

# Supplier Code of Conduct (Individuals)

This Code of Conduct (the **Code**) Code reflects OPM's mission and values and seeks to ensure that wherever the company operates, its Suppliers maintain the highest standards of behaviour and conduct at all times.

The Code applies to all persons delivering goods or services to Oxford Policy Management Limited or its offices worldwide (**Suppliers**). The Code also applies to any agents, or sub-contractors. (the **Supplier Personnel**).

OPM requires all of its Suppliers and Supplier Personnel to comply with this Code and reserves the right to check compliance at any time. The Supplier is responsible for explaining this Code to its Supplier Personnel and ensuring compliance by them and throughout its delivery chain. References in the Code to **I** and **My** are references to the Supplier. All references to behaviour and standards include the Supplier ensuring or procuring that the Supplier Personnel meet those behaviours and standards. Oxford Policy Management Limited and its international offices are collectively referred as **OPM**.

The Code is designed for (i) Suppliers' guidance and protection; and (ii) the protection of OPM against the risk of financial loss or reputational damage. By accepting an engagement with OPM, a Supplier undertakes to discharge its duties and regulate its conduct in line with the behaviours and standards set out in the Code.

## OPM's Values

OPM enables strategic decision-makers to identify and implement sustainable solutions for reducing social and economic disadvantage. OPM is united by its core values:

- **We are ambitious:** we embrace innovation and creativity, seeking to continually improve how we do things. We are open to new ideas, enabling people to be the best they can be.
- **We have positive impact:** We continually strive to deliver work of the best quality and to the highest standards. We aim for excellence every day in all that we do.
- **Together we make a difference:** we are stronger together, sharing knowledge and experience, helping others to solve problems and respecting and valuing differing views.

## Standards of Behaviour and Conduct

As an OPM Supplier, I shall:

1. **Uphold the integrity of OPM by ensuring that personal and professional conduct is, and is seen to be, of the highest standard in keeping with OPM's aims and values.**

In particular, without limitation I:

- accept that I am accountable for my actions and decisions;
- undertake not to abuse my position for personal gain, make false expense claims or

claims in respect of alcohol or tobacco or similar items;

- not work under the influence of alcohol or use, purchase or distribute or be in possession of illegal drugs or substances on OPM's premises, wherever located, or whilst providing goods or services to OPM. Psychoactive substances (legal highs) and legal drugs which have not been legally obtained also fall into this category; and
- agree that OPM may, and has the right to, conduct searches at any location under my control used for the provision of the services to us including searches of any locker, desk or computer. I understand that any search will only be carried out by a duly authorised representative of OPM in the presence of a witness nominated by me.

**2. Refrain from and seek to prevent any form of abuse, harassment, discrimination, intimidation or exploitation, and treat all people with dignity and respect.**

**In particular, without limitation I will not:**

- engage in any exploitative, abusive or corrupt relationships including any exploitative, or abusive or corrupt behaviour that involves a vulnerable person or child and will act in accordance with the principles set out in OPM's Safeguarding Policy;
- offer employment, money, goods or services in return for any form of humiliating, degrading or exploitative behaviour;
- engage in any form of discriminatory behaviour;
- engage in or permit any behaviour which may adversely affect OPM's reputation. This includes any internet based activity, including on social media sites and blogs; or
- use unequal power relationships for personal gain.

**And I will:**

- contribute to a working environment characterised by mutual respect, integrity and dignity for all; and
- report any complaints, concerns and or incidents concerning exploitative, abusive or corrupt behaviour or any attempted or threatened exploitative, or abusive or corrupt behaviour to OPM in accordance with OPM's whistleblowing procedures (as set out in the Supplier page of OPM's website) or alternatively, if providing services to OPM in connection with a contract funded by the FCDO, via FCDO's Counter Fraud Section at [reportingconcerns@fcdo.gov.uk](mailto:reportingconcerns@fcdo.gov.uk) or +44 (0)1355 843747, and where necessary, the appropriate authorities.

