REQUEST FOR PROPOSAL CONTRACT FOR CONTENT DEVELOPMENT SERVICES IN MONGOLIA

| Reference: RFP No. 202001 | DATE: 17 th March 2020 |
|---------------------------|-----------------------------------|
| | |

Dear Sir/Madam,

Instructions to Diddors

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for Content Development Services for public legal awareness campaign under the "Strengthening the gender-based violence response in Mongolia" (2019-2022) project funded by Global Affairs of Canada (GAC).

This Request for Proposal (RFP) consists of the following Annexes. Please be guided by these in preparing your Proposal:

| a. | instructions to Bidders | |
|----|---|---------|
| b. | Terms of Reference (TOR) | Annex A |
| c. | Proposal Submission Form | Annex B |
| d. | Price Schedule | Annex C |
| e. | IDLO Special Conditions of Contract | Annex D |
| f. | IDLO General Terms and Conditions for the Procurement of Services | Annex E |
| g. | Supplier Code of Conduct | Annex F |

Proposals should be submitted no later than 9th April 2020 at 18:00 Ulaanbaatar local time by email to tenders@idlo.int.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP.

IDLO encourages prospective Bidders to prevent and avoid conflicts of interest by disclosing to IDLO if any Bidder or its affiliates or personnel were involved in the preparation of the requirements, design, cost estimates, and other information used to prepare this RFP.



INSTRUCTIONS TO BIDDERS

| Cost of the Proposal | The Bidder shall bear all costs associated with the preparation and submission of the Proposal. |
|---|---|
| | IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation. |
| Language of the Proposal | The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language. |
| Currency of Proposals | Proposals shall be nominated exclusively in MNT (tugrik). |
| Clarification of solicitation documents | A prospective Bidder requiring any clarification of the RFP (Solicitation Documents) may notify IDLO in writing to tenders@idlo.int not later than 72 hours prior to the deadline for submission of Proposals. The requests for clarification will have "Request for clarifications for RFP No.202001" mentioned in the subject. |
| | Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents. |
| Amendments of solicitation documents | At any time prior to the deadline for submission of Proposals IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment. |
| | All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents. |
| | In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals. |
| Contents of solicitation documents | Proposals must offer services for the total requirement, unless specified otherwise in this RFP. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Proposal. |
| Delivery Term & Place | Services are to be provided to: April 2020 - April 2021, Ulaanbaatar, Mongolia |
| <u> </u> | <u> </u> |



Documents comprising the Proposal

The Proposal shall comprise the following components:

- 1. Proposal submission form (see Annex 3);
- 2. Price Schedule (see Annex 4);
- 3. Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder and the Proposal meet all necessary requirements.

Proposal submission The Bidder shall structure the operational and technical part of its Proposal as follows:

(a) Proposed methodology

This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.

It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.



| Format, signing sealing, marking and submission of | The Proposal shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal. |
|--|--|
| Proposals | A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal. |
| | The Proposal will consist of two attached files named "Technical Proposal" and "Financial Proposal". |
| | The "Financial Proposal" file will contain Price Schedule (see Annex 4) and will be password-protected. IDLO will additionally communicate with Bidder for obtaining the password for Financial Proposal, if needed. Only financial proposals from Bidders whose technical proposals have passed technical evaluation will be opened. |
| | The Bidder shall scan and email the Proposal (consisting of Technical Proposal and Financial Proposal) to tenders@idlo.int with the Subject: "Proposal for RFP No.202001" before 7th April 2020. |
| Deadline for | The Proposal shall be addressed to IDLO on as before 0th April 2020 at |
| submission of | The Proposal shall be addressed to IDLO on or before 9 th April 2020 at 18:00, Ulaanbaatar, Mongolia time. |
| Proposals | 10.00, Olaalibaatai, Wolfgolia tiille. |
| Late Proposals | Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system. |
| Validity Period of Proposals | All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO. |



| Modification and withdrawal of Proposals | The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals. |
|--|---|
| | The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. |
| | No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals. |
| | No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form. |
| Right to accept, reject, or render non- responsive any or all Proposals | IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer. |
| Clarification of Proposals | To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted. |
| Preliminary examination | IDLO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order. |
| Correction of errors | Any discrepancy between the unit price and the total price shall be recomputed by IDLO, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on IDLO's re-computation and correction of errors, its Proposal will be rejected. |
| | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by IDLO after it has received the Proposal. |
| | At the time of Award of Contract or Purchase Order, IDLO reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |



Responsiveness of Proposals

IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which conforms to all the terms and conditions of the RFP without material deviations. IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by IDLO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and comparison of Proposals

A two-stage procedure is utilised in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.

