

Supplier Code of Conduct

1 Introduction

- 1.1 We, The Commonwealth War Graves Commission (CWGC), work on behalf of the Governments of Australia, Canada, India, New Zealand, South Africa, and the United Kingdom.
- 1.2 We were established by Royal Charter to commemorate those from the Commonwealth who died in service, or as a result of conflict, in the two World Wars.
- 1.3 Our organisation is entrusted with the responsibility and the great honour of caring for the graves, memorials, records, and stories of the fallen. We are an organisation of abiding care, which is shown each day, in all that we do, in who we are, and in how we work.
- 1.4 Our suppliers (i.e., those from whom we procure goods and services) (“Suppliers”) and their own employees, contractors, sub-contractors, associated persons, or wider supply chain (“third parties”), are vital to enable us to deliver our Mission in accordance with our CARE Values.
- 1.5 Our CARE Values reflect and set out our culture, and are lived and breathed as we work, as shared expectations behaviours, and standards:

We CARE

C – Commitment – to getting it done and with pride.

We recognise that our work is extraordinary, and the pride we feel encourages us to go the extra mile each day to deliver our Mission.

A – Ambition – to aspire, inspire and innovate.

For ourselves, each other, and our organisation, to ensure that we hand our organisation to the generations to come, relevant, stronger, fitter.

R – Respect – for ourselves, each other, our stakeholders, and our visitors.

Respect and dignity are fundamental to everything that we do. We are a diverse, inclusive, global team. We act in trust and to build trust, with integrity, clarity, and honesty.

E – Excellence – by doing it well, safely and to the highest possible standards, always.

We recognise that excellence is not a destination, rather it is a continuing dedication to high standards and improvement.



1.6 The CWGC only works with Suppliers who share our values and have the same standards and behavioural expectations of their own Third Parties.

2 Supplier commitment

2.1 This Supplier Code of Conduct sets out the minimum standards of behaviour and practice that we require of our Suppliers and their Third Parties.

3 Key Principles

3.1 By entering a relationship with the CWGC, our suppliers and their Third Parties are required to observe and comply with the following 8 principles of legal and ethical conduct (more detail around the underlying expectations of each principle is included in appendix 1):



1. You will have in place effective anti-bribery and corruption measures.



2. You will avoid conflicts of interest.



3. You will not engage in, or tolerate, any form of slavery or human trafficking, or other exploitation of human rights.



4. You will treat those who work for, or with you, equally, and with dignity and respect.



5. You will provide a safe and healthy working environment.



6. You will protect the environment from harm.



7. You will ensure that no products or materials are sourced through illegal or unethical practices.



8. You will protect our intellectual property, data and confidential information from unauthorised access or use.

3.3 In carrying out its role with or for the CWGC, our Suppliers confirm that they and their Third Parties will comply with all applicable laws and regulations and this code of conduct.

3.4 We recognise that Suppliers may have in place their own code of conduct or behavioural/ethical standards. In these instances, we expect the codes and standards will align, with shared, common standards. Our code of conduct establishes a baseline of minimum standards and requirements that will apply (and noting that if the law that applies in the location the Supplier is located, or the Supplier's own code of conduct require high standards/impose greater protections, these will apply, with our code of conduct therefore providing minimum required standards in such instances).

4 Speaking Up

4.1 We require our Suppliers and their Third Parties to speak up about any issue, wrongdoing, or unethical conduct in any part of our operation or supply chain at the earliest possible opportunity.

4.2 Any concerns, no matter how minor, can be reported:

- by email to concerns@cwgc.org
- by telephone via Safecall who provide a 'hotline' service on behalf of the CWGC. Calls to Safecall can be made anonymously and in your language of choice. Please see appendix 3 for a list of country specific telephone numbers. Please also note that you can report to Safecall via a webform (available on the Safecall website).

4.3 Any concerns reported will be investigated by the CWGC's General Counsel and the Head of Ethical Compliance.

5 Verifying and Monitoring Compliance

5.1 As part of our procurement process, we may ask our Suppliers to provide information to evidence that your ways of working comply with applicable law and regulation and align with the principles of this Supplier Code of Conduct.

5.2 We will monitor how Suppliers comply with these principles throughout the life of their working relationship with us and where required, suppliers may be asked to provide evidence of ongoing compliance.

6 Breaches of this policy

6.1 The CWGC may not enter or may terminate a relationship with a Supplier if they, or their Third Parties do not comply with the requirements outlined in this Supplier Code of Conduct.

