



Charter of Suppliers

Code of Professional Conduct for Suppliers of Land Department

Table of Contents

| Clause | Page No. |
|---|----------|
| Clause I: Introduction to Charter | 3 |
| Clause II: Used Definitions | 3 |
| Clause III: Scope of Charter | 5 |
| Clause IV: Purpose of Charter | 6 |
| Clause V: Code of Conduct | 6 |
| Clause VI: Promulgation and Dissemination of Charter | 11 |
| Clause VII: Review and Update of Charter | 11 |
| Clause VIII: References | 12 |
| Clause IX: Supplier Charter Acknowledgment | 12 |

Clause I: Introduction to Charter

1.1 This Charter is called "the Charter of Suppliers" and constitutes the Code of Professional Conduct for Suppliers of the LAND DEPARTMENT, and the Commercial Ethical Practices expected from any supplier when dealing with the LAND DEPARTMENT. It is also the minimum non-negotiable standards that the Supplier must respect and adhere to when doing business with the LAND DEPARTMENT.

1.2 This Charter is based on the internationally recognized standards for the application of commercial ethical practices. This Charter sets out the expectations of the LAND DEPARTMENT regarding the Supplier's conduct in respect of work, health and safety, environmental protection, ethics and management practices.

1.3 This Charter is in line with Dubai Strategic Plan and the Strategic Plan of the LAND DEPARTMENT, and complies with the legislations, laws and regulations issued by the government of UAE in general and the government of Dubai in particular,

1.4 This Charter does not grant any rights to the Supplier nor impose any obligations on the LAND DEPARTMENT. Terms of a purchase order, contract or agreement shall prevail in the event of any conflict with this Charter.

Clause II: Used Definitions

LAND DEPARTMENT: means Dubai Land Department.

General Manager: is General Manager of Dubai Land Department.

Sector Supervisor: is Supervisor of the Institutional Support Sector.

Department: means the Administrative Affairs Department.

Charter: means the Charter of Suppliers, that represents the Code of Professional Conduct for Suppliers of the LAND DEPARTMENT and the

Ethical Commercial Practices expected from any supplier when dealing with the LAND DEPARTMENT.

Supplier: means any company or organization that is registered with the LAND DEPARTMENT (including its representatives of employees, distributors, suppliers, agents and subcontractors, collectively referred to as "the Supplier") and has been contracted or agreed with to do business with and/ or on behalf of the LAND DEPARTMENT.

Reporting Policy of LAND DEPARTMENT and its Institutions: is an approach based on corporate governance, which is followed by the LAND DEPARTMENT in monitoring, receiving and addressing infringements, immoral behaviors and misconduct/ fraud practices through confidential and secure channels.

Protection Policy of Informer: is the method used by the LAND DEPARTMENT to protect an informer through confidential and secure channels.

Reporting: is the process of reporting infringements, immoral behaviors and misconduct/ fraud practices, in order to identify the error in a timely manner to take necessary corrective actions.

Infringements: mean wrong practices, including any criminal or financial offenses, violations of any legal or legislative obligations or internal regulatory requirements, or those that pose a risk to health, safety or the environment.

Unethical Behaviors: mean unacceptable behaviors, intentional or unintentional practices, which are contrary to proper morals, are harmful to reputation, lack equity or do not comply with the labor standards adopted by the LAND DEPARTMENT, the professional or social conduct, and of which the reports must contain an example. They include the following:

1. A violation of any of the internal policies and regulations in force in the LAND DEPARTMENT, and any violation of laws or instructions issued by regulatory bodies or entities, that are related to works of the LAND DEPARTMENT and affect the validity of operations and procedures within the LAND DEPARTMENT.
2. A violation of any of codes of professional ethics adopted by the LAND DEPARTMENT.
3. Manipulation of achieved figures to match the set objectives in order to obtain incentives or rewards, or conceal performance defects.

4. Harassment, discrimination, any kind of abuse or other type of violation.
5. Unsafe practices at work or causing environmental or health hazards.
6. Any practices that may cause financial or non- financial loss to the LAND DEPARTMENT or that conflict with its interests.

