



ADNEC Group Supplier Code of Conduct

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adnecgroup.ae

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EVENTS

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SERVICES

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TOURISM

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MEDIA



This Supplier Code of Conduct (the Code) sets forth the principles and standards of conduct that ADNEC Group expects Suppliers, their employees, subcontractors and sub-suppliers to meet during the provision of goods and services to ADNEC Group. To support compliance with this Code, Suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of ADNEC Group and that all ADNEC Group-related tasks are executed by individuals with the skills, expertise and certifications necessary to uphold the principles and meet the standards of the Code.

EXECUTIVE SUMMARY

- Abu Dhabi National Exhibitions Company PJSC (hereinafter ADNEC Group) is committed to achieving the highest standards in conducting its business operations ethically, efficiently and economically, while giving utmost consideration to health, safety, non-proliferation and environmental protection.
 - ADNEC Group's commitment to these standards are expressed in the ADNEC Group Code of Conduct, which is published [here](#).
- ADNEC Group requires all its Suppliers and their representatives to act in accordance with the highest ethical standards of personal and professional integrity in all aspects of their activities.
- ADNEC Group regards its Suppliers as a critical and necessary extension to its mission, operations and future success and expects their full commitment to making compliance and ethics a top priority as they work with ADNEC Group.
- ADNEC Group may require Suppliers to demonstrate that they comply with this Code of Conduct. Failure to comply with the expectations outlined in the Code of Conduct could result in termination of the assignment and/or contract.
- This Code of Conduct is not a Contract. It does not confer rights on any supplier, nor does it impose obligations on ADNEC Group. In case of a conflict between this Code of Conduct and the ADNEC Group contract, the terms of the contract shall prevail.

PURPOSE

This Supplier Code of Conduct (the Code) sets forth the principles and standards of conduct that ADNEC Group expects Suppliers, their employees, subcontractors and sub-suppliers to meet during the provision of goods and services to ADNEC Group.

To support compliance with this Code, Suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of ADNEC Group and that all tasks related to the contracted services are executed by individuals with the skills, expertise and certifications necessary to complete the job in a safe and compliant manner.

This is in order to meet the standard of this Code and all applicable laws and regulations including the United Arab Emirates (UAE) and Abu Dhabi laws, government policies and ADNEC Group policies, and in accordance with the highest standards of ethical business conduct.

SCOPE

The Code covers all stages of the engagement between ADNEC Group and Suppliers.

APPLICABILITY

The Code shall apply to all Suppliers and their representatives (including employees, Suppliers, agents and subcontractors collectively referred to as “the Supplier”) engaged in conducting business with and/or on behalf of ADNEC Group.

TERMS AND DEFINITIONS

Term	Definition
Anti-Fraud and Misconduct Program (AFMP)	ADNEC Group’s system of identifying, handling and monitoring fraud before it happens, when it happens and after it happens. The program allows ADNEC Group to conduct a risk assessment for fraudulent activity, identify areas of vulnerability for fraud, fill in vulnerability gaps, communicate to Employees and other stakeholders the plan to mitigate fraud and monitor and enforce provisions of its plan.
Confidential Information	All information of whatever kind (including proprietary and trade secret information) disclosed by or on behalf of ADNEC Group by any means whatsoever is Confidential Information.
Conflict of Interest (COI)	Exists whenever there is a proposed transaction of ADNEC Group in which an Employee has any actual or potential personal involvement, interest or relationship, either directly or indirectly.
Contract	A written agreement (contract, subcontract, purchase order, etc.) executed directly between or among ADNEC Group and one or more other parties seeking as a matter or right, the payment of money in a certain sum, the adjustment, or interpretation of contract terms, or other relief arising under or relating to the contract.
Contract	A written agreement (contract, subcontract, purchase order, etc.) executed directly between or among ADNEC Group and one or more other parties seeking as a matter or right, the payment of money in a certain sum, the adjustment, or interpretation of contract terms, or other relief arising under or relating to the contract.

