

RA Federal Services, LLC

Supplier Code of Conduct



RA Federal Services, LLC (“RA FS”) is committed to conducting business with the highest ethical standards. The RA FS Supplier Code of Conduct sets forth the principles, guidelines, and expectations of RA FS toward its Suppliers.

RA FS Suppliers shall comply with legal, ethical, environmental, and social applicable domestic and international laws and regulations, particularly concerning corruption, bribery, gifts & hospitality, health & safety, human rights & child labor, and environmental impact within the countries in which it operates.

This Supplier Code of Conduct applies to all RA FS Suppliers of products or services, including RA FS’ contractors, vendors, consultants, subcontractors, representatives, agents, and intermediaries.

RA FS Suppliers shall ensure all employees and third parties with whom the Supplier works with comply with these standards to promote social and economic development and contribute to the sustainability of the communities in which it operates.

As an RA FS Supplier, you agree to adhere to the following:

1. COMPLIANCE WITH LAWS

To comply fully with applicable laws and regulations, including but not limited to:

- a) National and international trade laws and regulations.
- b) Environmental health & safety regulations.
- c) International laws regarding human rights, forced labor & child labor.

2. ANTI- BRIBERY AND CORRUPTION

- a) Not to engage in any form of corrupt practices, including fraud, false declarations, bribery, or money laundering.
- b) To follow anti-bribery legislation, including the US Foreign Corrupt Practices Act 1977 (FCPA), the UK Bribery Act 2010 and any laws countering bribery and corruption in all jurisdictions in which RA FS operates or conducts its business.
- c) Not to tolerate, permit, or engage in any form of corruption, extortion, or bribery.
- d) Not to make, offer, authorize, or accept any improper payments or anything of value (including kickbacks, bribes, or payoffs) conferred on any public or government official or individuals in the private sector to influence decision-making violation of the law.
- e) Not to make, offer, authorize, or accept any so-called 'facilitation,' 'greasing', or 'enabling' payments to expedite or otherwise procure a transaction.

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3. GIFTS & HOSPITALITY

- a) Not to give or accept entertainment or gifts that may imply conflicts between RA FS employees and RA FS interests.
- b) To forbid gifts to private or public officials that aim to influence the business decisions or otherwise encourage them to act contrary to their obligations.

4. NON-SOLICITATION

- a) Not to offer any form of employment, including but not limited to consultancy or advisory, to any RA FS employee.

5. CONFLICT OF INTEREST

- a) To avoid conflicts of interest relating to your activities or personal interests and your responsibilities and duties as an RA FS Supplier.
- b) To disclose to RA FS any situation that may appear as a conflict of interest and if any RA FS employee or professional under contract with RA FS may have an interest of any kind in the Supplier's business or any economic ties with the Supplier.

6. HEALTH & SAFETY

- a) To abide by all applicable laws, directives and regulations concerning health & safety in the workplace and undertake to have the appropriate measures in place to implement such requirements.
- b) To take responsibility for the health and safety of employees.
- c) To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases.
- d) To provide training and ensure that employees are educated in health and safety issues.
- e) To never tolerate any threats or acts of violence, including intimidation, bullying, and attempts to instil fear in others.
- f) To set up or use a reasonable or practicable effective occupational health & safety management system.



7. ENVIRONMENTAL IMPACT

- a) To operate in an environmentally responsible and efficient manner and strive to minimize adverse impacts on the environment.
- b) To make efforts to minimize the use of energy, water, and raw materials. Where possible, these should be renewable or sustainably sourced.
- c) To monitor, control and minimize emissions to air likely to cause pollution or contribute to climate change.
- d) To make practical efforts to eliminate or reduce levels of waste generated and reuse or recycle waste materials wherever possible.
- e) To implement processes and technologies that reduce water use, especially in water-scarce areas, and to recycle or reuse water wherever possible.
- f) To conduct routine monitoring of the performance of its wastewater treatment systems.
- g) To train staff to make continuous improvements in environmental protection.
- h) To consider vendors' environmental credentials and performance within their own supply chain and require them to operate to a minimum set of standards.

