

# GLOBAL CODE OF CONDUCT

*January 2020*



**RAINFOREST  
ALLIANCE**



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# INTRODUCTION TO THE RAINFOREST ALLIANCE GLOBAL CODE OF CONDUCT

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## ABOUT US

The Rainforest Alliance and UTZ merged in 2018 in response to the critical challenges facing humanity: deforestation, climate change, systemic poverty, and social inequity. We combined our respective strengths to build a future in which nature is protected and biodiversity flourishes; where farmers, workers, and communities prosper; and where sustainable land use and responsible business practices are the norm.

By bringing diverse allies together, we are making deep-rooted change on some of our most pressing social and environmental issues. Together, we amplify the voices of farmers and forest communities, improve livelihoods, protect biodiversity, and help people mitigate and adapt to climate change in bold and effective ways.

In this Global Code of Conduct (this "Code"), the "Rainforest Alliance" includes Rainforest Alliance Holding, Inc. (a U.S. 501(c)(3) corporation), Rainforest Alliance, Inc., Rainforest Alliance B.V., Stichting Rainforest Alliance, and each of their subsidiaries, branches, and affiliates around the world. All Rainforest Alliance affiliates, around the world, have adopted and ratified this Code, and impose it directly on their own in-country employees.

This Code applies to people who work for, or provide services to, the Rainforest Alliance, anywhere in the world, as follows:

- Rainforest Alliance employees, officers, members of the board of directors, volunteers, and interns; compliance with this Code is mandatory.
- Independent contractors: Individual Rainforest Alliance independent contractors may agree to comply with the provision in this Code as a term of service under their contract, even though they are not employees.
- Staffing company employees: The Rainforest Alliance uses certain staffing firms that assign their employees to provide services to the Rainforest Alliance; those staffing firms may require their employees to comply with the provisions of this Code when they provide services to the Rainforest Alliance.
- Other contracting parties: The Rainforest Alliance contracts with grantees, certification bodies, and other service providers and may require compliance with the provisions in the Code under their contract, even though they are not employees. It is the responsibility of the contracting party to ensure its staff comply with this Code in connection with their work for the Rainforest Alliance.

In this Code, all the above are included in references to Rainforest Alliance "**team**," "**staff**," or "**you**."

## CORE VALUES

Our core values are key to achieving our mission: to create a more sustainable world by using social and market forces to protect nature and improve the lives of farmers and forest communities. The values are a compass for our behavior that guides the way we work with our colleagues and partners.

Our core values are impact, change, collaboration, openness, and trust.



Embracing and working through the Rainforest Alliance's Core Values are important ways staff can ensure the Rainforest Alliance's culture is strong.

A strong culture is important to ensure the Rainforest Alliance has a foundation for organizational ethics and compliance. By embracing our Core Values, we create a culture where staff feel comfortable speaking up, where people are accountable for their actions, where our principles are practiced by our staff, and where the Rainforest Alliance's leadership sets a positive example for staff through their tone from the top.

## OUR TEAM

The Rainforest Alliance's talented, multilingual, and diverse staff works hand-in-hand around the world with farmers, foresters, businesses, researchers, civic organizations, and governments to meet our shared mission.

## OUR GLOBAL CODE OF CONDUCT

Our successes are not only due to the talent and dedication of our team, but also to our commitment to the highest ethical and professional standards, to adherence to the laws that govern our operations, and to a sense of teamwork and collaboration that values diversity, creativity, innovation, and individual professional growth.

This Code is designed to serve as a written guide to the established policies, practices, and regulations of the Rainforest Alliance that reflect our shared commitments, goals, and traditions.

In this Code, "management" refers to the Rainforest Alliance Leadership Team, department heads, supervisors, and individuals who have been assigned responsibility for the financial and administrative and/or Human Resources functions for an office.

All policies, procedures, and practices set forth here are subject to change at any time at the sole discretion of the Rainforest Alliance, to the extent permitted by, and in accordance with, applicable law. Only the Rainforest Alliance Leadership Team may alter or modify the policies in this Code. No statement or promise by a supervisor, manager, or representative may be interpreted as a change in policy, nor will it constitute an agreement with you.

Your supervisor, along with Human Resources, can provide more detailed answers to questions not fully answered in this Code.