Term	Definition
Counterfeit Item	An item that is intentionally manufactured or altered to imitate a legitimate product and/or is a copy or substitute of a legitimate product without legal right or authority or one whose material, performance, or characteristics are knowingly misrepresented by the Supplier, distributor or manufacturer.
Employee	Includes management and staff, direct hire personnel, secondees and contracted personnel supporting ADNEC Group.
Ethical Behaviour	Being in accordance with the accepted principles of right and wrong that govern and are set out in ADNEC Group's Anti-Fraud and Misconduct Program (AFMP) and including but not restricted to financial impropriety and accounting malpractices.
Fraud	In the broadest sense, fraud can encompass any crime for gain that uses deception as its principal means. Fraud is also defined as a knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. (Black's Law Dictionary) Consequently, fraud includes any intentional act to deprive another of property or money by guile, deception, or other unfair means.
Fraudulent Item	An item that is intentionally misrepresented to be something it is not and/or an item provided with incorrect identification or falsified/inaccurate certification.
Supplier	Any individual or organization who furnishes items or services in accordance with a procurement document. An all-inclusive term used in place of any of the following: supplier, vendor, seller, contractor, subcontractor, fabricator, consultant and their sub-tier levels.
Suspect Item	An item for which there is an indication by visual inspection, testing or other information that it may not conform to established government or industry-accepted specifications.
Whistleblowing	whistleblowing is an early warning system to avert possible risks to the organization. An effective policy to encourage whistleblowing enables employers to find out when something is going wrong in time in order to take necessary corrective action.

STANDARDS OF CONDUCT

Compliance with Legal and Regulatory Requirements

Suppliers shall ensure that all business with and/or on behalf of ADNEC Group is conducted in compliance with all applicable laws and regulations.

Money laundering, sanctions, export controls and tax evasion

ADNEC Group does not allow its operations to be used for the purpose of money laundering. ADNEC Group does not do business in breach of export controls or sanctions laws. ADNEC Group is committed to full compliance with its tax obligations and does not use Suppliers to evade them.

We expect our suppliers to:

- refrain from money laundering and tax evasion;
 - comply with all applicable export controls and sanctions laws;
 - provide documents to support ADNEC Group's compliance procedures upon request;
- and
- have adequate procedures in place to prevent money laundering and tax evasion, and to ensure export control and sanctions compliance.

Compliance with ADNEC Group Policies and Procedures

Suppliers shall ensure adherence to the applicable Policies and Procedures of ADNEC Group, relevant to the work undertaken by the Supplier, whether they are specified in the relevant Contract or not.

Health and Safety Management

- ADNEC Group maintains a fully accredited HSE Management System and Suppliers are required to comply with all applicable requirements. The safety of the public, Employees and Suppliers is ADNEC Group's highest priority. Working safely and in compliance with all applicable safety rules, laws, standards, regulations, procedures, and rules of this Code of Conduct is a condition of engagement as a Supplier to ADNEC Group.
- Minimum health and safety expectations and requirements are set forth below. Additional ADNEC Group requirements specific to the work undertaken by a Supplier may be specified in the relevant contract based on the assessed level of risk with the scope of works being undertaken.

Public Safety

Supplier shall identify and manage all potential public safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of ADNEC Group.

Occupational Safety and Health (OSH)

Supplier shall identify and manage all potential occupational safety and health risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of ADNEC Group (e.g. via risk assessments and job safety analysis). Appropriate control measures shall be developed, implemented and monitored based on the minimum requirements of the Abu Dhabi Occupational Safety and Health Centre System Framework (OSHAD SF)

Health Screening and Medical Surveillance

Health Screening and Medical Surveillance shall be performed by the Supplier for all applicable work activities, as per the requirements of the OSHAD SF.

Vehicle Safety

Supplier shall ensure that all vehicles used and transportation activities undertaken in the execution of ADNEC Group business are compliant with applicable laws, regulations and codes.

Business Continuity Management

The General Secretariat of the Executive Council of Abu Dhabi identified a requirement for all applicable entities in Abu Dhabi to develop business continuity programs in accordance with NCEMA 7001. The Supplier shall have Business Continuity Plans in place to ensure uninterrupted provision of goods and services to ADNEC Group in accordance with NCEMA 7001.

Subsidiaries of ADNEC Group operating outside of the UAE are also obliged by the above requirement, and it is expected that Suppliers will support the relevant Subsidiary's business continuity objectives similarly.

Environmental and Sustainability Commitments

ADNEC Group is committed to being an environmental and sustainability leader and demonstrating this through its actions, including conducting its business in full compliance with all applicable environmental and sustainability laws and regulations and meeting the expectations of its stakeholders.

Through our procurement activities, ADNEC Group requires that Suppliers help us meet this commitment throughout our supply chains, adopting appropriate environmental and sustainability management and measures, including developing practices to:

- Reduce overall waste.

- Reduce the use of non-reusable and non-recyclable materials.
- Reduce carbon footprint.
- Optimise energy consumption.

Labour Issues and Human Rights

ADNEC Group expects its Suppliers to know and uphold the human rights of all workers, whether temporary or contract employees and to treat all their workforce members with dignity and respect, providing them with safe and humane working conditions meeting at least the minimum requirements of applicable law.

