

**Code of Conduct for Contractual Relations with GIZ**  
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We, the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, aim to enable this generation and future generations to live in safety, security and dignity. To this end, GIZ accepts its special environmental and social responsibility by undertaking to comply with the principles set out in this Code of Conduct.

This Code of Conduct shall be the basis for cooperation with tenderers, suppliers, service providers (hereinafter 'contractors') and recipients of financing. The sustainability standards set out in this document must be implemented and observed in all business areas worldwide. The Code of Conduct supplements the applicable contract and terms and conditions thereof.

## **1 Integrity**

### **1.1 Preventing corruption, the financing of terrorism and money laundering**

Contractors and recipients of financing are required to comply with all pertinent legislation and local laws, including but not limited to anti-corruption laws and regulations to prevent the financing of terrorism and money laundering.

### **1.2 Avoiding conflicts of interest**

There may be no conflicts of interest on the part of contractors or recipients of financing in conjunction with GIZ contracts; conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, relationships with family members or friends and other ties and interests.

In particular:

- a) no additional remuneration may be accepted from third parties in connection with the contract;
- b) during the term of the contract, no other contracts may be accepted without the written authorisation of GIZ, where a conflict of interest is to be anticipated on the part of contractors or recipients of financing due to the nature of the contract or due to personal or commercial connections with a third party;
- c) no contracts related to the GIZ contract may be concluded with natural or legal persons with whom personal or commercial ties exist unless prior written consent has been given by GIZ.

All matters that give reason to suspect that there could be a conflict of interests or that could lead to a conflict of interests must be reported immediately to GIZ. All further steps must then be agreed with GIZ.

### **1.3 Gifts and other advantages**

In conjunction with the award and/or implementation of a contract and/or in conjunction with subsidies for third-party projects, contractors and recipients of finance may not offer, grant, request for themselves or others or accept for themselves or others any gifts or advantages, whether directly or through third parties. The same shall apply to 'facilitation payments'.

### **1.4 Fair competition**

Contractors and recipients of finance may not enter into agreements with one or more companies that would restrict competition.

## **2 Human rights and fair working conditions**

### **2.1 Minimum age limits and rejection of exploitative child labour**

Contractors and recipients of finance must comply with the provisions of the UN Convention on the Rights of the Child (Article 32 on the right to protection from economic exploitation) and with the core labour standards set out in Conventions No. 138 and 182 of the International Labour Organization (ILO), which are part of the contractual documents. In line with these provisions, no child under the age of 15 may be employed. If local legislation stipulates a higher minimum age for employment or for compulsory schooling, then the higher age limit shall apply. Irrespective of this, employment may not be detrimental to the health or development of young people or to their schooling or vocational training. The worst forms of forced labour and compulsory labour are prohibited and shall not be tolerated; these

include slavery, debt bondage, child or human trafficking, prostitution, pornography, forced recruitment of child soldiers, or the use of children in unlawful activities such as the drugs trade.

## **2.2 Rejection of forced labour**

Forced labour is rejected in compliance with the provisions of ILO Conventions No. 29 and 105, which are part of the contractual documents. Work must be performed voluntarily. In addition to the provisions of Conventions No. 29 and 105, workers' identity documents may not be confiscated.

## **2.3 Right to freedom of association and collective bargaining**

Contractors and recipients of finance must comply with the provisions of ILO Conventions No. 87 and 98, which are part of the contractual documents; employees shall thus be entitled to form trade unions and workers' representation bodies and to join such bodies, and to conduct collective bargaining. Where these rights are restricted by local legislation, alternative, legally compliant options for representing employees' rights should be encouraged.

## **2.4 Promoting equal treatment**

Contractors and recipients of finance must comply with the provisions of ILO Conventions No. 100 and 111, which are part of the contractual documents, by avoiding discrimination of any sort, in particular on the basis of skin colour, age, gender identity, sexual orientation, marital status, ethnicity, disability, religion, political opinions, national origins, social background, membership of a workers' association, etc. when recruiting staff, in training and upgrading, in promotions and with regard to remuneration.