7 Questions

7.1 If you have any questions or queries related to this Supplier Code of Conduct, please raise these with your CWGC contact or email the CWGC Compliance Team directly on compliance.ethics@cwgc.org.

8 Version Control

Document Name	Supplier Code of Conduct		
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Appendix 1: Key Principles and Expectations

The following outlines each of the key principles and provides greater detail as to our expectations of Suppliers in complying with these.

For each of 1-8 below, our Supplier and their Third Parties are required to comply with applicable local law and regulation.

A glossary is included in appendix 3 which provides definitions of the terms and phrases and highlighted below.

Ref	Principle	Expectations
1	You will have in place effective anti-bribery and corruption measures.	<p>(i) You conduct your business with integrity, and you do not tolerate any form of bribery or corruption.</p> <p>(ii) You never request, accept, pay, offer, or authorise bribes, either directly or indirectly, under any circumstances. This includes seeking to improperly influence or bribe an employee or public official (including foreign public officials) or any other individual or entity.</p> <p>(iii) You do not offer or make facilitation payments, nor do you permit or allow others to make such payments on your behalf.</p> <p>(iv) You will maintain and enforce your own anti-bribery policies and procedures which are compliant with all applicable laws, statutes, codes, and regulations related to the prevention of bribery and corruption (including the UK Bribery Act 2010, see appendix 2 for more information).</p>
2	You will avoid conflicts of interest .	<p>(i) You will avoid conflicts of interests, or, where an actual or perceived conflict of interest is unavoidable, you will notify us immediately and prior to the corresponding activity taking place.</p>
3	You will not engage in, or tolerate, any form of slavery or human trafficking, or other exploitation of human rights.	<p>(i) You oppose and will not tolerate any form of modern slavery. This includes (but is not limited to) human trafficking, forced labour, debt bondage, descent-based slavery, child slavery, forced marriage, criminal exploitation, and domestic servitude.</p> <p>(ii) You will comply with all applicable anti-slavery and human trafficking laws, statutes, codes, and regulations and ensure that those within your own supply chain do the same.</p>


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		<p>(iii) You do not tolerate practices such as the unlawful or illegitimate withholding of wages.</p> <p>(iv) You do not allow any practice that would restrict free movement of employees, e.g., withholding identification documents or work permits as a condition of employment.</p> <p>(v) You allow your workforce to thrive without fear of unjust treatment (i.e., threat of or actual discipline, physical/sexual/psychological abuse, or other form of intimidation).</p> <p>(vi) You must not employ anyone under the age of 16.</p> <p>(vii) Where young people are employed (between the age of 16 and 18) this will be as part of an approved apprenticeship scheme and/or in accordance with local labour law.</p> <p>(viii) You will ensure that working hours (i.e., the number of hours an employee is permitted to work) follow local laws and statues, codes, and regulations. With a maximum of 48 hours per week and up to 12 hours overtime (which must not be on a regular basis).</p> <p>(ix) You will abide by any legislation governing local minimum wage payments and where none is available, ensure that pay is in line with experience and industry standards.</p> <p>(x) You will make all applicable social security contributions.</p> <p>(xi) You will not make deductions to wages as a disciplinary measure.</p> <p>(xii) You will provide written contracts of employment to you employees (local language).</p> <p>(xiii) You will not use prison unpaid labour.</p> <p>(xiv) If accommodation is provided as part of employment this will be provided on terms that are fair and transparent, and in accommodation that meets local health and safety standards.</p> <p>(xv) You will ensure that you meet fundamental human rights in relation to freedom of association and collective bargaining.</p>
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		(xvi) You will maintain your own anti-slavery and human trafficking policies and procedures and where applicable, ensure that your third parties comply with these (or have in place their own stringent standards).
4	You will treat those who work for, or with you, equally, with dignity and respect .	<p>(i) You will not tolerate disrespectful behaviour, bullying, or harassment of any nature.</p> <p>(ii) You will not discriminate, and you will provide equal treatment and opportunities to all, regardless of age disability, race, colour, nationality, religion or belief, gender, marital/partner status, pregnancy or maternity, sex, or sexual orientation.</p> <p>(iii) You will comply with the obligations as set out in all applicable laws, statutes, codes, and regulations relating to equality.</p> <p>(xvii) Where possible, you will maintain your own anti-discrimination and anti-bullying and harassment policies and procedures and ensure that your third parties comply with these (or have in place their own stringent standards).</p> <p>(xviii) Where applicable, you will have a process for assessing the ethical practice of your third parties and will supervise and monitor their practice in-life to ensure continued compliance.</p>
5	You will provide a safe and healthy working environment .	<p>(i) You will comply with all relevant health, safety, welfare and wellbeing legislation and guidance and be able to demonstrate this.</p> <p>(ii) You will ensure that all employees, contractors, and sub-contractors are competent with relevant training and experience.</p> <p>(iii) You will ensure that any work equipment used by anyone you employ or engage is safe, properly maintained, compliant with statutory requirements and safely used and stored.</p> <p>(iv) You will ensure that your third parties comply with any health and safety information and guidance provided by CWGC (e.g., relating to the use of Personal Protective Equipment and machinery).</p> <p>(v) You will provide Personal Protective Equipment to all employees and not at their cost.</p>


