.1 Eliminate discrimination, harassment or victimisation and any other conducted that is prohibited under the 2010 Act; and
 - 2.1.2 Advance equality of opportunity and foster good relations between those who share a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 Shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
 - 3.1.2 Shall not require any Supplier staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
 - 3.1.3 Warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 Warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 Shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the World.
 - 3.1.6 Shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 Shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
 - 3.1.8 Shall prepare and deliver to the FCDO at the commencement of each Contract and updated on a frequency defined by the Authority, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
 - 3.1.9 Shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

- 3.1.10 shall not use, or allow its Subcontractors to use, child or slave labour;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Authority and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 Ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 Ensure that all workers are provided with written and understandable information about their terms and conditions of employment, and in particular in respect of wages, before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 Not make deductions from wages as a disciplinary measure except
 - (a) Where permitted by law; and
 - (b) Upon express permission of the worker concerned.
- 4.1.4 Record all disciplinary measures taken against Supplier Staff throughout the term of each contract; and
- 4.1.5 Ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 Ensure that the working hours of Supplier staff comply with national laws, and any collective agreements;
- 5.1.2 Ensure that the working hours of Supplier staff, excluding overtime, are defined by contract, and do not exceed 48 hours per week unless the individual has lawfully agreed so in writing;
- 5.1.3 Ensure that overtime is used responsibly, taking into account:
 - (a) The extent;
 - (b) Frequency; and
 - (c) Hours worked

By reference to individuals and the Supplier staff as a whole;

- 5.2 The total hours worked by an individual in any seven-day period shall not exceed 60 hours, unless the criteria set out in paragraph 5.3 are satisfied.
- 5.3 Working hours may exceed 60 hours in any seven-day period only where all of the following are met:
 - 5.3.1 This is allowed by national law;
 - 5.3.2 This is expressly authorised by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 Appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 The employer can demonstrate that exceptional circumstances apply.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The Supplier shall meet the applicable [Government Buying Standards](#) applicable to Deliverables.