## GENERAL COMPLIANCE

Certain applicable laws frequently extend to the operations of the Rainforest Alliance throughout the world, as well as to the activities of the Rainforest Alliance team, regardless of where they are stationed. This Code is crafted to consider all applicable laws that reach those countries and regions in which the Rainforest Alliance operates. Speaking broadly, all the local domestic laws of a given country will apply to the Rainforest Alliance operations within that country. In addition, some specific international-reaching laws of other countries can reach conduct worldwide and may also apply.

In some instances, there may be a conflict among applicable laws, or between applicable laws and this Code. When you encounter such a conflict, you must consult with the General Counsel to understand how to resolve that conflict properly. All policies and procedures outlined here,



including specifically any references to disciplinary action and termination, will be construed consistent with applicable law.

## CODE OF CONDUCT AND COMPLIANCE

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### COMPLIANCE WITH LAWS AND ETHICS

The Rainforest Alliance is committed to upholding the highest ethical, moral, and legal standards. The Rainforest Alliance's positive reputation is built upon the principles of fair dealing and ethical conduct of our team. Maintaining our reputation for integrity and excellence requires all staff to observe the spirit and letter of all applicable laws and regulations, as well as upholding the highest standards of conduct and personal integrity within the workplace and in all Rainforest Alliance-related activity.

The Rainforest Alliance will comply with all applicable laws and regulations and requires its team to conduct business in accordance with the letter, spirit, and intent of all applicable laws and to refrain from any illegal, dishonest, or unethical conduct. You must, therefore:

- Adhere to all applicable laws, policies, and procedures (including specifically this Code) and your written employment agreement (if any), and act at all times in the Rainforest Alliance's best interests;
- Use the Rainforest Alliance's finances and other resources in a lawful, ethical, and responsible manner;
- Comply with all safety and security laws, policies, and procedures;
- Comply with the Rainforest Alliance whistleblower policies, available on our website;
- Report to management any conduct that violates this Code, any Rainforest Alliance policy or procedure, and/or any potential safety and/or security breaches;
- Report to management any threatening and/or potentially violent behavior;
- Cooperate with investigations conducted by management, with the required level of confidentiality; and
- If you are a supervisor, you have the additional obligation to investigate reported or suspected violations of this Code or elevate those reports or suspected violations up the chain of command.

In general, the use of good judgment based on high ethical principles will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed with your supervisor, along with Human Resources.

### ENSURING OUR INTEGRITY

We have developed policies and procedures to help ensure transparency, integrity, and accountability throughout all our programs:

- [Financial independence](#): our rules for accepting donations
- [Decision making](#): how we ensure the decisions we make are done independently and transparently
- [Disclosure](#): rules we have adopted to avoid any conflict of interest
- [Oversight and accountability](#): how we review our decisions and report to international bodies that also double-check our procedures
- [Stakeholder feedback](#): on sustainable agriculture and forestry
- [Whistleblower policy](#): our procedures for reporting any illegal or unethical conduct related to our finances or any other aspect of our work



## CONFLICTS OF INTEREST

### *Personal Conflicts*

The Rainforest Alliance requires a standard of conduct that avoids both actual conflicts of interest and perceived conflicts of interest. Pursuant to our Conflict of Interest Policy, available on our website (our "[Conflict of Interest Policy](#)"), a conflict of interest may exist when the interests or concerns of any member of the board of directors, officer, or staff member of the Rainforest Alliance or any of its affiliates, or that person's "related parties," may be seen as competing with or in conflict with the interests or concerns of the Rainforest Alliance.

Employees and members of the board of directors are asked to sign a Conflict of Interest Disclosure Form at the start of their employment or service, on an annual basis thereafter and when a potential or actual conflict arises. The signing of the Disclosure Form indicates a person's understanding and agreement with the Conflict of Interest Policy. An employee who fails to disclose actual or possible conflicts of interest may be subject to disciplinary action, up to and including termination.

An internal committee reviews conflict of interest disclosures and reports its recommendations to our Audit and Risk Committee on a regular basis.

Our Conflict of Interest Policy can be found on the Rainforest Alliance website: [Rainforest Alliance Conflict of Interest Policy](#). The policy and disclosure form (along with examples of conflicts) are also available on the Rainforest Alliance intranet.