Forced Labour and Child Labour

Suppliers shall comply with all applicable laws regarding modern slavery and child labour.

Suppliers shall not knowingly use forced, bonded or involuntary prison labour. Forced labour is described by the International Labour Organization (ILO) as work carried out under the threat of penalty, the most common types being bonded labour and the use of prisoners.

Suppliers are expected to provide their employees with the freedom to choose to work for the Supplier and the freedom to leave the Supplier after reasonable notice is served.

The Supplier shall not knowingly use any child labour and should not employ or engage anyone who is below the minimum legal age for employment.

Working conditions

Suppliers shall ensure that the working conditions of their workforce are safe and hygienic both on-site (at ADNEC Group locations) or off-site.

Occupational health and safety is covered by laws and regulations, which require employers to provide a safe working environment and employees to abide by safety procedures.

Suppliers shall assign responsibility for health and safety to a senior management representative.

Working conditions shall be comfortable and hygienic and employees shall be provided (at the Supplier's expense) with any necessary Personal Protective Equipment (PPE). Specific hazards should be identified and risks minimized. The Suppliers' employees shall have access to clean toilets, be allowed regular breaks and have access to clean water as a minimum.

Ethical Business Conduct

ADNEC Group expects Suppliers to conduct business in accordance with the highest ethical standards, including adherence to the following:

Business Integrity

Supplier shall prohibit all forms of bribery, corruption, extortion and embezzlement and shall report to ADNEC Group any violation of the Anti-Bribery Laws of the UAE, applicable Anti-corruption Laws in the Country of establishment, the Foreign Corrupt Practices Act of USA and Bribery Act of UK.

Suppliers shall never indulge in acts of bribery when dealing with public officials and ADNEC Group Employees especially when acting on behalf of ADNEC Group.

Criminal and Civil Claims

Suppliers shall inform ADNEC Group of any investigation or legal proceedings that relate to ADNEC Group or concern the work the Supplier is performing on behalf of ADNEC Group. The Supplier shall also inform ADNEC Group if the Supplier's employees with decision-making authority have been subjected to, accused or convicted of corruption, bribery or fraud.

Company Records and Disclosures

Accurate records and disclosures are critical to ADNEC Group meeting its legal, financial, regulatory and management obligations. Supplier shall ensure that facts are never misstated or material information omitted when reporting to ADNEC Group, and that all records, disclosures and communications to ADNEC Group are full, fair, accurate and timely.

Confidential Information

Revealing confidential or protected information obtained while working for ADNEC Group is a violation of this Code of Conduct, ADNEC Group's contractual requirements and potentially the law. This clause shall be read in conjunction with clause 0.

Fair Competition and Anti-Trust Compliance

ADNEC Group believes in fair competition and expects Suppliers to comply with all applicable anti-trust or fair competition laws and regulations. The Suppliers shall not engage in any unfair practices that unreasonably undermine free competition in a tender through prior consultation, collusion, or agreement with other tenderers, such as bid rigging or collusion to fix prices to render the award of the tender to a particular participant.

In the event of violation of the above or that the Supplier is found to have committed any unfair practices, or offered bribes to any officials concerned in connection with registration, pre-qualification, invitation to tender, award of Contract, execution, or performance of the Contract, ADNEC Group reserves the right to disqualify the Supplier from the approved Suppliers list or the tender and cancel the successful bid in case the Contract has not been executed, and terminate the Contract in whole or part, along with the retention of any performance bond.

Responsible Procurement

Suppliers shall take reasonable steps to ensure that products and services procured are from ethical sources and that sub-suppliers are aware of and comply with this Code of Conduct.

Counterfeit, Fraudulent and Suspect Items (CFSI)

Items furnished by the Supplier shall not include any suspect, counterfeit, or fraudulent parts, nor shall such parts be used in performing any work for ADNEC Group whether on or off-site.

The Contract specifies the details of preventing CFSI items from being supplied to ADNEC Group and the consequences and sanctions applicable to the Supplier in case the supplied items fall into the category of CFSI.

The Supplier shall recognize and appreciate the risk of CFSI for ADNEC Group and take appropriate measures to include in their Quality Assurance Program, a process to prevent, detect and eliminate CFSIs.

