

## SALAR International Code of Conduct

### I. Introduction

SALAR International's Code of Conduct provides a framework to guide ethical conduct in a way that upholds the integrity and reputation of SALAR International (SALAR I) as a leading consultancy in local governance and democracy. It reflects the underlying values of SALAR I as an organisation recognised for *quality, competence, transparency and credibility*, and whose activities are permeated by *gender equality and sustainability*. The Code reflects a commitment to these values and describes how these values apply in practice. Furthermore, it sets out parameters for unacceptable behaviour and the obligations of SALAR I and those covered by the Code in terms of adhering to legal, moral and ethical standards. It is a set of guiding standards and principles that all employees, consultants, related persons and suppliers are expected to follow both in practice and in spirit. To demonstrate commitment to transparency and accountability, this Code is available to the public on SALAR I's website.

### II. Who the Code of Conduct applies to

The Code of Conduct applies to all SALAR I employees, consultants, experts and other short- or long-term personnel as well as other contracting parties and suppliers of goods and services engaged in SALAR I's activities. It also includes participants in twinning, exchange programmes and likewise, as well as Board members, elected representatives or any other person travelling in the name of SALAR I, being financed by SALAR I, working at, or residing in, the premises of SALAR I. The general term "Contracting Parties" is used henceforth in the Code to describe all the employees, consultants, related persons and suppliers covered by the Code of Conduct.

### III. Core values

In line with SALAR I's values, Contracting Parties are expected to

- a. demonstrate a commitment to quality, professionalism and high standards;
- b. demonstrate openness, transparency and mutual respect in relation to colleagues and partners;
- c. act with honesty, impartiality and integrity;
- d. be accountable for their actions.

### IV. Appropriate behaviour

Contracting Parties are expected to act in good faith and behave in a way that promotes a positive image of SALAR I, its owners, activities and employees. Contracting Parties should be sensitive to local cultural practices. They shall not engage in illegal activities or unethical practice that could damage the reputation or operations of SALAR I, its owners, partners, contractors or other third parties.

When working overseas, the general starting point is to act in line with the laws, policies and ethics of the host country. If the local law is less stringent than this Code, then the Code should be followed instead.

## **Use of alcohol or drugs**

Contracting Parties must not use alcohol in a way that affects their performance and safety or the performance and safety of their colleagues, or that negatively impacts the reputation of the operations of the Company. Contracting Parties shall abide by SALAR I's Guidelines on Internal and External Representation with Alcohol. The use of illicit drugs is not acceptable.

## **Workplace harassment**

SALAR I does not tolerate any form of workplace violation such as harassment (including sexual, gender and racial harassment), bullying and discrimination, that is, any unwelcome comment or behaviour that is offensive, demeaning, humiliating, derogatory, or any other inappropriate behaviour that fails to respect the dignity of an individual. It is the responsibility of all Contracting Parties to contribute to a safe and healthy workplace that is free from discrimination, harassment and violence when cooperating with SALAR I.

If Contracting Parties feel that they are being harassed in any way, they should aim in the first instance to address the issue with the person involved by indicating that the behaviour is unwelcome, offensive or deemed inappropriate. Alternatively, Contracting Parties may refer the matter to their supervisor, contact person at SALAR I, SALAR I's occupational health and safety representative or Managing Director for advice and action.

## **Sexual exploitation and abuse of power**

Sexual exploitation is a form of gender-based violence and goes directly against SALAR I's values. Sexual exploitation of any kind is not tolerated and any breach may be grounds for dismissal and termination of the contract.

At a minimum, Contracting Parties must:

- Never engage in any sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally.
- Not accept, solicit or engage in the "buying" of or profiting from sexual services. This is applicable to Contracting Parties within and outside of working hours whilst on assignment with SALAR I.
- Never exploit the vulnerability of any target group in the context of development work, especially women and children, or allow any person/s to be put into compromising situations.
- Never abuse a position to withhold development assistance, or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- When working with children, avoid actions or behaviour which may constitute poor practice and never act in ways that may place a child at risk of abuse.

## **Consideration for the environment**

Contracting Parties should make decisions and act in a way that supports environmental sustainability. Contracting Parties should reduce negative environmental impacts and strive to contribute to environmentally sustainable development. This includes reducing the consumption of materials and energy, reducing harmful emissions caused by operations especially from travel, selecting environmentally-friendly alternatives wherever possible and conserving natural resources.

