

Supplier Code of Conduct

1. Introduction

- 1.1. ASEAN+3 Macroeconomic Research Office (“AMRO”) is an international organization dedicated to safeguarding the economic and financial stability of the ASEAN+3 region. In its role as an independent, credible and trusted policy advisor to the ASEAN+3 members, AMRO is committed to upholding the principles of integrity and impartiality, as well as respect for diversity and human dignity.
- 1.2. This Supplier Code of Conduct¹ (“Code”) provides the minimum standards expected from AMRO suppliers (collectively referred to as “Suppliers” and individually as “Supplier”). Suppliers in this Code mean any person or entity that supply goods and/or services to AMRO and include: (a) prospective suppliers submitting bids or proposals; and (b) independent contractors e.g. contractors providing consulting services.
- 1.3. Suppliers are required to communicate this Code to their officers, employees, agents, sub-contractors and other relevant third parties.
- 1.4. Failure to comply with the provisions of this Code may preclude Suppliers or their sub-contractors from participating in any AMRO procurement exercise and/or may be grounds for termination of the Supplier’s contract with AMRO.

2. Compliance with Applicable Law

- 2.1. Suppliers must operate in full compliance with applicable laws, rules, and regulations.

3. Safeguarding AMRO’s Property, Assets, and Resources

- 3.1. Suppliers shall protect and preserve AMRO’s property and assets (“AMRO’s Property”) which should never be used improperly or for illicit gain. AMRO’s Property includes any information or documentation (in any medium or format) or assets protected by intellectual property, that was obtained from AMRO in the implementation of a Supplier’s contract.

¹ This Code is subject to modification by AMRO as it deems necessary, and the latest version can be accessed via AMRO’s website.

- 3.2. Suppliers must maintain the confidentiality of AMRO's Property entrusted to them and exert diligent efforts to safeguard and avoid unauthorized disclosure of the same to third parties without AMRO's prior written consent. Suppliers who process personal data on behalf of AMRO must comply with all applicable data protection laws and implement appropriate technical and organizational measures to protect such data against unauthorized access, loss, or misuse. Suppliers must promptly notify AMRO of any actual or suspected data breach involving AMRO information.
- 3.3. Suppliers shall not use or disclose any non-public, market-sensitive information regarding AMRO's member states or the regional financial system which they may have access to in the performance of their duties. Suppliers are strictly prohibited from: (a) using such information for personal financial gain or the financial gain of others (insider trading); and (b) disclosing such information to any third party who might use it for investment decisions.
- 3.4. Suppliers shall use resources provided by AMRO as efficiently as possible and guard against waste and abuse.

4. Anti-Corruption

- 4.1. Suppliers must not offer, promise, provide, or request, directly or indirectly, any facilitation payments², gifts, decorations, honors, awards or advantages to or from any AMRO officers, employees or consultants in connection with any current or potential contract with AMRO.
- 4.2. AMRO does not tolerate any form of corrupt³, fraudulent⁴, coercive⁵, or collusive⁶ practices. Suppliers must adhere to the highest ethical standards, and act honestly and with integrity in performing their obligations under any contract with AMRO.

² Even where facilitation payments may be considered customary, such payments (which mean any small or unofficial payment made to secure or expedite the performance of a routine official action) are disallowed.

³ "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

⁴ "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

⁵ "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

⁶ "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

4.3. Engaging, or attempting to engage in corrupt, fraudulent, coercive, or collusive practices, whether involving AMRO or not, may be grounds for termination of the Supplier's relationship with AMRO or disqualification from further engagements with AMRO.

5. Conflict of Interest

5.1. Suppliers and their subcontractors must strictly avoid any activities that may create any actual or perceived conflict of interest⁷ with their duties to AMRO. This includes, but is not limited to, financial investments or business interests in entities or sectors that are the subject of the Supplier's work for AMRO. Suppliers providing advisory services must disclose any relevant financial interests that could impact their impartiality.

5.2. Suppliers are expected to use commercially reasonable efforts to ensure that:

- (a) all key or onsite personnel performing services under a contract with AMRO are not immediate family members (i.e., spouse, parent, sibling, child) or other close relatives⁸ of any of AMRO's officers, employees or consultants; or
- (b) subject to any work restrictions by virtue of their former employment with AMRO.

