

## **1. INTRODUCTION**

The Vendor Code of Conduct (VCOC) establishes a set of obligations on business in a lawful and ethical manner with the highest professional conduct expected of all Vendors engaging or working with Indah Water Konsortium Sdn Bhd (IWK).

The VCOC shall apply to all contractors, consultants, suppliers or any person including their employees, agents, suppliers and sub-contractors (representatives). IWK expects the Vendor to comply with the VCOC when engaging with IWK and throughout its conduct of business with IWK.

All Vendors are required to declare in writing to IWK on any potential or actual conflict of interest at the beginning of the procurement exercise. Any enquiries relating to this VCOC can be forwarded to the Integrity and Governance Unit of IWK or its authorised representative.

## **2. PRINCIPLES OF THIS CODE**

### **2.1 Integrity and Good Ethics**

Vendor must be honest in any representation and be committed to the highest standard of ethical conduct and integrity.

### **2.2 Accountability**

Vendor must be accountable for services rendered and goods provided and honour their commitment efficiently and timely in accordance with the agreed terms and conditions.

### **2.3 Protection of asset and information**

Vendor must not at any time disclose IWK's confidential information or data to any unauthorised party.

## 2.4 Workplace Practices and Culture

Vendor must comply with all applicable laws, regulations relating to work practices and environment.

## 3. ETHICAL BUSINESS PRACTICES

The Vendor must abide by all applicable laws and regulations and uphold the highest standard of integrity and ethical conduct in all business interactions and dealings with IWK and these include:

### 3.1 Conflict of Interest

- Vendor must avoid any act or omission which may give rise to a conflict of interest in the discharge of the Vendor's work in relation to the agreement entered into with IWK.
- Vendor must not gain any improper advantage or preferential treatment in their relationship or dealing with IWK's employees.
- Vendor must declare to IWK if any of IWK's employees or family member has an interest of any kind in the Vendor's business. Vendor must also declare to IWK if they have any family relationship with any of IWK's employees in the past or present.
- If at any point of time, should there be any situation of an actual or potential conflict of interest and/or improper advantage, Vendor **must promptly report** of such situation to [whistle@iwk.com.my](mailto:whistle@iwk.com.my).

### 3.2 Anti-bribery/Corruption

Vendor is prohibited from:

- Directly or indirectly soliciting or accepting any form of bribery.
- Being directly or indirectly involved in activities such as extortion or facilitating, requesting for or receiving kick-backs.
- Offering any gratification of any kind whatsoever to IWK employees and/or their family members as an inducement or reward in order to obtain any advantage before, during or after the procurement process. This includes gifts, entertainment, special invitations or functions.

### **3.3 Gift, Entertainment, Corporate Hospitality, Sponsorship, Charitable Donation and Political Contribution**

- The Vendor and its representative must not offer gifts, entertainment or other incentives to any IWK employees, directors, family members or agents acting on their behalf directly or indirectly.
- This Policy on Gift, Entertainment, Corporate Hospitality, Sponsorship, Charitable Donation and Political Contribution includes supplier-provided food, beverages (alcoholic/non-alcoholic), meals, personal trips or any form of entertainment including any event. For the avoidance of doubt, event in this context shall include but not limited to any organized activity, social gathering, sports, parties, conferences, celebration for members of the general public or a particular group. IWK's employees are prohibited from attending any of such event specially organised for their sole benefit. Be that as it may, IWK's employees are allowed to attend public events or events hosted by a Vendor for all water industry players including IWK, PROVIDED ALWAYS THAT there is no offering and acceptance of sponsorship in any form and the cost of participation shall be borne by IWK.
- For more information, the Vendor is advised to refer to IWK's Policy on Gift, Entertainment, Corporate Hospitality, Sponsorship, Charitable Donation and Political Contribution document (Refer Annex 1).

### **3.4 Misrepresentation**

- The Vendor is strictly prohibited at all times from making any misrepresentation including on its capabilities, for the purpose of securing procurement with IWK and with other entities by misrepresenting its capabilities in the services rendered or goods delivered to IWK.