Intellectual Property Rights and Data Protection

In this regard, the Supplier shall:

- Only use ADNEC Group information and property (including tools, drawings and specifications) for the purpose for which they are provided to the Supplier and for no other purposes.
- Take appropriate steps to safeguard and maintain the confidentiality of ADNEC Group proprietary information, including maintaining it in confidence, not removing it from secure work areas, and not disclosing it to third parties (including other customers, subcontractors, etc.) without the prior written permission of ADNEC Group.
- Observe and respect all ADNEC Group patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as ADNEC Group may from time to time establish.
- If requested to send data over the Internet, follow ADNEC Group Information Security protocols.
- Comply with all applicable rules concerning cross-border data transfers.
- Maintain all personal and sensitive data, whether of ADNEC Group Employees or its customers securely and confidentially, taking into account both local requirements and the relevant ADNEC Group policies provided to the Supplier.
- Supplier shall report to ADNEC Group any suspected data breach immediately following detection.
- Comply with all relevant data protection requirements of the UAE and the General Data Protection Regulation (GDPR) of the European Union if applicable.

- Not use ADNEC Group’s logo or proprietary graphics in a way that suggests representation of ADNEC Group.

ADNEC Group Anti-Fraud and Misconduct Program (AFMP)

ADNEC Group is committed to the highest business ethics through creating and sustaining a corporate environment in which the affairs of ADNEC Group are conducted fairly and transparently, by adopting the highest standards of professionalism, honesty and integrity, free from any acts of fraud or misconduct. As part of ADNEC Group’s continuous commitment to adhere to the highest standards of business ethics and professional conduct, ADNEC Group has implemented its Anti-Fraud and Misconduct Program.

ADNEC Group’s AFMP provides a mechanism for reporting potential activities and/ or behaviours which may be construed as misconduct and/or fraudulent for example unfair practices in the procurement process of ADNEC Group including pre-qualifications, bid evaluations, and contract award, bribery/corruption, reporting of fraudulent financial information to stakeholders, any government entity, or any other ADNEC Group matters involving fraud, Employee misconduct, illegality or health and safety and environmental issues which may result in financial loss, damaging to the safety culture and reputation of ADNEC Group and/or its Employees.

Information regarding ADNEC Group’s AFMP and reporting guidelines including the reporting system and whistleblowing hotline appear on ADNEC Group’s website at www.adnecgroup.ae under the ADNEC Speak Up Channel link, located on the “Contact Us” webpage.

ADNEC Group expects its Suppliers to deliver goods and services in accordance with the terms and conditions governing contractual obligations and with the highest standards of professional integrity and business ethics, including the reporting of any activities and behaviours which fall under ADNEC Group’s AFMP. The Supplier shall ensure that all members of its staff are made aware of ADNEC Group’s AFMP by directing them to the website address provided above.

Conflicts of Interest

ADNEC Group requires Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ADNEC Group’s interests or the appearance of a conflict of interest that may compromise the exercise of independent judgment during the execution of work for or on behalf of ADNEC Group specifically:

Conflicting Business Interests

While engaged in ADNEC Group-related work, Supplier shall not engage in any activity that creates a conflict of interest, or the appearance of a conflict of interest, with ADNEC Group or in any way compromises the work that Supplier is contracted to perform on behalf of ADNEC Group.

A conflict of interest can arise if actions are taken or if there are interests that may make it difficult for the Supplier to perform ADNEC Group-related work objectively and effectively. Any potential conflicts shall be disclosed to ADNEC Group and written concurrence obtained that states Supplier is allowed to remain in a situation that could be perceived as a conflict.

Potential conflict of interest situations shall be reported to compliance.risk@adnec.ae.

Close Personal Relationships

Close personal relationships between the Supplier workforce members and ADNEC Group Employees responsible for monitoring the Supplier's performance should be avoided in order not to compromise the exercise of independent judgment or lead to claims of a conflict of interest.

To avoid these problems and to foster a positive work environment, the Supplier shall report to ADNEC Group any close personal relationships that result, or could result, in a conflict with this Code.

Gifts and Entertainment

ADNEC Group discourages Suppliers from offering or accepting gifts, services, discounts, gratuities, payments of fees, bribes, entertainment or other benefits or items of value (collectively "gifts") or other favours that influence, or appear to influence, the performance of their duties or assist the Supplier in obtaining undue or unfair advantage.

Similarly, ADNEC Group forbids its Employees, as well as members of their immediate families, from accepting gifts from Suppliers doing business with or seeking to do business with ADNEC Group. ADNEC Group Employees must abide by the Code of General Business Principles and Ethics.

Expensive business entertainment shall never be offered to an ADNEC Group Employee or their representative by a Supplier under circumstances that create the appearance of impropriety.

General conditions for the offer of gifts and entertainment - The gifts and entertainment offered shall be customarily associated with the maintenance of ongoing legitimate business relationships, and provided that they are infrequent and proportionate to the relationship. They shall be:

- Unsolicited.
- Legal in the countries of both the giver and the recipient.
- Made openly and transparently.
- Reasonable and appropriate for the occasion.
- Properly recorded in the Supplier's books and records.
- Not cash or usable as cash (for example, a shopping voucher or a gift certificate is not acceptable).