### *Organizational Conflicts*

In addition to the conflicts of interest above, you must also avoid organizational conflicts of interest.

An organizational conflict of interest occurs when your actions or activities put the interests of an outside entity before those of the Rainforest Alliance in a way that undercuts the Rainforest Alliance's interests or reputation. Organizational conflicts may include, but are not limited to:

- Advocating publicly for a position or a strategy that could harm the Rainforest Alliance's interests or relationships.
- Sharing proprietary information with others outside of the organization without first securing Rainforest Alliance's permission to do so.

Rainforest Alliance staff must be vigilant in identifying and avoiding conflicts.

### *Intra-Agency Fraternizations*

The Rainforest Alliance hopes coworkers will build friendships and has no policy forbidding employees from dating or being romantically involved, provided the relationship is entirely welcome, voluntary, and consensual, and is unrelated to professional duties. The employees' behavior during work hours should always be professional and not make others feel uncomfortable.

However, dating or romantic involvement between a supervisor and a direct report, or between a position of broad influence (such as a leadership team member, country lead, Human Resources staff member, a member of the board of directors, or any other employee or intern) is



apt to influence people's judgment and decision-making, and may be a conflict of interest or may lead to harassment or discriminatory conduct. Individuals in such a relationship must inform Human Resources or, if Human Resources is involved, the legal department. Possible alternative work-related solutions or other arrangements can be discussed.

Should any other questions or issues arise regarding this policy, please contact Human Resources or the legal department.

### **Employment of Relatives**

The Rainforest Alliance welcomes employment referrals from all its employees and permits members of the same family to work at the organization as an employee or consultant. However, unless prohibited by law, we will not consider or accept employment applications from relatives whose employment would result in a supervisor/subordinate relationship and/or in which the employee could have a substantial ability to influence the career of a relative or other potential conflict of interest would exist. Employees must disclose to Human Resources during the recruitment process if a candidate is a relative.

Relatives in these cases are defined as: parents, spouse or partner, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, step relationships or in-laws, or other any person with whom the employee has a close personal relationship. If you have a question regarding possible employment of a relative, please contact Human Resources.

## **CONFIDENTIALITY POLICY**

You may receive or become aware of confidential or sensitive information relating to the Rainforest Alliance or to its activities, employees, donors, clients, other stakeholders, or other individuals or entities related to the Rainforest Alliance. For the term of your activities with the Rainforest Alliance and thereafter, you agree to keep all such information confidential and not communicate, disclose, or otherwise use it, directly or indirectly, without the written consent of the Rainforest Alliance. Information that is or becomes publicly available is not considered confidential.

Any requests for employee, consultant, or vendor information from an outside party (including regulators, law firms, family members, and financial institutions) regarding verifications of employment must be directed to Human Resources for appropriate correspondence. Under no circumstances should any employee provide employee information to these entities. Please contact Human Resources with any questions on this matter.

All confidential or otherwise sensitive information that you handle or receive in the daily performance of your duties is the property of the Rainforest Alliance. All papers, documents, and computer-based data, including copies, must be returned to the Rainforest Alliance upon separation.

Anyone found violating this policy regarding confidential or otherwise sensitive information will be subject to disciplinary action, up to and including termination of employment, and legal action, even if the person in question does not benefit from the disclosure of information.

You must comply with the confidentiality obligations of this Code and the confidentiality obligations in any nondisclosure agreement or employment agreement you may have with the Rainforest Alliance. In the event of a conflict, the terms of your nondisclosure agreement or employment agreement govern.



## REPORTING AND RESPONDING TO COMPLAINTS

### Duty to report

The Rainforest Alliance believes you are integral to maintaining the Rainforest Alliance's integrity. You have an obligation to speak up if:

- You are unsure about the proper course of action to take and need advice regarding compliance with this Code or Rainforest Alliance policies;
- You believe misconduct has taken place or is about to take place;
- You believe you have been involved in misconduct; or,
- You suspect or know of violence/threats of violence; weapons in the workplace; and overt signs of extreme stress/resentment/hostility/anger/irrational behavior from employees, guests, or contractors. Reports of violence should be as fast, specific, and detailed as possible.