Fraud: means to misuse a granted power for personal or private gain through bribery, deception, conflict of interest, extortion, embezzlement, forgery, theft, conspiracy, misappropriation, error and representation, concealment of material facts, complicity, false accounting or any other method intended to obtain an advantage, avoid an obligation, or cause loss to another party.

Conflict of interest: happens when there is a transaction proposed by the LAND DEPARTMENT, and any of its employees has any personal or potential involvement, interest or relationship, either directly or indirectly.

Confidential Information: All information of any kind (including proprietary and confidential business information) disclosed by or on behalf of the LAND DEPARTMENT by any means in connection with the LAND DEPARTMENT.

Clause III: Scope of Charter

3.1 The rules hereof shall apply to the Suppliers of LAND DEPARTMENT, where the Suppliers shall, when supplying products or goods, providing services or doing commercial/ professional works with and/ or on behalf of the LAND DEPARTMENT, do so in accordance with all legislations, laws, regulations and policies in force in the UAE and Dubai.

3.2 The Suppliers dealing with the LAND DEPARTMENT must comply with these standards, which do not constitute a summary of all laws, standards and policies applicable to the LAND DEPARTMENT or to the activities of Suppliers.

3.3 This Charter does not relieve or diminish any of the legal obligations to which the Supplier is bound, nor does it override terms of any direct purchase, purchase order, contract or agreement concluded with the LAND DEPARTMENT.

3.4 The Supplier shall be responsible for ensuring compliance with the rules hereof. In addition, the Supplier shall ensure that its staff are aware and informed of the standards contained in these rules and comply with them.

Clause IV: Purpose of Charter

4. In particular, this Charter aims to sustainably apply the highest international standards of ethical and professional practices to the Suppliers with the governmental legislations and policies.

Clause V: Code of Conduct

5. The rules hereof are based on the following focus points:

5.1 Respect and Fair Work Practices

The LAND DEPARTMENT provides a work environment in which respect, appreciation, competency development and talent development prevail, and expects from its Suppliers to provide the same environment as possible, provided that it shall include but not limited to:

- **Ethics:**
The Supplier shall ensure that its staff and employees comply with good conduct and ethics, and avoid immoral and abusive or negative behaviors based on intimidation, threat, abuse, violence or harming.
- **Appropriate Costume:**
The LAND DEPARTMENT shall highlight national identity and respect for cultural diversity. It expects from its Suppliers when attending to the LAND DEPARTMENT, participating in the work assigned to them by the LAND DEPARTMENT, or participating in events organized by/ on behalf of the LAND DEPARTMENT, to comply with the accepted standards of appropriate costume in accordance with the cultural considerations.
- **Work Conditions:**
The Supplier shall comply with all labor laws in the UAE and terms of a contract with its staff and employees.
- **Training and Communication**
The Supplier shall provide staff training programs; to achieve training objectives while ensuring continuous improvement.
- **Accident Management**
The Supplier shall provide the staff with a system to report health, safety and near incidents, with a system to investigate the concerned reports, and

implement remedial and preventive work plans to ensure that the staff return to the work.

- **System of Proposals and Complaints:**
The Supplier must ensure that the employees have a mechanism to submit proposals and complaints, while encouraging communication among all categories of management and staff.
- **Protection of Informers and Anonymous Complaints**
The Supplier must provide an anonymous complaint mechanism for managers, staff and employees to report grievances in the workplace while maintaining the confidentiality of informers reporting infringements.

5.2 Compliance with Law:

The Supplier must ensure that it complies when doing business with and/ or on behalf of the LAND DEPARTMENT in accordance with all the legislations, laws, regulations, policies and procedures of the UAE, in general, and Dubai in particular, as well as it complies with the laws, regulations and policies of the LAND DEPARTMENT in accordance with purchase orders and agreements or contracts concluded with the LAND DEPARTMENT.

5.3 Environment, Health and Safety:

The Supplier shall take the following into account, as much as possible:

- To implement a health and safety management system, and adhere to environmental protection policies and health and safety regulations within the property and work environment.
- To provide the international standard in the area of occupational health and safety or any similar standard or system.
- To address all possible risks related to public and occupational health and safety.
- To implement plans and programs to rationalize energy consumption and non-renewable resources.
- To contribute to the sustainability of environment, waste reduction and recycling/ treatment, and apply environmentally friendly technologies.