- Of moderate value (that is, less than AED 500 in face value in a calendar year).
- Discounts from Suppliers that are available to all Employees.
- Promotional items, mementos, souvenirs, advertising novelties bearing the logo of the Supplier and other items including food and beverage of a modest value (typically less than AED 500).

Engagement with External Parties

Supplier shall neither disclose the contractual relationship with ADNEC Group nor the scope of the contract to third parties unless written consent is provided by ADNEC Group's Media & Public Relations Department.

News Media

No Supplier shall engage with the media to disclose any information related to the commercial relationship with ADNEC Group and/or represent ADNEC Group unless written consent is provided by ADNEC Group's Media & Public Relations Department.

Social Media

Suppliers shall have processes in place to ensure that the use of social media by their workforce or representatives does not negatively affect ADNEC Group's reputation. Processes should specifically ensure against the following:

- Representation of any content in any social media regarding ADNEC Group without prior written approval from ADNEC Group's Media & Public Relations Department.
- Posting content about ADNEC Group Employees, stakeholders, Suppliers, or affiliates that is derogatory or in contravention of any standards in this Code of Conduct.
- Posting photographs or video of non-public areas of ADNEC Group's premises, processes, or operation without prior approval from ADNEC Group's Media & Public Relations Department.
- Use of ADNEC Group's logo or proprietary graphics in a way that suggests representation of ADNEC Group.

General Management and Administration

ADNEC Group Assets

ADNEC Group assets such as computers, telephones and mobile phones, fax machines, copy machines, conference rooms, vehicles, equipment, tools and similar assets are for ADNEC Group's use only, unless explicit permission to use them has been secured in advance from ADNEC Group.

Computer and System Security

Suppliers who have access to ADNEC Group's information systems are responsible for ensuring the security of those systems by identifying and complying with applicable ADNEC Group information and cyber security policies and standards available from ADNEC Group. Applicable requirements include ensuring the following:

- Computer accounts, passwords and other types of authorization are assigned to authorized users and must not be shared with or divulged to others. Authorized users will be held accountable for all actions taken on their system with their user identification.
- Internet access is not used to conduct personal business, play computer games, conduct political campaigns or for personal gain.
- Inappropriate or pirated content is not stored on ADNEC Group equipment nor transmitted through ADNEC Group networks.
- Only approved, authorized and properly licensed software is used on ADNEC Group computer systems.
- No attempts are made to circumvent or attack security controls on a computer system or network.
- ADNEC Group-issued equipment is protected from unauthorized access and theft at all times, including locking the computer screen when the computer or laptop is left unattended.

Violations of any of the above may result in the termination of the Supplier's assignment with ADNEC Group.

Records Retention

If the Supplier generates or receives information, data and/or records pertaining to ADNEC Group as a result of the work performed by the Supplier, the Supplier must ensure that those records are returned to ADNEC Group following the fulfilment of ADNEC Group's requirements.

Management Systems

Supplier shall support compliance with this Code of Conduct by establishing pertinent policies and processes appropriate for the nature and scale of operations.

Reporting of Supplier Concerns

The standards of conduct described in this Code are critical to the ongoing success of ADNEC Group's relationship with the Supplier.

If the Supplier has concerns, ADNEC Group encourages them to report such concerns to compliance.risk@adnec.ae.

This includes the obligation of Suppliers to report:

- In case of a request to commence work without an approved Contract in place.
- If the Supplier suspects, or becomes aware that they or one of their sub-contractors is operating in breach of the Code.

All reported concerns are handled confidentially and can be submitted anonymously. ADNEC Group prohibits retaliation against a Supplier who raises a concern or is involved in an investigation and will investigate any reports of retaliation and take the appropriate action.

Monitoring and Compliance with the Code

ADNEC Group expects its Suppliers to comply with the Supplier Code of Conduct and take necessary steps to ensure that the Code is shared with all individuals assigned to perform work for or on behalf of ADNEC Group and that all ADNEC Group-related tasks are executed by individuals with the skills, expertise and certifications necessary to uphold the principles and meet the standards of the Code.

Breach of Supplier Code of Conduct

Non-adherence to the requirements of this Code will be treated as a breach and the penalties would include but are not limited to termination of the agreement and suspension of the Supplier and subcontractors from engaging with ADNEC Group in the current as well as future requirements.

Audits

ADNEC Group or its appointed agents shall have the right to audit compliance to this Code at any point during the tenure of the Contract, as given in the terms and conditions of the Contract.