## **V. Anti-Discrimination and Gender Equality**

SALAR I embraces diversity and respects human rights in all areas of its work. Discrimination of any kind including on the basis of gender, religion, sexual orientation, ethnicity or culture is not accepted. Contracting Parties shall respect equal rights of individuals and strive to create an atmosphere where people's differences are accepted and valued.

Men and women engaged in SALAR I's business activities shall be afforded equal rights and development opportunities.

## **VI. Bribery and Anti-Corruption**

SALAR I is committed to conducting its business activities with the highest degree of integrity. This commitment includes a zero tolerance approach towards all forms of bribery and corruption. For the purposes of this Code of Conduct corruption means "the abuse of entrusted power for private gain" including collusion, fraud, embezzlement and theft. Bribery is defined as "the offering, promising, giving, accepting or soliciting of an advantage (whether financial or otherwise) with an intention to influence the behaviour of the recipient".

Contracting Parties must not engage in any form of bribery or corruption and shall not use the position of SALAR I to influence or gain undue benefits or advantage for themselves or others. Contracting Parties are expected to behave in an ethical and transparent way that sets an example for other colleagues, partners and associates.

Contracting Parties have an obligation to prevent, detect, report and manage situations of bribery and corruption. In general, Contracting Parties should report any potential or suspected cases of bribery and corruption to the relevant Project Manager (where engaged in an SALAR I project) or to the Managing Director (for all other situations). The Project Manager/Managing Director is obliged to report any suspected or actual fraud in relation to SALAR I projects to the project financier.

This Code does not provide an exhaustive list of situations where bribery or corruption may occur, but sets out general principles that Contracting Parties should follow.

Personnel typically employed within the Swedish local government system should also act in accordance with the guidelines on their respective organisations on bribery and conflict and interests.

## **Gifts and Gratuities**

Contracting Parties should as a general rule not accept or receive or offer gifts and gratuities during the course of their work. Tokens exchanged as part of protocol or the normal presentation of gifts

in a business relationship may only be accepted if they are reasonable and of low value, and where non-acceptance may be considered impolite. Where gifts are received or offered in this way, they must be done so in a way that cannot be perceived or construed as a bribe. Cash is never to be accepted.

Some typical situations that require careful consideration include offers of gifts, discounts, commissions, meals, travel, conferences, entertainment offers, services or credit.

Where Contracting Parties are unsure about how an offer of a gift or benefit should be handled, they should raise the issue with the relevant Project Manager or Managing Director for assessment.

## **Representation and entertainment**

Swedish tax regulations provide the general framework and standards for reasonable level of representation and entertainment. This includes situations such as official events, recreational events undertaken in connection with business travel or study visits, and dinners or meals offered in the course of work. All individuals covered by this CoC, should consider these regulations as a guideline to what is reasonable when representing SALAR I and should not accept invitations that may be considered as inappropriate as outlined above. Representation and entertainment provided by SALAR I should be done so under a consideration of modesty.

## **VII. Adherence to the EU Sanction list**

Contracting Parties guarantee that they are not subject to financial sanctions (EU Sanctions List) as provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu). Suppliers shall also use all reasonable means to ensure that none of the funds provided by SALAR I are made available to, or for the benefit of, persons, groups and entities designated under, the EU Sanctions List.

## **VIII. Conflict of interest**

All individuals covered by this CoC, must take reasonable steps to avoid situations where they may be placed in a real or apparent conflict between their private interests and the interests of SALAR I. In other words, actions or decisions that individuals take on behalf of SALAR I must not provide them with (or be seen to provide them with) an opportunity to further the private interests of themselves, their families, their business associates or others with whom they have a significant personal or business relationship.

Contracting Parties shall also avoid placing SALAR I in situations that may create a conflict of interest for SALAR I as an organisation; for example, putting SALAR I in a situation where SALAR I may actually or potentially further the private interests of its shareholders, board members, owners or affiliated entities.

It is the responsibility of all individuals covered by this CoC, to declare in writing to the relevant SALAR I Project Manager (where engaged in an SALAR I project) or to the Managing Director (for all other situations) those private interests and relationships that they think could be seen to impact the decisions or actions they take on behalf of SALAR I.