5.3. Suppliers or their subcontractors must immediately notify AMRO in writing if they become aware of:

- (a) any actual or perceived conflict of interest between their shareholder(s) or ultimate beneficial owner(s)⁹ and that of AMRO's officers, employees or

⁷ AMRO considers a conflict of interest to be a situation in which a party has interests that could improperly influence, or be perceived to improperly influence, that party's performance of its official duties, responsibilities, or contractual obligations or compliance with applicable laws and regulations.

⁸ "Other close relative" includes stepparents, stepchildren, stepsiblings, grandparents, grandchildren, aunts and uncles, nieces and nephews, cousins, adoptive family members, in-laws, or any other person with whom the individual has a close familial, household or financial relationship.

⁹ "Ultimate Beneficial Owner", in relation to a Supplier or a Supplier's subcontractor, refers to a natural person who owns or controls the Supplier or the Supplier's subcontractor, whether through direct or indirect ownership and control, or to a natural person who exercises ultimate effective control over the management of the Supplier or the Supplier's subcontractor.

consultants; or

- (b) if it becomes known that any of a Supplier's key or onsite personnel performing the said services is subject to a restriction under paragraph 5.2 of this Code.

5.4. AMRO reserves the right to take any measures it deems necessary against the Supplier to prevent or resolve actual or perceived conflict of interest and to recover any financial loss incurred as a direct result of a knowing violation of this provision.

6. Anti-Harassment and Abuse

6.1. AMRO requires its Suppliers to create and maintain an environment that treats all employees with dignity and respect. Suppliers and their employees must not engage in any form of harassment, including physical, sexual, psychological or verbal abuse of their employees, other contractors and AMRO staff.

7. Anti-Discrimination

7.1. AMRO requires its Suppliers to ensure equality of opportunity and treatment in respect of employment and occupation. Suppliers' employment practices must not discriminate with respect to gender, race, ethnic or social origin, religion, disability, age, language, sexual orientation, nationality, pregnancy or marital status in hiring and employment practices such as wages, benefits, promotions, and access to training.

8. Forced Labour, Child Labor, Wages and Working Hours

8.1. Suppliers must not engage in any use of forced or compulsory labour, human trafficking, or slavery in all its forms.

8.2. Child labour is strictly prohibited. AMRO requires its Suppliers to comply with all applicable national law governing child labour including the minimum age for employment and working conditions.

8.3. Suppliers must pay their employees at least the minimum or prevailing wage, whichever is higher, at regular intervals, and ensure that working conditions are fair, and in compliance with applicable laws, regulations, or collective agreement.

9. Safety Conduct and Industry Certification

- 9.1. Suppliers must provide a safe and hazard-free work environment and comply with all applicable national laws and regulations relating to occupational health and safety, as well as any relevant international standards appropriate to the nature of the work performed. Suppliers must provide adequate occupational safety training appropriate for the nature of the work performed. Suppliers should identify, assess and control potential exposure to health and safety hazards.
- 9.2. AMRO expects its Suppliers to maintain their professional certifications and to be in continuous compliance with all industry regulations.

10. Environmental Conduct

- 10.1. Suppliers shall comply with applicable laws and regulations regarding the protection of the environment and undertake initiatives to promote greater environmental responsibility.
- 10.2. AMRO expects its Suppliers to adopt effective environmental management practices and measures that:
 - (a) encourage and promote the conservation, recycling and re-use of materials; and
 - (b) reduce or eliminate carbon emissions and waste of all types, including water and energy.

11. Reporting Grievance or Misconduct

- 11.1. Suppliers are encouraged to raise any grievances or report any suspected misconduct or non-compliance with this Code to procurement@amro-asia.org. The reporting can be anonymous. AMRO prohibits retaliation against any individual who, in good faith, reports any suspected misconduct or non-compliance with this Code.
- 11.2. Suppliers must fully cooperate with any reasonable request from AMRO to review and audit documents and records directly related to the performance of the contract with AMRO or compliance with this Code, subject to applicable laws and the Supplier's confidentiality obligations to other clients.

11.3. Questions related to this Code may be addressed to AMRO Procurement team at procurement@amro-asia.org.

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