## **2.5 Remuneration**

When fulfilling contractual obligations in Germany, contractors and recipients of finance must comply with the provisions of Germany's Act Regulating a General Minimum Wage (Mindestlohngesetz, MiLoG), and workers must be paid any applicable collectively bargained wages. Irrespective of this, workers must be paid the minimum wage and social benefits set out in the laws of the relevant country (this shall also apply to trainees, interns and employees in the probationary period). The way income is calculated must be formalised and known to employees; salaries must be paid regularly at appropriate intervals.

## **2.6 Rejection of every form of violence**

Inhuman treatment, corporal punishment, sexual violence, insults, threats and the exertion of mental or physical pressure are prohibited.

## **2.7 Working time and employment**

Working time must comply with the legislation in place in the relevant country and with industry standards. Country-specific legislation on maximum working hours, rest periods, overtime and other employment-relevant legislation must be observed. Regulations in place to protect employees, such as minimum protection in the case of termination of employment and maternity leave, must also be observed. Work must, wherever possible, be performed on the basis of regular employment relations.

## **2.8 Ensuring occupational health and safety**

Employees must be guaranteed safe and healthy working conditions at all locations. In the course of this, risks, especially industry-specific risks, must be identified and necessary steps taken to ensure that employees are protected. This includes providing appropriate protective equipment and clothing free of charge. Employees must also be regularly informed about applicable occupational health and safety measures and security measures, and they must receive training on these. Company medical services should also be introduced gradually for all employees.

## **2.9 Decent working conditions**

Employees must be provided with hygienic sanitary facilities and with access to sufficient quantities of safe drinking water. If sleeping areas are provided, they must be clean and safe and meet essential basic requirements.

# **3 Environmental protection**

## **3.1 Compliance with applicable environmental legislation**

Services must be delivered and financed projects must be implemented in compliance with applicable national and international environmental legislation. Emissions of greenhouse gases are to be minimised and all actions avoided that could increase the vulnerability of the population and/or ecosystems.

### **3.2 Use of substances and materials hazardous to the environment or human health**

Contractors and recipients of finance must avoid using substances and materials hazardous to the environment or human health. This requires them to identify environmentally friendly alternatives that are effective in the long term. In line with the applicable legal provisions on the relevant market, the necessary approvals/permits must be presented for relevant substances.

### **3.3 Responsible use of resources**

The principles of sustainable business practices and the responsible use of resources must be observed. Contractors and recipients of finance must make economical use of energy, water and other raw materials, use renewable resources and minimise any damage to the natural environment and human health during development, extraction, manufacturing, product usage, recycling and other activities.

### **3.4 Waste**

When developing and manufacturing products, or when delivering services and implementing financed projects, waste should be avoided, re-used or recycled, and residual waste, chemicals and wastewater should be disposed of in a non-hazardous and environmentally friendly way.

## **4 Data protection**

Applicable laws and data protection regulations such as the General Data Protection Regulation (GDPR), including the protection of personal data, must be observed. In any contractual relationship with GIZ, all commission-related data and other information that comes to light in conjunction with the contract must be treated confidentially even after the term of the contract; other data protection provisions will come into force depending on the contract on which the order is based.

## **5 Due diligence obligations**

GIZ contractors and recipients of GIZ financing shall exercise due diligence when selecting sub-contractors within the scope of their work for GIZ, such that there can be no doubt as to their reliability. They shall also communicate the principles set out in this Code of Conduct to such sub-contractors and require compliance with the principles. Staff members of contractors and recipients of financing and staff members of sub-contractors must comply with the principles set out in this Code of Conduct.

## **Compliance with the Code of Conduct**

Parts of these principles entail contractual obligations that are specified in the contractual documents. On request GIZ must also be given the name of a responsible contact person for this Code of Conduct, who can provide reliable information about compliance therewith. GIZ reserves the right to take necessary steps to comply with its duty of due diligence under the provisions of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz).

## **Complaints and compliance**

All complaints without exception will be handled confidentially by GIZ. Should you have reasonable grounds to suspect that the Code of Conduct has been infringed, please refer to our Compliance Management System (<https://www.giz.de/en/aboutgiz/8180.html>). A link at the bottom of the page will take you to our [Whistleblower Portal](#), which can be used anonymously. Questions or ideas relating to this Code of Conduct can be sent to the shared mailbox of the Sustainable Procurement Team ([sustainable.procurement@giz.de](mailto:sustainable.procurement@giz.de)).