The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum Technical score of 210 points of the maximum obtainable 300 points.

The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have preassigned weights and pre-assigned maximum number of scores:

- Technical Proposal -70%, 300 points maximum,
- Financial Proposal 30%, 100 points maximum.

The contract will be awarded to the Proposal with highest combined score obtained in technical and financial evaluation.

Technical Evaluation

The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Financial Evaluation

In the second stage the Financial Proposals of all Bidders who attained a minimum 210 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 100 points and other Financial Proposals will be awarded points in accordance with the following formula:

Financial Proposal score = (Lowest Price / Price under consideration) x 100.



| Payment Terms | Payment will be paid for the performance of Services described in the Contract and be processed within 30 days after successful provision of services and acceptance by IDLO, and upon submission of Supplier's invoice. |
|---------------------------------|--|
| General Terms and Conditions | Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of IDLO, herein attached as Annex 6. Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions and conditions. |



Annex A: Terms of Reference

Call for Proposals for Media and Marketing Agencies for content development services for public legal awareness campaign under the "Strengthening the gender-based violence response in Mongolia" (2019-2022) Project funded by Global Affairs of Canada (GAC).

March 2020

BACKGROUND

The International Development Law Organization (IDLO) has launched the "Strengthening the gender-based violence response in Mongolia" Project" (2019-2022), aimed at empowering victims of domestic violence to access justice, claim their rights and play an active role in advocating against domestic violence. This initiative is funded by Global Affairs Canada in Mongolia and will be implemented in close cooperation with the Government of Mongolia, justice sector institutions, professional associations of lawyers, academia and civil society.

Domestic violence (DV) affects nearly 60 percent of Mongolian women who are married or in an intimate partnership according to a 2017 study by the United Nations Population Fund (UNFPA). The Government of Mongolia has taken a number of legislative and policy steps aimed at addressing domestic violence more effectively. A new domestic violence law passed in 2017 criminalized domestic violence for the first time and provided a framework for increased agency cooperation to assist victims. While the new legal framework undeniably offers an improved, holistic and more victim-centered approach de jure, its practical implementation and adherence to the needs of victims requires significant technical assistance, effective ongoing monitoring, and coordination among all relevant actors.

This Project aims to increase access to justice for victims of domestic violence that incorporates a victim-centered approach by:

- 1) identifying DV legislative gaps and obstacles encountered by victims of DV while navigating the justice system through trial monitoring and research;
- developing capacities of civil society, lawyers, and law students to provide primary and qualified legal assistance using a victim-centered approach, as well as consolidate CSOs in this field to build up referral capabilities among themselves and with other service providers, and to strengthen their advocacy efforts;
- 3) building capacity of police, prosecutors, and judges to implement the law and provide victim-centered responses;
- 4) increasing the legal awareness of DV victims about their rights, available protection mechanisms and remedies, along with ensuring sensitive public outreach in cases of DV.

OBJECTIVE



Legal empowerment of victims of gender-based violence (GBV) and domestic violence (DV), especially of women and girls, is central to creating a culture of justice. It improves not only access to justice for victims, but also the quality of justice they receive. By empowering victims of DV, especially women and girls, to claim their rights, they become better equipped to fight for their rights, demand accountability and bring about change in their communities.

To increase victims' knowledge about their rights and existing legal procedures, the Project will organize a public legal awareness campaign on print, social media, radio, and TV outlets reaching out to victims who frequently encounter difficulties in accessing justice. The objectives of this campaign are to:

- Raise public awareness on GBV/DV including root causes, triggers and stereotypes that may perpetuate and aggravate their occurrence.
- Increase understanding of the legal rights, services available, and support systems for victims and at-risk groups (especially women and girls) while engaging men/boys and targeting youth.