5.4 Business Continuity

The Supplier must ensure compliance with the international standard for the business continuity management system. If the Supplier fails to meet the international standard, the Supplier must identify and assess possible contingencies for each case, develop and implement contingency plans and response procedures that minimize harm to life, the environment and property.

5.5 Quality of Delivery:

The Supplier shall take into account the keenness of LAND DEPARTMENT on obtaining the highest level of services, goods and products conforming to the best standards and quality specifications approved locally and internationally, in accordance with the contractual conditions and obligations, ensuring that all its employees are aware of the location of the LAND DEPARTMENT.

5.6 Integrity at work

The Supplier must avoid the use of unfair methods, including but not limited to: conspiratorial bidding, price fixing and monopolistic practices or any other unfair and immoral practices. The Supplier may not attract, encourage or attempt to benefit from any employee, whether the employee currently works or previously worked in the LAND DEPARTMENT in such a manner allowing him/ her to disclose a trade secret or material owned by the LAND DEPARTMENT or any other supplier or provide any information obtained during the course of the business to influence or obtain current, proposed or potential commercial transactions or advantages. The LAND DEPARTMENT expects from the Supplier to comply with and adhere to the following:

- **Bribery and Corruption Combating:** The Supplier prohibits all forms of fraud, including bribery, corruption, extortion and embezzlement, and informs the LAND DEPARTMENT of any relevant violation. No Supplier may pay, provide, lend, promise to pay or facilitate any other benefit in any way in order to obtain funds, assets, services or benefits such as bribery, "commission" or any payment, or induce any other party to influence the conduct or weaken the resolution.
- **Criminal and Civil Claims:** The Supplier must inform the LAND DEPARTMENT of any recent or pending criminal investigations or charges and any civil action that is recent, current or pending against it or any of its employees.

- **Supplier's Records and Disclosures:** The Supplier shall maintain business documents and records to ensure regulatory compliance and ensure that all records, disclosures and communications received by the LAND DEPARTMENT are complete, fair, accurate and timely; in preparation for the fulfillment of the LAND DEPARTMENT to its financial, organizational and administrative obligations.
- **Protection of Intellectual Property and Confidentiality of Information:** The Supplier acknowledges that all information directly or indirectly obtained or generated during its work with the LAND DEPARTMENT (during/ before the contract) is confidential and that by virtue of the nature of the agreed work, the following conditions are acceptable. Accordingly, the Supplier shall ensure and undertake:
 - Not to disclose any information related to any works performed directly or indirectly by the Supplier, without derogating from the generality of the word "previously".
 - Not to disclose financial information, business plans, development strategies, any proprietary information that is not generally known to the public or the public domain and is relating in any way to the LAND DEPARTMENT or any other information relating to a management or the operation of the LAND DEPARTMENT.
 - Not to copy or quote any of forms, information or data obtained by the Supplier through the LAND DEPARTMENT for distribution or use outside the scope of the attached contract, and to return all documents obtained from the LAND DEPARTMENT, unless the LAND DEPARTMENT otherwise agrees in writing.
 - To fully comply with all the conditions and controls contained in the Supplier Acknowledgement in this clause with full will and without coercion, and the LAND DEPARTMENT shall bear no responsibility or other consequences.
 - To inform the LAND DEPARTMENT of any breach of suspected data immediately after disclosure.
- **Fair Competition:** The Supplier shall comply with and adhere to all fair competition laws and regulations.

- **Conflict of Interest:** The Supplier shall disclose any case that may lead to conflicts of interest, inform the LAND DEPARTMENT of any kinship (up to the fourth degree), personal or commercial relationship with any employee of the LAND DEPARTMENT and obtain a written approval from the LAND DEPARTMENT to allow the Supplier to continue the case.
- **Gifts and Hospitality:** The Supplier shall not make any gifts, gratuities or hospitality to the staff of the LAND DEPARTMENT, except low value symbolic gifts such as souvenirs, promotional materials, supplier's discounts available to all employees, and customary business practices with respect to reasonable hospitality. Should this be exceeded, it shall be immediately reported and the infringing Supplier shall be subject to the termination of contract/ prohibition of dealing with it by the LAND DEPARTMENT.