8. LABOR RIGHTS AND CHILD LABOR

- a) To comply with all applicable laws and regulations regarding labor practices.
- b) To respect employees' rights, including minimum standards related to wages, benefits and working conditions in accordance with the local laws and ensure compensation of a living wage according to local living conditions.
- c) To prohibit forced or compulsory labor in all its forms.
- d) To represent and warrant that they are not engaged in any practise inconsistent with applicable laws.
- e) To take all appropriate measures to prevent sexual exploitation or abuse of anyone by the Supplier's personnel.
- f) To promote equal opportunities for and treat employees irrespective of gender, sexual orientation, marital or civil partner status, gender reassignment, religion or belief, nationality, ethnicity or national origin, disability, age, pregnancy, genetic information or any other status or basis protected by law.
- g) To respect the personal dignity, privacy and rights of each individual.
- h) To refuse to make anyone work against their will, including forced labor/debt bondage.
- i) To follow all applicable laws and regulations regarding child labor.
- j) To refuse to tolerate and proactively communicate a no-tolerance stance against any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination.

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- k) To prohibit behaviour including gestures, language and physical contact that is sexual, coercive, threatening, abusive or exploitive.
- l) To ensure that working hours, including overtime, do not exceed applicable legal limits.
- m) To respect the rights of workers, as set forth in local laws, to associate freely, join or not join labor unions. Where the right of association is restricted under law, the Supplier facilitates, and does not hinder, the development of parallel means for independent and free association.

9. PREVENTING SEXUAL EXPLOITATION AND ABUSE

RA FS has a zero-tolerance policy towards sexual exploitation, abuse or harassment of any kind among RA FS staff or its Suppliers or partners.

RA FS reaffirms that sexual misconduct is counter to its core values.

The Supplier commits to the following:

- a) Not to engage in trafficking in persons, procuring commercial sex acts, and using forced labor.
- b) To commit in taking necessary and appropriate steps to prevent and address sexual misconduct within its workforce and programs.
- c) Ensure that allegations of sexual harassment, exploitation, and abuse within its workplace and programs are reported immediately and addressed appropriately.
- d) To abide by the UN Global Conduct and to the USAID ADS Chapter 113 Preventing and Addressing Sexual Misconduct.

10. CONFIDENTIALITY AND DATA PROTECTION

- a) To protect RA FS confidential information.
- b) To never disclose such information to anyone without RA FS express authorization.
- c) Not to pass personal data to any third party without RA FS express written permission.

11. SUPPLY CHAIN

- a) To conduct appropriate due diligence before engaging third parties.
- b) To ensure all products and services meet regulatory quality and safety standards.
- c) To not subcontract work from RA FS unless written consent is obtained.
- d) To ensure compliance with the requirements of any contracts and obligations negotiated by both parties.
- e) To rely on invoices fully descriptive of the underlying transactions.

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12. ETHICS AND REPORTING

- a) To maintain, strengthen, and protect the reputation for integrity and business ethics with all parties the Supplier is involved with.
- b) To ensure that the business activities are conducted ethically within the Supplier organization.
- c) To ensure that the Supplier's employees comply with all laws and regulations applicable to business activities in all countries in which the Supplier operates.
- d) To promote a culture of equal opportunities, transparency and promote the procedure for raising concerns.
- e) To confidentially report any concerns or non-compliance to this Supplier Code of Conduct to the RA FS CEO.

13. AUDIT RIGHTS

- a) To acknowledge and agree that Supplier is solely responsible for full compliance with this Code by Supplier's directors, officers, employees, representatives and any other business partners.
- b) To permit RA FS to assess Supplier's books and records to confirm compliance with the expectations set forth in this Code when rendering services or products for RA FS.
Such assessments may include, without limitation, on-site inspection of Supplier facilities and review of related Supplier information, including books, records, certifications, permits, and other documentation evidencing Supplier's compliance with this Code.
- c) RA FS may audit the accounts and books of the Suppliers which relate directly to the performance of obligations or work with RA FS.

14. BREACH OF SUPPLIER CODE OF CONDUCT

- a) To acknowledge that non-adherence to the requirements of this Code will be treated as a breach and the penalties would include but are not limited to termination of any agreement with RA FS without penalty or liability and suspension of the Supplier and associated subcontractors or other third parties from engaging with RA FS in the current as well as future requirements.

RA FS reserves the right, at its discretion, to reasonably change, modify, add, or remove portions of this Supplier Code of Conduct. In the event of changes, RA FS expects the Supplier to accept such reasonable changes.