The Media and Marketing Agency must keep these objectives in mind and ensure that all the proposed content development and activities contribute to the ultimate outcome of the project which is that "Victims of domestic violence have an increased access to justice that incorporates a victim-centered approach".

TASKS AND DELIVERABLES

The Media and Marketing Agency is expected to develop content and implement activities for the public legal awareness campaign of the Project. The selected company is expected to introduce innovative but context-sensitive input, provide insights in the local context, and have the expertise and appropriate resources to implement activities nationwide.

Expected output and deliverables:

- Design campaign logo, theme and a visual brand identity
- Develop an implementation plan including target groups, key messages and channels, and public legal awareness survey research report
- Develop design for brochures and leaflets, street and transportation banners, infographics and posters for website and social media – 30-50 pieces
- Produce videos: informational 7-10 videos (5-10 min)
 short teaser 5-7 videos (1-2 min)
- Conduct social media marketing (content promotion on different platforms)
- Submit post-project evaluation survey research report of increased public awareness in comparison with before and after the implementation.

Global Affairs Canada as the donor agency and IDLO as the implementing partner will have full ownership of all content material and intellectual property produced under this ToR, and may not be used by Media and Marketing Agency for other purposes outside the Project without the expressed permission of IDLO.



PAYMENT SCHEDULE

Payment will be paid for the performance of Services described in the Contract and be processed within 30 days after successful provision of services and acceptance by IDLO, and upon submission of Supplier's invoice.

The following schedule will be followed for the payment of agreed fees:

| Expected output | Deadline | Installment | Conditions for Payment Release |
|---|--|-------------|--|
| Design campaign logo, theme, and a visual brand identity Develop a work plan and baseline research for campaign: Implementation plan including target groups, key messages and channels, Public legal awareness survey research | 10 th May 2020 30 th June 2020 | 30% | All output must be approved by IDLO. Receipt of invoice from the service provider. |
| report Develop design for brochure and leaflet Develop design for street and public transportation banners, posters and infographics for website and social media Produce videos: Informational – 7 videos (5-10 min) Short teaser – 5 videos (1-2 min) | 30 th September 2020 15 th November 2020 | 40% | All output must be approved by IDLO. Receipt of invoice from the service provider. |
| Conduct social media marketing for 3 campaigns: International Day of Families (15 th May 2020) 16 days of Activism against GBV (25 th November – 10 th December 2020) International Women's Day (8 th March 2021) Submit post-project evaluation survey research report of increased public legal awareness | 10 th May 2020 – 8 th March 2021 1 st April 2021 | 30% | All output must be approved by IDLO. Receipt of invoice from the service provider. |

QUALIFICATIONS OR SPECIALIZED KNOWLEDGE/EXPERIENCE REQUIRED AND COMPETENCIES

Minimum Requirements for the Media & Marketing Agency:

- Hold legal status as a recognized media and marketing company, and is officially registered with the relevant authorities of Mongolia.
- Have at least 3 years of continuous operations with proven track record in the execution
 of quality media & communications campaign and positive references from previous
 clients or be led by an individual with at least 5 years of related experience, with proven



- track record in the execution of quality media & communications campaign and positive references from previous clients.
- Demonstrate a strong capacity and track record working in media and communications, especially in developing innovative content and programmes, in Mongolian and English.
- Employ a sufficient number of staff with relevant educational and professional background, expertise and experience in media and communications.

Minimum Requirement for Team Members:

- Bachelor's Degree in communications, marketing, journalism.
- At least 3-5 years of proven experience in public awareness and engagement, communications, media and broadcasting, and other related fields, specifically for the local audience.
- Fluency in Mongolian and English (specifically for team leader).