## **4. ACCOUNTABILITY**

The Vendor must be accountable and honour its commitment in accordance with the terms and conditions of the contract which has been agreed between the Vendor and IWK.

## **5. PROTECTION OF ASSETS INCLUDING INFORMATION AND INTELLECTUAL PROPERTIES**

### **5.1 Confidentiality Obligation and Data Protection**

- The Vendor must keep confidential all information made available by IWK related to the business and affairs of IWK (confidential information).
- The Vendor must not disclose or share any of IWK's confidential information to any person without first, obtaining IWK's prior consent in writing.
- The Vendor must not disclose IWK's confidential information for any purpose except to the extent necessary to exercise its rights and perform its obligations for the procurement with written consent from IWK.
- The Vendor must undertake to put in place appropriate controls, policies and procedures to protect IWK's confidential information and prevent any information leakage.
- The Vendor must use its best endeavour to ensure that its representatives comply with the obligation of the confidentiality.
- The Vendor's obligation of confidentiality shall survive even after the termination or expiration of the engagement period.

### **5.2 Data Protection**

- The Vendor must comply with the relevant laws and IWK's policies in relation to protection of personal privacy, including personal data.

### **5.3 Protection of Intellectual Property**

- The Vendor must respect all intellectual property (IP) rights. Any transfer of technology and know-how must be done in a manner that protects intellectual property rights.
- The Vendor must only use software and technology which have been legitimately acquired and licensed, in accordance with their respective terms of use or licence.
- The Vendor must comply with IP rights of IWK and all other relevant third parties. IWK views infringement of its IP seriously and will take necessary legal action to protect its IP rights.

### **5.4 Restriction on Making Public Statement and Giving of Reference**

- The Vendor is prohibited from making or circulating any public statement on content related to the business or affairs of IWK including making reference of IWK's name for marketing purposes.

## **6. WORKPLACE CULTURE AND BEHAVIOUR**

The Vendor must comply with all applicable laws, regulations and IWK's policies relating to work practices and environment including the following:

### **6.1 Professional Workplace Environment and Employment Practices**

- The Vendor must behave and dress in a professional manner that reflects IWK's professional image at all times when dealing with in the course of performing their duties pursuant to the agreement they have with IWK.
- IWK does not tolerate harsh, inhumane treatment of any of IWK or the Vendor's employees, child labour, any form of discrimination and any substance abuse on IWK's premises or during the performance of the Vendor's contractual obligation.
- The Vendor must use IWK's infrastructures and facilities responsibly at all times.

### **6.2 Safety and Health**

- The Vendor shall be responsible for the safety of all persons who may be affected by the activities and shall comply with IWK's safety regulations and procedures.
- The Vendor shall ensure that all works undertaken comply with all the safety, health and environmental regulations and guidelines of Malaysia at all times.
- The Vendor shall comply with all applicable Local Authority's requirements and regulations. Permits and records shall be obtained, kept and properly recorded.
- The Vendor is encouraged to supply less environmentally and socially damaging products which take into account all phases of the products lifecycle i.e. production, transportation, maintenance and disposal.

### **6.3 Security and Access**

- The Vendor must ensure compliance with IWK's security policies and procedures while operating in IWK's premises.
- The Vendor must provide sufficient information to IWK for the purpose of security vetting of its representative and comply with all reasonable requests for further documents or information.
- The Vendor must display IWK's security pass at all times while on IWK's premises.
- The Vendor and its representatives are only permitted to access areas for which they have been authorised to access and which are necessary for the performance of their work or services.

## **7. WHISTLEBLOWING OR REPORTING OF POTENTIAL BREACH**

- Any party or Vendor with knowledge of a potential or questionable breach of this VCOC should raise those concerns in confidence via email to [whistle@iwk.com.my](mailto:whistle@iwk.com.my).
- All information will be promptly reported to the appropriated channels, and will be handled with utmost discretion. The identity of the concerned reporting party will be treated with the strictest confidentiality at all times.
- IWK will not tolerate any retaliation taken by employees or Vendor or its representatives against any individual for reporting in good faith questionable behaviour or possible violation of the VCOC.