

INTERNATIONAL SOLAR ALLIANCE

SUPPLIER CODE OF CONDUCT¹

General

Primary Considerations: The International Solar Alliance considers respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women as paramount and regards them as primary considerations while selecting a supplier. All suppliers of goods and services are expected to adhere to all international and national laws applicable to them.

International Labour Conventions and Recommendations: Any supplier providing products or services to the ISA is expected to adhere to the principles concerning International Labour Standards (i.e. Conventions and Recommendations) as established by the International Labour Organisation.

Scope of Application: The provisions of this Code of Conduct set forth the expectations of ISA for all suppliers with whom it does business. The ISA expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The ISA expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary, and affiliated entities, as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. For a supplier to do business with the ISA, the supplier must read and acknowledge that this Code of Conduct provides the minimum standards expected of ISA Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the ISA pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the ISA. Prospective suppliers are invited to review the specific terms and conditions of the contract and procurement policies of the organization(s) within the ISA with which they would like to do business in order to ascertain their current and future eligibility.

Continuous Improvement: The provisions set forth in this Code of Conduct provide the minimum standards expected of suppliers to the ISA. The ISA expects suppliers to strive to exceed international and industry best practices. The ISA also 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. The ISA recognizes that reaching some of the standards established in this Code of Conduct is dynamic rather than static and encourages suppliers to improve their workplace conditions accordingly.

Management, Monitoring, and Evaluation: At a minimum, the ISA expects its suppliers to have established clear goals toward meeting the standards set forth in this Code of Conduct. The ISA expects that its suppliers will establish and maintain appropriate management systems 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. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

¹ This code is modelled and an adaption of the United Nations Supplier Code 2017, as last accessed on 14th April 2023.

Labour

Freedom of Association and Collective Bargaining: The ISA expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.

Forced or Compulsory Labour: The ISA expects its suppliers to prohibit forced or compulsory labour in all its forms.

Child Labour: The ISA expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

Discrimination: The ISA expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin, and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place. The ISA expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities, or their subcontractors are engaged in gender-based or other discriminatory employment practices, including recruitment, promotion, training, remuneration, and benefits.

Wages, Working Hours, and Other Conditions of Work: The ISA expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations, or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work, and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.

Health and Safety: The ISA expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment, and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

Human Rights

Human Rights: The ISA 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.

Harassment, Harsh or Inhumane Treatment: The ISA expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The ISA further expects that its suppliers, their parent, subsidiary, and affiliated entities, as well as any subcontractors, will neither use nor engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the ISA. Prior to entering into agreements with the ISA, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the ISA. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The ISA expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers from engaging in sexual exploitation and abuse. The ISA also expects suppliers to create and maintain an environment that prevents sexual exploitation and abuse. ISA contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure of a supplier to take preventive measures against sexual exploitation or abuse, investigate allegations, or take corrective action when sexual exploitation or abuse has occurred, constitutes grounds for termination of any agreement with the ISA. Moreover, 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.

Mines: The ISA expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment

Environmental: The ISA expects its suppliers to have an effective environmental policy and 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.

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.

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.

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 or disposal.

Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, is 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.

Ethical conduct

Corruption: The ISA expects its suppliers to adhere to the highest standards of moral and ethical conduct, respect local laws, and not engage in corrupt practices, including but not limited to extortion, fraud, or bribery.

Conflict of Interest: ISA suppliers are expected to disclose to the ISA any situation that may appear as a conflict of interest and disclose to the ISA if any ISA official or professional under contract with the ISA may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

Gifts and Hospitality: The ISA has a “zero tolerance” policy and does not accept any type of gift or offer of hospitality. The ISA will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The ISA expects its suppliers not to offer any benefit such as free goods or services, employment, or sales opportunity to a staff member to facilitate the suppliers’ business with the ISA.

Post-employment restrictions: Post-employment restrictions may apply to ISA staff in service and former ISA staff members who participated in the procurement process if such persons had prior professional dealings with suppliers. ISA suppliers are expected to refrain from offering employment to any such person for one year following separation from service.

Contact:

Kindly address any queries relating to this Code of Conduct to procurement@isolaralliance.org.