All individuals covered by this CoC, are expected to comply with actions requested by the Project Manager or Managing Director to manage the conflict of interest, which may include:

- removing themselves from matters in which the conflict exists or is perceived to exist;
- not pursuing a particular course of action;
- reporting the potential conflict of interest to a third party;
- giving up the particular private interest causing the conflict;
- in rare circumstances, resigning a position within the Company or as consultant.

## **Outside Activities or Additional Employment**

Employees must avoid participating in outside activities or additional employment that conflict with the interests and work of SALAR I. For example:

*Business Interests:* Employees and experts in projects must not hold interests in a business directly or indirectly through a relative or friend that could benefit from, or influence, the decisions of SALAR I.

*Employment:* Employees must not take supplementary employment that affects their performance or impartiality with SALAR I or conflicts with the interests of SALAR I.

*Volunteer Activity:* If Employees are involved in volunteer work, the activity must not influence or conflict with decisions relating to SALAR I.

*Pre- and Post-Separation:* Employees considering a new offer of appointment or employment must be aware of and manage any potential conflicts of interest between their current position and their future employment, and must remove themselves from any decisions affecting their new appointment or employment. Once employees have left SALAR I, they must not disclose confidential information that they became aware of during their time with SALAR I and must not use their contacts with their former colleagues to gain an unfair advantage for their new employer.

The collective agreement that applies to SALAR I employees provides more detailed guidance about how outside activities and additional employment are to be handled.

## **IX. Appropriate use of resources and intellectual property**

SALAR I resources and property have to be strictly accounted for. Therefore, all Contracting Parties are obliged to handle financial and material resources with the utmost personal care, to safeguard these at all times against theft or other damage, and to ensure that private misuse does not occur.

Means of transport, housing, office, accommodation and equipment should be chosen and acquired under consideration of modesty.

Although transparency is a core value of SALAR I, Contracting Parties must also respect and comply with restrictions of information of strategic importance for SALAR I such as exclusively developed concepts and methods, information that is considered confidential or sensitive, as well as information that might affect SALAR I's partners or third parties negatively.

Contracting Parties must respect and protect confidential and proprietary information, use it only for the purposes of their work of SALAR I and not use it for personal gain. Contracting Parties must comply with obligations regarding the collection, storage, use, transmission and disclosure of information whether given by SALAR I itself or by other parties such as project financiers and partners.

## X. Reporting & Whistleblower Function

It is the responsibility of Contracting Parties to avoid situations which may breach the principles and practice outlined in this Code of Conduct. Where Contracting Parties detect a potential or actual breach, they should report it as soon as possible to the relevant SALAR I Project Manager (where Contracting Parties are engaged in an SALAR I project) or to the Managing Director (for all other situations including for SALAR I employees)

In the case of suspicions of misconduct, irregularities or other wrongdoings related to SALAR's operations and/or SALAR I's Code of Conduct, Contracting Parties also have the possibility to report this to SALAR's whistleblower function: **SALAR Whistleblower function**

It provides a channel where events or conditions can be reported anonymously and protects informants' confidentiality.

## XI. Responding to Potential Breach

The Managing Director has the ultimate responsibility for responding to breaches of the Code. SALAR I Project Managers are expected to report breaches of the Code to the Managing Director for action but may respond to potential or minor breaches themselves where it is reasonable to do so.

Where a potential breach has been reported or discovered, the Project Manager and/or Managing Director will review the circumstance and details of the potential breach and determine the appropriate course of action with reference to other laws and contractual obligations. This may include:

- Undertaking further investigative action to determine whether a breach has occurred and the exact nature of the breach;
- Contacting the Contracting Parties involved. The identity of the reporter will not be disclosed unless required by law or in a legal proceeding. Contracting Parties have the right to respond to the potential breach and may be asked to rectify the situation within a certain timeframe;
- In serious cases, contacting the authorities who may take further criminal, civil or investigative action.

Where a breach is suspected or has occurred, Contracting Parties must comply with all reasonable actions requested or taken by SALAR I or the relevant authorities.

The Contracting Party agrees to follow this Code of Conduct during the engagement with SALAR International.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_