



Vendor Code of Conduct

1. Scope of Application

- 1.1. This Code of Conduct (“Code”) sets out the minimum standards expected from Vendors and is part of the WBG’s Vendor integrity policies.
- 1.2. This Code is incorporated into Contracts and applies to all Vendors.
- 1.3. Vendors will apply this Code to their employees, subcontractors, and their entire supply chain and, at a minimum, will require their employees, subcontractors, and next-tier suppliers to acknowledge and implement the Code or a substantially equivalent code, which will be shared with the WBG upon request.
- 1.4. Failure to comply with the provisions of this Code may preclude Vendors from being eligible for a Contract award and may result in a Contract being terminated.
- 1.5. Capitalized terms used in this Vendor Code of Conduct have the meaning given to them in section 9 (Definitions) below.

2. Ethical Conduct

2.1. Compliance with Applicable Law

- 2.1.1. Vendors will comply with all applicable laws, rules, and regulations.

2.2. Sanctionable Practices

- 2.2.1. Vendors will adhere to the highest standards of moral and ethical conduct and not engage in any form of integrity violations, including but not limited to any Sanctionable Practices.

2.3. Gifts, Favors, and Benefits

- 2.3.1. Vendors will not offer or provide any gifts, favors, entertainment, hospitality, or any other benefits to:
 - (a) any WBG Staff member who is involved, in any way, in a procurement process that also involves the Vendor, or to any of such Staff member’s Close Relatives;
 - (b) any WBG Staff member or a Staff member’s Close Relative if such gifts, favors, entertainment, hospitality, or other benefits could reasonably be perceived to be intended to influence the WBG Staff member’s work decisions or could reasonably be expected to cause reputational harm to the WBG; or

- (c) a WBG Staff member that cumulatively over any consecutive 12-month period exceeds USD 100.

2.4. Conflict of Interest

- 2.4.1. Vendors will avoid any situation that constitutes a real or apparent conflict of interest in connection with their status as a WBG Vendor.
- 2.4.2. The WBG deems the following circumstances to constitute a real or apparent conflict of interest in the context of a WBG corporate procurement.
 - (a) A Vendor submitting a proposal or receiving a Contract award in response to a WBG corporate procurement solicitation if:
 - (i) The Vendor, or any of its officers, partners, board members, or other persons holding a Financial Interest in the Vendor, was involved in any way at any time, either directly or indirectly, with the preparation of the specifications or documentation for that solicitation;
 - (ii) The Vendor is a current WBG Staff member, a former WBG Staff member subject to the Cooling Off Period, or a Close Relative of such Staff member;
 - (iii) The Vendor has, as an officer, partner, or board member, a current WBG Staff member or a former WBG Staff member subject to the Cooling Off Period; or
 - (iv) A current Staff member or former Staff member subject to the Cooling Off Period holds a Financial Interest in the Vendor.
 - (b) Any other circumstances, which in the opinion of the WBG, cause a Vendor to have interests which may, or may appear to, improperly influence, or compromise the Vendor's performance of its duties and responsibilities to the WBG.
- 2.4.3. Vendors will promptly disclose any real or apparent conflict of interest to the WBG's Corporate Procurement unit: corporateprocurement@worldbank.org.
- 2.4.4. The WBG has various policies and procedures restricting the activities of current and former Staff members in the context of WBG corporate procurement solicitations and Contracts. Vendors will take reasonable steps to cooperate with the WBG's efforts to monitor and apply such WBG policies and procedures upon request.

3. Labor, Human Rights, And Social Responsibility

3.1. Labor

- 3.1.1. Vendors will not engage in forced or compulsory labor, human trafficking, or slavery in any form.

3.1.2. Vendors will not employ:

- (a) children below: (i) 14 years of age; (ii) the minimum age of employment permitted by the laws applicable in the country or countries where the performance of the relevant Contract takes place in whole or in part; or (iii) the age of the end of compulsory schooling in that country or countries, whichever is higher;
- (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.