**COMMONWEALTH
WAR GRAVES**


		<p>(vi) Where applicable, you will have a process of assessing your third parties and supervising and monitoring their practice in-life to ensure compliance.</p> <p>(vii) You will cooperate with the CWGC on all health and safety matters and provide any required information upon request.</p>
6	You will protect the environment from harm.	<p>(i) You will operate in accordance with and help CWGC to meet its commitments under its Environmental Sustainability Policy.</p> <p>(ii) You will comply with all environmental legal requirements and strive to meet local best practice standards.</p> <p>(iii) You will use reasonable endeavours to minimise the environmental impact of your operations and the goods and/or services you, and your third parties, provide.</p> <p>(iv) You are working to combat climate change (by reducing your greenhouse gas emissions), enhancing biodiversity, and promoting a circular economy (whereby resource consumption and waste generation are minimised).</p> <p>(v) You will ensure waste is managed in accordance with applicable legislation.</p>
7	You will ensure that materials are sourced legally and ethically.	<p>(i) You can prove that those responsible for extracting your materials did not use child labour or persons exploited to human or labour rights violations.</p> <p>(ii) You will not supply to CWGC any materials or products sourced through illegal or unethical practices (including products, components or materials that contain conflict minerals).</p> <p>(iii) Where applicable, you will maintain and enforce your own policies and procedures to ensure you do not purchase any conflict minerals. You will make sure your third parties are aware of and comply with these requirements (i.e., through ongoing monitoring).</p>
8	You will protect our intellectual property , data and confidential information from unauthorised access or use.	<p>(i) You will ensure that any information you receive or retain in relation to the CWGC and our employees is kept confidently and securely.</p> <p>(ii) You will not share confidential or personal information relating to CWGC employees or operations with any party without our consent (unless there is a lawful basis for doing so, e.g., a concern for child protection).</p>

		<p>(iii) You will not use or share CWGC intellectual property without permission.</p> <p>(iv) You and your third parties will not wear CWGC branded clothing or do anything other than what is prescribed in your contract with us, which may give the impression that you are a CWGC employee.</p> <p>(v) You will comply with all applicable laws, statutes, codes, and regulations relation to the protection of personal data and data privacy.</p> <p>(iv) You will report any data or information security issues to us immediately upon identification.</p>
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Appendix 2: Glossary of Terms

This glossary provides brief definitions and explanations of key terms referred to in appendix 1 (Key Principles and Expectations):

- **Associated persons** - An associated person under the UK Bribery Act 2010 is anyone who performs services for, or on behalf of, an organisation. This could include employees of the organisation itself but could also include subsidiaries or third-party agents.
- **Biodiversity** - Biodiversity is the variety of life on Earth - animals, plants, fungi, and micro-organisms like bacteria.
- **Bribes** - A bribe is the provision of something of value (e.g., cash, jewellery, champagne, holiday, or a job etc.) given by one person, to another, to bring about some sort of improper action in the recipient, e.g., ignoring a procurement process to give the briber a contract.
- **Bullying** - The repetitive and intentional hurting of one person or group by another person or group, where the relationship involves an imbalance of power. Bullying can be physical, verbal, or psychological. It can happen face-to-face, in writing or online.
- **Climate Change** - long-term shifts in temperatures and weather patterns.
- **Confidential information** - Any information that is disclosed by one party to another that is not public and that could be harmful to the organisation if shared with unauthorised parties.
- **Conflicts of interest** - A situation where someone has split loyalties which may impact upon them making decisions in the best interests of the organisation for, or with, whom they work.
- **Conflict minerals** - A mineral mined in an area of armed conflict and traded illicitly to finance the fighting, e.g., tantalum, tin, tungsten, and gold.
- **Conflict zone** - Territory (including airspace) in which armed conflict is occurring or is likely to occur between militarised parties.
- **Dignity** - Worthy of esteem or respect.
- **Discriminate** - Make an unjust or prejudicial distinction in the treatment of different categories of people, especially on the grounds of ethnicity, sex, age, or disability.