**3. I will protect children and vulnerable persons and, in particular, I will not:**

- engage in sexual activity a Child or Children (being anyone under the age of 18 regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier or Supplier Personnel as to the age of the person);
- sexually abuse or exploit Children;
- subject a Child to physical, emotional or psychological abuse, or neglect;
- engage in any commercially exploitative activities with Children including Child labour or trafficking;
- sexually abuse or exploit vulnerable adults;

- subject a vulnerable adult to physical, emotional or psychological abuse, sexual harassment or neglect;
- exchange money, employment, goods or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of any services related to an OPM programme;
- engage in any sexual relationships with beneficiaries of OPM services or other activities related to us, since they are based on inherently unequal power dynamics; or
- abuse or exploit any individual in any way and report any such behaviour of others to OPM in line with supporting policies and procedures (such as the Anti-slavery and Human Trafficking Policy, Whistleblowing Policy and Safeguarding Policy) and where necessary, the appropriate authorities.

**And I will:**

- avoid engaging in any activities which might lead to, or suggest, a breach of OPM's Modern Slavery Policy; and
- raise concerns about any issues or suspicions of modern slavery in any parts of the project, organisation or supply chain at the earliest possible opportunity.

**4. Perform my duties and conduct my private life in a manner that avoids possible conflicts of interest with OPM, its work and clients.**

**In particular I will:**

- take all reasonable steps to avoid any potential or actual conflicts of interest between myself and OPM and its clients and the services provided by myself to OPM and those for OPM's other clients;
- avoid knowingly committing any acts which are likely to result in an allegation of impropriety against OPM, including conflicts of interest, which are likely to prejudice my independence and objectivity in performing the contract with OPM; and
- inform OPM in writing as soon as I become aware of a potential or actual conflict of interest.

**5. Take a zero-tolerance approach to all forms of bribery and corruption.**

**In particular, I will not:**

accept benefits that I am not contractually entitled to, attempt to bribe officials or any other person, receive bribes or fail to prevent bribery that I am aware of;

accept gifts or any form of remuneration or payment from governments, donors, other Suppliers and other persons, which have been offered to as a result of, or in connection with the services supplied to OPM and shall inform OPM in writing immediately if any such gifts or payments are offered or proposed (this does not apply to one-off small tokens of appreciation, such as flowers or a bottle of wine of a nominal value); and

request any service or favour from others in return for assistance by OPM.

**And I will report fraud and corruption:**

in accordance with the whistleblowing procedures set out at paragraph 2 above.

**6. Be responsible for the proper use of information, equipment, money and resources to which I have access by reason of my contract for goods/services with OPM.**

**I shall:**

comply with my obligations under the law in relation to the processing of personal data and, OPM's policies and procedures regarding its personal data and confidential or proprietary information;

work within agreed authorisation levels before communicating externally in OPM's name or in relation to the services;

appropriately account for all OPM or client money and property, (e.g. vehicles, office equipment, computers including the use of internet, email and intranet); and

ensure the highest standards are maintained when dealing with OPM client, donor or third party personal data, confidential information and or proprietary information received by me during the course of providing services to OPM in line with best practice and existing OPM policies and procedures.

**7. Protect the health, safety, security and welfare of myself, Supplier Personnel (if applicable) and OPM Employees.**

**I shall:**

comply with local security management guidelines and be proactive in informing OPM of any necessary changes to such guidelines; and

take all steps necessary to avoid any unnecessary risk to the safety, health and welfare of Supplier Personnel, if applicable, and others.