3.1.3. Vendors will establish processes, procedures, investigations, and compliance systems to ensure that forced or compulsory labor, human trafficking, and slavery are avoided at all times in their supply chains.

3.1.4. Vendors will ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the employees concerned and will keep an appropriate record of such payments.

3.1.5. Vendors will only make deductions from wages under conditions and to the extent permitted by the applicable law, regulations or collective agreement, and Vendors will inform the employees concerned of such deductions at the time of each payment.

3.1.6. Vendors will not provide wages, hours of work or other conditions of work that are less favorable than the conditions prevailing locally. This includes any conditions contained in: (i) collective agreements covering a substantial proportion of employers and employees; (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.

3.2. Harassment

3.2.1. Vendors will not engage in any form of harassment, including sexual harassment, mental or physical coercion, or verbal abuse of WBG Staff, other contractors, or their employees.

3.2.2. Vendors will take all appropriate measures to prevent sexual harassment, exploitation, or abuse of any kind and in any form, by their officers, directors, employees and agents, subcontractors, or any other persons engaged and controlled by Vendors to perform any service or work for the WBG. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual abuse of such person.

3.2.3. In addition, Vendors will refrain from, and will take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by Vendors from exchanging any money, goods, services, or other things of value, for

sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

3.2.4. Vendors and their employees will report allegations of harassment or sexual harassment by WBG Staff to the WBG's Ethics and Internal Justice Services (EIJ). The reporting can be anonymous.

3.2.5. Vendors will not dissuade or penalize their employees from reporting harassment or sexual harassment allegations to EIJ. Reports can be made by email to ethics_helpline@worldbank.org, by phone at +12024730279, by calling a 24/7 hotline at +18002617497, or online at <https://www.worldbank.org/en/about/unit/reporting-sexual-misconduct>.

4. Non-discrimination

4.1. Vendors will not engage in unlawful discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity, national origin, disability, pregnancy, religion, political affiliation, union membership, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

4.2. Vendors will implement policies and practices that ensure a diverse, inclusive, and equitable workplace for all individuals and have mechanisms in place to report incidents of discrimination.

5. Health and Safety Conduct

5.1. Vendors, whenever possible, will provide a safe and hazard-free work environment, will provide adequate occupational safety training for employees, and will identify, assess, and control potential exposure to health and safety hazards. Vendors will provide personal protective equipment and educational materials where hazards cannot be adequately controlled.

6. Environmental Policy

6.1. Environmental Conduct

6.1.1. To contribute to waste reduction, energy efficiency, and reduction of greenhouse gas emissions, and to increase the development and awareness of environmentally sound purchasing, wherever possible, Vendors will perform work for the WBG by using energy efficient and durable products, reusable products, and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services.

6.1.2. Vendors will perform work utilizing energy efficient practices that reduce the emissions of greenhouse gases, whether the services are performed on WBG premises or in another location.

- 6.1.3. Vendors will choose low carbon methods of travel when carrying out the work, including the use of public transportation, train travel, and other techniques to reduce carbon emissions related to Vendor employees' behavior.
- 6.1.4. Vendors will report to the WBG on the greenhouse gas emissions attributable to the work at a minimum on an annual basis.
- 6.1.5. Vendors will utilize, in carrying out the work, information technology products that meet high standards of energy-efficiency and resource responsibility, which at a minimum, meet [EPEAT Silver](#) (or equivalent) specifications.
- 6.1.6. Vendors are encouraged to dispose of information technology equipment in a manner meeting both data privacy and environmental responsibility requirements. All recycling of electronic equipment will be done in accordance with the [eStewards](#) (or equivalent) standard.

6.2. Pollution Prevention and Resource Reduction

- 6.2.1. Vendors will utilize strategies to deliver the product or service that minimizes the emission and discharge of pollutants and generation of waste. Vendors will strive to conserve scarce natural resources, including water, fossil fuels, minerals, and virgin forest products.

6.3. Environmental Permits and Reporting

- 6.3.1. Vendors will obtain, maintain, and keep current all environmental permits, approvals, and registrations.