Speaking up in these situations is critical because it is the right thing to do and allows the Rainforest Alliance to quickly address potential issues. The duty to speak up arises not only in the case of suspected misconduct, but also in situations where you are concerned about your safety or the safety of others, or where you need guidance to determine the correct course of action. Concerns should be reported responsibly and in good faith.

You should always speak up if you think misconduct has taken place. However, you are not responsible for getting enough information to be certain, and you should not undertake an investigation yourself. Rather, you are responsible only for reporting in good faith what you observe.

Complaints should be made initially to your supervisor. If the complaint relates to or involves your supervisor, you may elevate the report directly to the alternative reporting option listed below. Staff are also welcome to utilize the applicable Whistleblower Policy or make a report via the Rainforest Alliance's hotline if they are uncomfortable reporting to their supervisor or if they wish to remain anonymous.

Supervisors and others in leadership roles *must* listen to and address concerns seriously, manage them with suitable levels of confidentiality, contact subject-matter experts within the Rainforest Alliance if called for, and take appropriate responsive action. Any supervisor or manager who receives a good faith complaint, or information about any violation within this Code, must immediately report that to a next-level supervisor, or to the department listed in the table below. Supervisors and managers are subject to discipline for failing to report this information appropriately and quickly.

Policy	Initial report	Alternative Reporting Line Option
<b>Employment policies</b>	Supervisor	Human Resources
<b>Discrimination, harassment, bullying, workplace violence Policy</b>	Supervisor	Human Resources
<b>Anti-corruption</b>	Supervisor	Global Internal Compliance
<b>Financial impropriety</b>	Supervisor	Global Internal Compliance
<b>Violations by contracting parties (non-certified entities)</b>	Supervisor	Global Internal Compliance



<b>including Safeguarding vulnerable people</b>		
<b>Safeguarding vulnerable people</b>	Supervisor	Global Internal Compliance
<b>Rainforest Alliance policy &amp; procedure</b>	Supervisor	Global Internal Compliance
<b>Organizational Conflicts</b>	Supervisor	Legal
<b>Confidentiality</b>	Supervisor	Legal
<b>Conflict of Interest</b>	Supervisor	Legal
<b>Political &amp; Lobbying Policy</b>	Supervisor	Legal
<b>Violations related to certified entities including Safeguarding vulnerable people</b>	Supervisor	Regions
<b>Complaints via Whistleblower Policy mechanisms (The Netherlands)</b>	Any member of the Leadership Team, Chairman of the Works Council when LT is involved, or External Advisor	
<b>Complaints via Whistleblower Policy mechanisms (all other entities)</b>	General Counsel	Board Audit and Risk Committee

### **Non-Retaliation Policy**

The Rainforest Alliance will not tolerate retaliation ("victimization" or "reprisals"), or threats of retaliation for raising good faith concerns or for participating in an investigation in good faith. The Rainforest Alliance has Whistleblower Policies applicable to all personnel and encourages individuals to report any good faith complaint. Of course, purposely false and malicious complaints may lead to disciplinary action, up to and including termination.

### **Whistleblower Policies**

The Rainforest Alliance maintains two Whistleblower Policies. The Rainforest Alliance, Inc. Whistleblower Policy, which can be found at [this link](#), is applicable to all Rainforest Alliance staff except for those employed by Rainforest Alliance B.V. and Stichting Rainforest Alliance. Employees of Rainforest Alliance B. V. and Stichting Rainforest Alliance must comply with the Whistleblower Policy outlined in the [Employee Handbook](#).

### **Hotline**

The Rainforest Alliance has a third-party hotline available for all types of claims. If for any reason, you feel uncomfortable speaking with your supervisor, the alternative reporting line, or under the Whistleblower Policy procedure, you may use the hotline. The hotline number can be found posted within the Rainforest Alliance's offices, on the Rainforest Alliance's integrity page on its website, or on the Rainforest Alliance's intranet.

### **Complaints Received from Outside the Rainforest Alliance**

Complaints received from individuals outside of the Rainforest Alliance must also be reported to a supervisor or in accordance with the department specified in the alternative reporting table above.



If a complaint of misconduct is made, management will, as appropriate (1) conduct a timely investigation, (2) document and report on the results of the investigation to senior leadership, and (3) take appropriate action based on the facts and circumstances, including, where appropriate, corrective action to prevent future acts, discipline of employees up to termination of employment, and referral to law enforcement authorities. The Rainforest Alliance will treat investigations of complaints as confidential, to the extent possible.