Desirable Qualifications:

- Experience working on public awareness and advocacy campaigns nationwide.
- Experience in international development, gender-based violence issues or any related area (preferred).
- Experience working with international organizations.



| Technical Proposal: Methodology | Points obtainable | |
|---------------------------------|-------------------|--|
|---------------------------------|-------------------|--|

Technical Evaluation Criteria

| | Summary of Technical Proposal | Score | Points |
|----|----------------------------------|--------|------------|
| | | Weight | Obtainable |
| 1. | Establishment and experience | 30% | 90 |
| 2. | Methodology | 45% | 135 |
| 3. | Evaluation and quality assurance | 25% | 75 |
| | Total | | 300 |

| Techi | nical Proposal: Establishment and experience | Points Obtainable |
|-------|---|-------------------|
| 1.1 | Company profile: | |
| | Provide background information, number of years of operation, certificate of registration/business licence, VAT registration, copy of audited financial statements for the past 3 years. | 30 |
| 1.2 | Experience in similar public projects: | |
| | Provide evidence of similar scale projects undertaken within past 3 years either as copies of prior contracts, or contactable references, details of project size/scope and if any sample materials produced. | 30 |
| 1.3 | Experience with other international entities: | |
| | Provide evidence of prior work eg: contactable references, project completion certificates or letters of recommendation from at least 3 International Organisations, embassies, UN or Government Ministries. | 30 |
| | Total Part 1 | 90 |



| 2.1 | Proposed methodology for content development: | |
|-------|---|-----|
| | Provide detailed project implementation plan with details about how the campaign content will be developed, proposed concept notes, expected outcomes, creative methods, proposed target number of audience and geographical coverage | 75 |
| 2.2 | Project resources: | |
| | Provide information about project team structure, provide CVs, certifications and qualifications of team members. Include how project team will be composed and recruited including any joint venture partners. | 60 |
| Total | Part 2 | 135 |

| Techn | ical Proposal – Evaluation and quality assurance | Points Obtainable |
|-------|---|-------------------|
| 3.1 | Reporting results and evaluation: Provide detailed plan showing how expected outcomes and targets for deliverables can be measured and evaluated | 45 |
| 3.2 | Quality assurance: Include details of quality control points, assurance mechanisms etc | 30 |
| | Total Part 3 | 75 |



Annex B: Proposal Submission Form

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for *INSERT AMOUNT OF MONEY AND CURRENCY* as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

| Date: | |
|-----------------------|---------------------------------------|
| Signature: | |
| | Duly authorized to sign this Proposal |
| | |
| Position: | |
| Company/Organization: | |



Annex C: Price Schedule

Financial Proposal

The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

The Price Schedule must provide a detailed cost breakdown as shown below. Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

| Price schedule Description of Deliverable/Item | Unit price (MNT) | Total (MNT) |
|---|-----------------------|----------------|
| Design campaign logo, theme, and a visual brand identity | | |
| 2. Develop a work plan and baseline research for campaign | | |
| 3. Design for brochure and leaflet | | |
| 4. Design for banners, posters and infographics | | |
| 5. Produce videos | | |
| 6. Social media marketing for campaigns | | |
| 7. Project evaluation survey research report | | |
| 8. | Taxes (if applicable) | |
| TOTAL COST | | |



Annex D: IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

| Place of delivery | Ulaanbaatar, Mongolia |
|-------------------|--|
| Delivery deadline | The initial contract will be signed for a period of 12 months. Upon successful delivery of services, the contract may be extended for an additional 12 months. Total contract duration will not exceed 24 months. |
| | Prices will remain unchanged during the period of contract implementation. |
| Payment terms | Payment will be paid for the performance of Services described in the Contract and be processed within 30 days after successful provision of services and acceptance by IDLO, and upon submission of Supplier's invoice. |



Annex E: IDLO General Terms and Conditions for the Procurement of Services

Please refer to PDF attachment to the Bid



Annex F: IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

- 1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third parties. IDLO expects that suppliers ensure that the rules and standards of this Code of Conduct are communicated to the employees and subcontractors.
- 2. Promoting the Principles of this Code of Conduct: IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.
- 3. Subcontracting: IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labor:

- 4. Freedom of Association and Collective Bargaining: IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.
- 5. Forced Labor: IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.
- 6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment



or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

- 7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.
- 8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.
- 9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

- 10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
- 11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
- 12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.
- 13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a



precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to

the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

- 16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- 17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- 18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Drug trafficking and Terrorism:

- 19. Drug Trafficking: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.
- 20. Terrorism: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support toterrorists.

Bribery & Corruption:

- 21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.
- 22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.
- 23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to an IDLO staff member in order to facilitate the suppliers business with IDLO.



24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.