6.4. Hazardous Substances

- 6.4.1. Vendors will adhere to all applicable laws and regulations regarding the restriction of specific substances in products and manufacturing and will take particular care to restrict and avoid the use of [chemicals of concern](#) in products.

6.5. Conflict Minerals

- 6.5.1. Vendors will, wherever possible, take commercially reasonable efforts to eliminate Conflict Minerals from any product supplied to the WBG, or products used to carry-out the work.

7. Inclusive Sourcing

- 7.1. Vendors will provide opportunities for access and growth of entities owned and controlled by minorities, women, LGBTQ individuals, and disabled persons with an emphasis on measurable results, continuous improvement and demonstrating job growth across communities in line with the WBG's mission.
- 7.2. Vendors are encouraged to support the WBG's Inclusive Sourcing program by: (a) directly contracting with such suppliers to expand their involvement in the WBG's business, (b) regularly reporting to the WBG's tier 2 reporting exercise, and (c) keeping their ownership status and relevant certifications up to date in the WBG's supplier database.

7.3. Vendors will report annually on results, including impact metrics such as numbers of jobs created and tax contribution, specifically pertaining to the use of underutilized vendors, as required by the WBG.

8. Additional Vendor Policies

8.1. In addition to this Code, Vendors will follow all applicable WBG vendor policies available at <https://www.worldbank.org/en/about/corporate-procurement/vendors>.

8.2. Vendors whose employees perform work on WBG premises are subject to the WBG's [Code of Conduct for On-site Vendor Employees](#).

8.3. Vendors using Purchaser systems or accessing WBG information, electronic or otherwise, shall abide by the WBG's [Information Security Requirements for Contractors](#).

8.4. Vendors required to process personal data on behalf of WBG are subject to the WBG's [Personal Data Annex](#).

9. Definitions

9.1. For the purposes of this Code:

9.1.1. **Close Relative:** means a spouse, domestic or de facto partner, or any person identified as a "Category I Relative" in the WBG's Staff Directive, 4.01, "Appointment".

9.1.2. **Contract:** means a legally binding written agreement between a Vendor and a WBG institution obliging the Vendor to provide goods or services to the WBG institution. A purchase order is a Contract.

9.1.3. **Cooling Off Period:** means the 12 month period following the termination date of a person's appointment as a WBG Staff member.

9.1.4. **Conflict Minerals:** means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which originate in the Democratic Republic of the Congo or other country the exploitation and trade of which is determined by the United States to be financing conflict in the Democratic Republic of the Congo or other country.

9.1.5. **Financial Interest:** means anything of monetary value including, but not limited to:

(a) An interest in a business consisting of any stock, stock option, or similar ownership interest in such business, but excluding any interest arising solely by reason of investment in such business by a mutual, pension, or other institutional investment fund over which the Staff member does not exercise control; or

(b) Receipt of, or the right or expectation to receive, any income in one or more of the following forms: a consulting fee, honoraria, salary, allowance, forbearance, forgiveness, interest in real or personal property, dividend, rent, capital gain, or royalty derived from the licensing of technology or other processes or products.

For the purposes of this Code, a “Financial Interest” excludes negligible stock holdings in publicly listed entities and any dividends derived from such negligible holdings.

- 9.1.6. **Sanctionable Practice:** means any “Sanctionable Practice” defined in the WBG’s Vendor Eligibility Framework.
- 9.1.7. **Staff:** means persons holding appointments under WBG Staff Directive 4.01, “Appointment.”
- 9.1.8. **Vendor:** means any legal entity including any physical person that directly or indirectly (through an Affiliate, prime contractor, or subcontractor): (i) submits or may reasonably be expected to submit an offer for; or (ii) enters into a Contract for, the provision of goods and services to the WBG.
- 9.1.9. **World Bank Group (WBG):** means the International Bank for Reconstruction and Development (IBRD), the International Development Association (IDA), the International Finance Corporation (IFC), the Multilateral Investment Guarantee Agency (MIGA), and the International Centre for Settlement of Investment Disputes (ICSID).