## **Investigation**

The Rainforest Alliance will thoroughly investigate all complaints appropriate for investigation. We will make every effort to protect confidentiality as practical or when required by law. The Rainforest Alliance may suspend the target of an investigation, during an investigation as appropriate and allowed by law. If required in the circumstances, allegations may need to be referred to a relevant authority such as social care services or the police. The Rainforest Alliance's team members may also be subject to discipline, dismissal, or termination.

## **POLITICAL & LOBBYING ACTIVITIES**

Because our parent organization is exempt from U.S. federal income taxation under section 501(c)(3) of the U.S. Internal Revenue Code, the Rainforest Alliance is prohibited from participating or intervening (directly or indirectly) in, or contributing to, any political party or political campaign on behalf of (or in opposition to) any candidate for elected public office, in the U.S. or elsewhere, or devoting a substantial part of its activities to lobbying for or against any legislation. The Rainforest Alliance is strictly prohibited from engaging in activities in support or opposition of any candidate for public office. You have a responsibility to avoid giving the appearance of Rainforest Alliance participation in any such activities.

As private individuals, each of us has the right to support candidates for public office and to communicate with our elected representatives. However, such activities must not be done during work hours or involve the use of Rainforest Alliance facilities, equipment, or other resources, including for example, telephones, computers, email, office space, bulletin boards, and stationery.

For example, you may not respond to or forward emails regarding political campaigns or activities using a Rainforest Alliance email account, and you must make it clear under all circumstances that your activities are being conducted purely in a personal capacity and not on behalf of or in connection with the Rainforest Alliance.

Communications and advocacy statements should be in line with established Rainforest Alliance positions and evidence, and in case of doubt, should be discussed with your supervisor.

The following are some examples of activities that, if done on behalf of or in connection with the Rainforest Alliance would be considered impermissible lobbying:

- Endorsing or rating candidates;
- Making oral or written statements in support of or in opposition to a political candidate;
- Making or soliciting contributions to or for political candidates or organizations;
- Providing Rainforest Alliance facilities, assets, or resources (including contact lists) to influence an election; or
- Lending Rainforest Alliance employees to a campaign or having representatives speak about a candidate.

Questions regarding political or lobbying activities should be directed to the General Counsel.



## ANTI-CORRUPTION POLICY

It is the Rainforest Alliance's policy that all staff and other agents acting on behalf of the Rainforest Alliance ("Agents") must adhere strictly to all applicable anti-corruption and anti-bribery laws, including local bribery laws, the U.S. Foreign Corrupt Practices Act (the "FCPA"), the UK Bribery Act (if applicable), and all other anti-corruption laws of each country in which the Rainforest Alliance operates. The requirements of this Code apply even if local law permits business conduct otherwise prohibited by this Code.

The Rainforest Alliance believes that strong adherence to an Anti-Corruption Policy both strengthens our operational efficiency and adds value to our work. In a global market, anti-competitive and corrupt practices are both unethical and unsustainable.

You are required to contact your immediate supervisor (if you are an employee, intern, or volunteer) or Global Internal Compliance, and the General Counsel whenever you think you may be engaging in conduct raising even potential issues under applicable anti-corruption and anti-bribery laws.

### Gifts, Hospitality, and Loans

You may not offer or receive anything of value to or from an external source while conducting Rainforest Alliance business or when acting in any way on behalf of the Rainforest Alliance. For purposes of this Code, "anything of value" includes gifts and loans exceeding US \$50 but excludes nominal items such as food and drink at business meetings and, provided advance permission is obtained from your immediate supervisor or Human Resources, reasonable and proportionate accommodation while conducting Rainforest Alliance business and modest entertainment in a business context. However, you may not accept or offer any excessive or lavish hospitality. Excessive or lavish hospitality can trigger an offence under applicable anti-corruption and anti-bribery laws. You are also prohibited from soliciting any gift or gratuity from a prospective vendor, supplier, or contractor.

There may be situations where it is culturally inappropriate to reject a gift. In such situations, staff may accept the gift and turn it over to the Rainforest Alliance. If such a situation occurs, please contact Global Internal Compliance or Human Resources, who will direct you on how to manage the gift.