**8. Avoid involvement in criminal or unethical activities, those that contravene human rights or damage the environment, or that compromise the work of OPM.**

**I shall:**

be sensitive to, and aware of, customs and culture in places where I work and of those I work with whilst still complying with this Code. Where local legislation is less stringent, I will abide by the standards of the Code so as to ensure that OPM may work to the highest ethical standards. Should local legislation exceed the standards set out in the Code, then I understand that the local legislation will prevail; and

notify OPM of any criminal convictions or charges including those of any Supplier Personnel, if applicable, prior to entering into a contract with OPM, or if I, or any Supplier Personnel if applicable, face any criminal charges or private legal action during the course of my contract with OPM.

**9. Ensure that resources and funds will not be misappropriated, and not become involved or associated with terrorist activities.**

prior to undertaking work, I will assess the potential risks of involvement with terrorism and will implement proportionate measures to mitigate and manage all identified risks;

I will ensure that staff or resources I propose to work with are not listed on any terrorism lists, financial sanctions lists or other regulatory compliance lists; and

I will not sub-contract on a project or activity where there are any risks that the project lead or other affiliates could have links to terrorism or terrorist activities.

**10. Adherence to OPM Policies**



I shall adhere to OPM's policies in the table below:

**OPM's Core Ethical Policies**

1.	Anti-Bribery, Fraud and Corruption Policy
2.	Anti-facilitation of Tax Evasion Policy
3.	Anti-Harassment & Bullying Policy
4.	Anti-Slavery & Human Trafficking Policy
5.	Conflict of Interest Policy
6.	Data Protection Policy
7.	Data Ownership and Usage Policy
8.	Duty of Care Policy
9.	Equalities, Diversity and Inclusion Policy
10.	Physical Security Policy
11.	Safeguarding Policy
12.	Whistleblowing Policy

In addition to the above policies, I acknowledge that OPM has a number of other policies, procedures and guidance which may be of relevance to me and the work I do with OPM. I will adhere to these policies, procedures and guidance to the extent such are relevant to the work that I do with OPM:

**Key Supplier policies**

1.	Travel Policy
2.	Expenses Policy (externals)
3.	Invoice Template Guidance
4.	Privacy Policy
5.	Global Media Engagement Policy
6.	Global Social Media Policy

These policies may all be amended from time to time. Up to date versions of these policies are available on the Supplier Page of OPM's website.

**11. Additional Requirements**

Some Suppliers and certain other entities may be assigned work functions that support a U.S. Federal Government customer. If you are assigned to do such work, you will be required within the first thirty (30) days after award of the contract by the U.S. Federal Government customer or assignment to the work (whichever is later) to acknowledge receipt of, and agree to comply with, this Code and the additional requirements enumerated in this Code's Addendum for U.S. Federal Government Contractors. This Addendum is available on the Supplier page of OPM's website or on request from OPM's Legal team.

For clarity, the Addendum does not in any way replace any obligations already outlined in this Code, but to the extent the requirements of the Addendum conflict with respect to matters arising from your work in support of a U.S. Federal Government customer, the Addendum will take precedence.

## **Breaches of the Code**

OPM's preference is to work collaboratively with its Suppliers to identify any issues and to ensure that appropriate remediation steps are taken promptly. OPM encourages its Suppliers to engage with OPM at the earliest opportunity if it becomes aware of any difficulty in complying with this Code. Suppliers can raise their concerns with their usual contact at OPM or through the whistleblowing procedures.

However, any breach by the Supplier of the obligations laid out in this Code may be considered a material breach of contract and may result in the suspension of its services or termination of its contract with OPM.

# Code of Conduct

## Document Purpose:

The Code reflects OPM's fundamental aims and values and seeks to ensure that wherever the company operates, its Suppliers maintain the highest standards of behaviour and conduct at all times.

Policy Overview			
<b>Policy Owner</b>	Head of Legal		
<b>Applies to</b>	OPM Suppliers (individuals)		
<b>Global or local scope</b>	Global		
<b>Version Number</b>	1.2	<b>Effective from</b>	01.06.2023
<b>Approvals (Dates)</b>	<b>Board</b>		N/A
	<b>Policy Authorisation Committee</b>		25.05.2023
	<b>Other (please state)</b>		