5.7 Information Security:

The Supplier who has access to the information systems of the LAND DEPARTMENT, shall ensure the security of these systems by complying with and adhering to the information security policies and standards adopted by the LAND DEPARTMENT and applying the International Information Security Standard. Any infringements may result in the termination of contract and prohibition of dealing with the Supplier, as well as all the legal actions shall be taken against the Supplier.

5.8 Protection of LAND DEPARTMENT Assets

The LAND DEPARTMENT shall manage its assets (assets and facilities) and resources that belong to it and expect from the Supplier to share its responsibility for the effective care and management of such assets and resources to avoid any potential damage, waste or loss, as possible.

5.9 Audits and Assessments

The Supplier shall conduct periodic assessments of its facilities, operations and subcontractors to ensure compliance with this Code. Under this Code, the LAND DEPARTMENT or a third party designated by the LAND DEPARTMENT shall be entitled to periodically evaluate the facilities and operations of Suppliers and its subcontractors.

5.10 Correction Process:

The Supplier shall have a process/ procedure to correct any deficiencies or infringements identified by the internal or external audit, evaluation, inspection, investigation or review in a timely manner.

5.11 Social and Economic Responsibility:

The Supplier shall encourage the promotion of social and economic development and contribute to the sustainability of societies through its initiatives and activities. The Supplier shall publish this in the form of an Arabic statement in all its facilities.

5.12 Reporting Policy of LAND DEPARTMENT and its Institutions:

The LAND DEPARTMENT provides channels and a mechanism for reporting unethical matters, infringements or fraud in accordance with the Reporting Policy of the LAND DEPARTMENT and its institutions, issued in February 2017. The reports shall be confidentially and anonymously handled in accordance with the Protection Policy of Informer.

5.13 Confidentiality of Information and Data:

The reports shall be confidentially and anonymously handled in accordance with the Protection Policy of Informer.

5.14 Penalty of Charter Violation

Any violation of these rules contained herein may jeopardize the Supplier's working relationship with the LAND DEPARTMENT to the risk of the business relationship termination and the prohibition of the Supplier, taking administrative and legal actions against the Supplier.

Clause VI: Promulgation and Dissemination of Charter

6. After presenting the Charter to Sector Supervisor and having it approved by General Manager, the Department shall promulgate and disseminate it to all employees and suppliers.

Clause VII: Review and Update of Charter

7. The Department shall be responsible for reviewing and updating the Charter once every three years, if necessary, and whenever required.

Clause VIII: References

- IAD-POL-1 Business Ethics Anti-Fraud and Misconduct Policy
- IAD-PRC-101-01 Anti-Fraud and Misconduct Reporting Procedure
- LGL-REF-000-04 Code of General Business Principles and Ethics
- SNS-REF-400-01 Information Security Acceptable Use of Assets
- The Chartered Institute of Purchasing and Supply (CIPS) Ethical Code

Clause IX: Supplier Charter Acknowledgment

Supplier Charter Acknowledgment

By signing this document, I agree on behalf of

Company/ Organization: Trade Name as set out in the Commercial License ()

We have received and informed of the contents of the Supplier Charter of 2018, published by the Land Department (LAND DEPARTMENT).

We adhere to all the above-mentioned policies, principles, requirements and standards of the Supplier Charter, and ensure that all the employees, the Supplier's representatives and the subcontractors comply with all the policies and principles contained therein when dealing with the LAND DEPARTMENT.

We are aware of all relevant laws and regulations in the countries where our company operates, and we shall notify the LAND DEPARTMENT of any violation of the law.

We hereby authorize the LAND DEPARTMENT and any organizations/ companies acting on behalf of the LAND DEPARTMENT to conduct external audits with or without a notice at the Company's headquarters and the premises of our subcontractors at any time to verify compliance with the content of the Supplier Charter.

Name of Authorized Signatory:

Designation:

Date:

Signature+ Seal of Company:

This document must be signed by a representative authorized by the Supplier and returned to the Administrative Affairs Department at the Land Department.