No one acting for or on behalf of the Rainforest Alliance may, directly or indirectly, offer, make, promise, approve, or authorize the making of any Prohibited Payment to a Government Official.

For purposes of this Code, a "Prohibited Payment" is any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, including charitable contributions, directly or indirectly, to a Government Official, political party, agent, or third party for the purpose of influencing any act or decision of the Government Official in his or her official capacity. On occasion and in very limited situations, social amenities, entertainment, and other courtesies may be extended to Government Officials or employees where allowable under applicable law and with the prior consent of the General Counsel.

For purposes of this Code, a "Government Official" is:

- a) any officer or employee of a government or department (whether executive, legislative, judicial, or administrative) or agency or instrumentality of such government, including a regional governmental body or a government-owned or -controlled business;



- b) any person acting in an official capacity for or on behalf of such government, department, agency, or instrumentality;
- c) any person holding a legislative, administrative, or judicial office, whether appointed or elected;
- d) any person exercising a governmental function, including for a government agency or government enterprise;
- e) an agent, advisor, or consultant to such person;
- f) an officer of a political party or a candidate for public office; or
- g) an officer, employee, or person acting in an official capacity for or on behalf of a public international organization (that is, any international organization formed by states, governments, or other public international organizations, including, for example, the United Nations and The World Bank).

We have zero tolerance to the paying of Facilitation Payments, however small, unless facing situations of danger to health and safety, as explained below.

For purposes of this Code, a “Facilitation Payment” is any payment (usually in cash) in order to encourage Government Officials to perform a duty they should be performing in any event, without any extra payment, such as (for example) where a Government Official demands US \$30 cash in order to process a visa “more quickly” where the legal fee for the visa has already been paid in advance, and the demand is not for an additional and legally permitted expediting fee. It further includes illegal payment demands by Government Officials in the context of obtaining permits and licenses or by a supplier that is a government-owned enterprise providing services such as power, water, loading of cargo, and telephone services.

When faced with demands for a Facilitation Payment, if you are in a situation of danger to your health or safety, the facilitation demand should not be challenged but the demand and payment must be reported, and a receipt must be obtained if at all possible. If your health or safety is not in danger, you should challenge the legality of the demand, ask to speak to a superior officer, and, if unsure if the demand is legal or not, report the demand to the General Counsel.

## The UK Bribery Act

As well as prohibiting the bribery of public officials (following the FCPA), the UK Bribery Act prohibits bribery in private-to-private business transactions. It makes it an “offence” to offer or receive any advantage or benefit with intent to induce or reward a breach of trust, good faith, or impartiality. If a member of staff offers or accepts anything of value contrary to the stated policy, it may amount to an offence under the UK Bribery Act (if applicable).

Under the UK Bribery Act, if applicable, if a bribe is offered by an associate of the Rainforest Alliance in the course of Rainforest Alliance business, the *organization* could be liable for failing to prevent it. An “associate” is anyone who provides a service to the Rainforest Alliance, including agents, consultants, intermediates, and suppliers.

The UK Bribery Act may apply to all Rainforest Alliance Agents, regardless of their location.

## Agents

It is crucial that all our Agents understand and enforce our anti-corruption policies. Any expenses incurred by an Agent in connection with the matters discussed here must be accurately



recorded on the Rainforest Alliance's books and records, with explicit specification of the amount and reason for the expense. Payment in cash for these expenses is strictly prohibited.

## **FINANCIAL IMPROPRIETY POLICY**

The Rainforest Alliance's financial integrity and credibility are critical to our donors, funders, governments, partners, and clients. The Rainforest Alliance has a number of internal controls designed to ensure accurate financial records and prevent corruption, fraud, and waste. These controls can be found on the [policies and procedures section of the intranet](#). The policies include: 1. Banking and Signature Authority; 2. Agreements; 3. Accounting; 4. Signature Authority; 5. Company Credit Cards; 6. Business Expense; 7. Donor Financial Reports; 8. Record Retention; and 9. Travel Policies, among others.

Our commitment to fiscal responsibility requires that anyone who represents the Rainforest Alliance conducts business consistent with the Rainforest Alliance's fiscal controls, policies, procedures, applicable laws, and funder/donor requirements, and to protect and safeguard Rainforest Alliance assets.