- **Environmental Sustainability Policy** – CWGC’s Environmental Sustainability Policy outlines our commitment to environmental sustainability. It can be found on our website.
- **Equal treatment** – Individuals should be treated equally in status, rights, and opportunities.
- **Facilitation payments** - A payment made to a public or government official to smooth or speed up an official process which the payer is legally entitled to without such payment being made (e.g., progression through passport control or release of goods a customs). Such payments are considered bribes under the UK Bribery Act 2010.
- **Foreign public official** – A person who acts in an official capacity for a foreign government.
- **Greenhouse gas emissions** - Gases that trap heat in the atmosphere and contribute to climate change. The main greenhouse gases are water vapour, carbon dioxide, methane, nitrous oxide, and fluorinated gases.
- **Human trafficking** - The recruitment, transportation, transfer, harbouring or receipt of people through force, fraud, or deception, with the aim of exploiting them for profit.
- **Intellectual property** - A non-physical asset that a company or person owns. For CWGC, this can include our trademarks (e.g., logos).
- **Minimum wage** - the lowest wage permitted by law or by a special agreement.
- **Modern slavery** – The severe exploitation of other people for personal or commercial gain. It can include domestic slavery, forced labour, child slavery, human trafficking, debt bondage, criminal exploitation, forced marriage and descent-based slavery.
- **Natural resources** - Materials or substances occurring in nature which can be exploited for economic gain, such as energy sources, water, minerals, vegetation, and wildlife.
- **Personal Protective Equipment (PPE)** – Protective clothing, helmets, goggles, or other garments or equipment designed to protect the wearer’s body from injury or infection.
- **Public official** - A person who acts in an official capacity for a government (local and national level).
- **Respect** - politeness, honour, and care shown towards someone or something that is considered important.**UK Bribery Act 2010** - The primary anti-corruption law in the UK which has a broad cross-jurisdictional reach. This means that our suppliers and their third parties may be liable to prosecution under the Act, if they pay a bribe, anywhere in the world, to secure benefit for CWGC.

Appendix 3: Safecall Contact Numbers

Suppliers and their third parties can speak up about any issue, wrongdoing, or unethical conduct in any part of our operation or supply chain by calling your local Safecall contact number (calls can be made anonymously and in your language of choice):

Algeria: +44 191 5167764

Austria: 00 800 7233 2255

Bangladesh: +44 191 516 7756

Belgium: 00 800 7233 2255

Canada: 1877 599 8073

Cyprus: 00 800 7233 2255

Egypt: 0800 000 0059

Ethiopia: +44 191 516 7764

France: 00 800 7233 2255

Germany: 00 800 7233 2255

Greece: 00800 4414 1966

Hong Kong: 3077 5524

Hungary: 00 800 7233 2255

India: 000 800 4401 256

Indonesia: 001 803 440 884

Indonesia (PT Telekom): 007 803 440 884

Iran: +44 191 516 7756

Israel (Golden Lines): 012 800 7233 2255

Israel (Barak): 013 800 72332255

Israel (Bezeq): 014 800 72332255

Italy: 00 800 7233 2255

Japan: 0120 921 067

Kenya: +44 191 516 7764

Lebanon: +44 191 516 7756

Libya: +44 191 516 7756

Madagascar: +44 191 516 7764

Malaysia: 1800 220 054

Malta: 800 62130

Morocco: 8000 96071

Myanmar: +44 191 516 7761

Netherlands: 00 800 7233 2255

Nigeria: +44 191 516 7764

Pakistan: 00800 900 44036

Singapore: 800 448 1773

South Africa: 0800 990 243

Sudan: +44 191 516 7764

Thailand: 001 800 7233 2255

The Gambia: +44 191 516 7764

Tunisia: +44 191 516 7764

Turkey: 00800 4488 20729

UK: 0800 9151571

Yemen: +44 191 516 7756