If you participate in administration or financial management or reporting, you must follow generally accepted accounting principles, ensure that the books and records of the Rainforest Alliance and affiliates accurately and fairly reflect all transactions, properly record all funds, follow our internal policies and procedures, and meet the requirements of our donors and external auditors.

## **POLICY AGAINST DISCRIMINATION, HARASSMENT, AND WORKPLACE VIOLENCE**

The Rainforest Alliance is committed to a congenial work environment—we treat one another with respect and dignity. Rainforest Alliance employees deserve to work in a professional atmosphere free from illegal discrimination, harassment, bullying, and violence.

This global policy against discrimination, harassment, and workplace violence applies in all Rainforest Alliance workplaces and at all our functions, operations, and events. The policy is in three parts, setting out Rainforest Alliance rules against (1) illegal workplace discrimination, (2) illegal harassment and bullying, and (3) workplace violence.

### ***Policy Against Illegal Workplace Discrimination***

The Rainforest Alliance supports equal employment opportunity—that is, no illegal discrimination—in recruitment, hiring, compensation, benefits, termination, and all other employment terms and conditions. We prohibit all illegal workplace discrimination.

Laws in all Rainforest Alliance jurisdictions prohibit employment discrimination motivated by certain specific traits or characteristics of applicants and employees. The specific traits or characteristics that are protected from discrimination differs from jurisdiction to jurisdiction.

- Common examples of “protected” traits and characteristics include: race, national origin, religion, gender, sexual orientation, disability, and pregnancy.
- Certain jurisdictions also protect other traits and characteristics—examples include gender expression, marital/family status, genetic information, military veteran status, citizenship status, political opinion/belief, and age.



All Rainforest Alliance employees and non-employee independent contractors must comply with applicable discrimination laws, in recruitment/hiring and during employment, in setting compensation rates, evaluating subordinates, and terminating employment. The Rainforest Alliance may discipline, dismiss, or terminate the employment or independent contract of anyone who commits illegal discrimination.

In some contexts, complying with these discrimination laws requires offering reasonable accommodations (for example, accommodating an employee's religion or disability by making reasonable changes to job tasks or schedules). The Rainforest Alliance makes all reasonable accommodations required by law. Any employee requesting an accommodation should raise the issue with a supervisor, management, or Human Resources.

### **Policy Against Illegal Harassment**

"Harassment" is unreasonably offensive conduct, especially when it demeans, humiliates, or embarrasses the victim, based on the victim's "protected status" (gender, race, religion, and the like). Harassment may be verbal or physical. Laws in all Rainforest Alliance jurisdictions prohibit serious forms of workplace harassment, and the Rainforest Alliance strictly prohibits all illegal harassment.

Of course, difficult situations arise in the workplace and not all unpleasant behavior amounts to harassment. "Harassment" does not include the reasonable exercise of management functions (giving reasonable instructions or directions, providing constructive criticism and counseling, enforcing workplace standards, and taking corrective and disciplinary action, for example).

While sex harassment can be a particular problem, harassment laws prohibit more than just sex harassment. Some jurisdictions' harassment laws prohibit unreasonably offensive conduct where the harasser's motive is a *legally-protected trait or characteristic of the victim*—like, for example, religious harassment motivated by the victim's religion, as well as sex harassment motivated by the victim's gender. (See the above discussion of legally-protected traits/characteristics.) Some other jurisdictions' harassment laws also prohibit unreasonably offensive conduct *regardless of the harasser's motive*; in these jurisdictions, illegal harassment can include bullying and abusive conduct. In some contexts, harassment can be a crime.

Illegal harassment usually occurs between a supervisor and a subordinate, but it can possibly arise out of repeated, pervasive interactions among co-workers, or with beneficiaries (which is covered by the Safeguarding Vulnerable Persons Policy). Examples of behaviors that might amount to illegal harassment include: negative stereotyping, slurs, threats, intimidation, hostile acts, denigrating material posted or circulated in the workplace, unwanted sexual advances or propositions, inappropriate sexual conduct, unwelcome touching, obscene language or gestures, sexual jokes, and indecent exposure.

All Rainforest Alliance staff must comply with applicable laws against workplace harassment. The Rainforest Alliance may discipline, dismiss, or terminate anyone who commits illegal harassment.

### **Bullying**

In addition, the Rainforest Alliance prohibits unreasonable *workplace bullying and abusive conduct*, that is repeated or extreme, and health-harming, regardless of motive, and even in jurisdictions where that bullying and abusive conduct does not constitute illegal harassment. Unacceptable bullying is abusive conduct that includes: (a) threatening, humiliating, or intimidating behavior, (b) work interference, exclusion, or sabotage that prevents work from



getting done, and (c) extreme or repeated verbal abuse. The Rainforest Alliance will discipline, dismiss, or terminate anyone who bullies or commits abusive conduct.

It is important to distinguish between bullying and appropriate workplace supervision. Reasonable supervisory actions include performance feedback, monitoring or limiting sensitive information for legitimate business reasons, setting aggressive goals, counseling or disciplining an employee for misconduct, and investigating potential misconduct.

Differences of opinion, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute workplace bullying.

### **Policy Against Workplace Violence**

The Rainforest Alliance does not tolerate any workplace violence—including any act or threat of violence by an employee, non-employee independent contractor or anyone else on Rainforest Alliance premises, while engaging in Rainforest Alliance business or at events or functions.

“Workplace violence” includes: conduct that threatens, intimidates, or coerces; purposely injuring someone physically; threatening remarks; aggressive or hostile behavior that creates a reasonable fear of injury or subjects someone to emotional distress; intentionally damaging the Rainforest Alliance’s or an employee’s property; possessing a weapon while on Rainforest Alliance property or while conducting Rainforest Alliance business; and stalking (including stalking-like behaviors).

Rainforest Alliance staff may not commit workplace violence. The Rainforest Alliance may discipline, dismiss, or terminate anyone who does.

### **SAFEGUARDING VULNERABLE PEOPLES**

The Rainforest Alliance strives to safeguard the welfare of vulnerable people with whom we come into contact as part of the Rainforest Alliance’s work. Vulnerable persons include children, young adults under 18 years of age, and vulnerable adults, who are at heightened risk of abuse and discrimination because of an increased susceptibility based on characteristics such as gender, ethnicity, disability, sexuality, poverty, or belief. The term vulnerable adults also broadly means adults in receipt of personal, medical, or day-to-day care irrespective of whether that occurs at home, in a hospital, a care home, a day care center, a prison, or other locations.

We take very seriously our responsibility and duty to ensure that we, as an organization, as well as anyone who represents us, does not in any way harm, abuse, or commit any other act of violence against vulnerable people or place them at risk. We will challenge and not tolerate inequality, discrimination, humiliation, or exclusion. This policy should guide employee, consultant, and third-party conduct toward and regarding beneficiaries who are vulnerable persons.

The Rainforest Alliance believes that the welfare of any vulnerable persons with whom we come into contact is paramount. Staff must not let any allegations made by a vulnerable person go un-investigated, unrecorded, or not acted upon. Staff must also report any suspected abuse or violations of this policy by staff, anyone representing the Rainforest Alliance, or third parties funded by the Rainforest Alliance consistent with the reporting mechanisms set out in this Code.

At all times we should:

- Reject all forms of exploitation and/or abuse;



- Be alert to signs of abuse;
- Maintain appropriate boundaries with those with whom we come into contact;
- Incorporate safeguarding principals into Rainforest Alliance work and implementation where appropriate; and
- Comply with all applicable laws, regulations, or customs regarding the photography, filming, or other image-generating activities of vulnerable persons.

We should never:

- Show favoritism or treat any person unfavorably among beneficiaries or beneficiary communities;
- Place ourselves in a potentially compromising situation or situations that could be interpreted as compromising by another party such as spending unnecessary amounts of time alone with a vulnerable person away from others; or
- Steal or withhold financial or material possessions, such as in exchange for participation in a Rainforest Alliance project.

## **PROPER USE AND RETURN OF OUR PROPERTY**

You may be provided with Rainforest Alliance property, including but not limited to tools, keys, computers, equipment, files, materials, and written information (including all copies) that are used by you or are in your possession or control. You are expected to take reasonable steps to safeguard such property from loss or breakage. Upon your departure from the Rainforest Alliance or at any time upon request, all Rainforest Alliance property must be returned. The Rainforest Alliance will take all action deemed appropriate to recover its property.