

August 2014

Habitat for Humanity New Zealand

Introduction

The Ethics Covenant at Habitat for Humanity New Zealand is a promise made by all employees¹ that we will undertake our work while adhering to the highest standards of ethical conduct. As individuals and as an organisation, our conduct in the matters addressed in this Covenant directly impacts our ability to unite people behind our mission.

Summary

Habitat employees will:

- *Safeguard our assets. -*
- *Create and maintain accurate records and reports. -*
- *Protect confidential information and proprietary material. -*
- *Fully comply with all laws and regulations. -*
- *Avoid or remove themselves from conflicts of interest. -*
- *Treat all donors, employees, volunteers, partners and suppliers fairly and according to any applicable policies. -*
- *Respect the human rights of all people. -*
- *Protect beneficiaries and children from exploitation and abuse. -*
- *Address all possible ethical violations. -*

As a HABITAT employee, I will:

1. Safeguard our assets.

I am responsible for safeguarding all our assets under my control and for providing accurate, auditable records of those assets, including cash where applicable. I will use reasonable care to protect and safeguard all HABITAT assets entrusted to me, using at least the same care I would use to protect my own personal assets under similar circumstances.

I will use HABITAT assets only for business-related purposes and in the best interest of HABITAT. I will not steal, misappropriate or divert HABITAT funds, property or other assets for my personal benefit or otherwise engage in any fraudulent activity involving HABITAT's operations.

I am responsible for the careful, cost-conscious and effective use of all HABITAT funds, including those for travel and entertainment. When using HABITAT expense

¹ "Employee" refers to a person working for the Affiliate or for National Support Centre and includes but is not limited to employees, contractors, volunteers and board members.

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accounts, I will charge or request reimbursement only for expenses that are allowable under HABITAT policy and will fully and clearly document all expenses.

I will not remove any HABITAT equipment without prior permission. Regardless of its current usage or condition, I will not sell, loan, give away or otherwise dispose of HABITAT property without proper authorization consistent with applicable procedures.

2. Create and maintain accurate records and reports.

I will keep accurate, auditable records of all HABITAT transactions. I will never make entries to intentionally hide or disguise the true nature of any transaction or to create funds to be used for other purposes.

I will use best efforts to ensure that any information that I record and submit to other parties – whether inside or outside HABITAT – will be accurate, timely and complete. I will never use a report (financial or nonfinancial) to mislead those who receive them or to conceal anything.

I will maintain records according to the records management policy and the records retention schedule.

3. Protect confidential information and proprietary material.

I will protect HABITAT's confidential information. Confidential information is information that is not generally known outside of an organisation and is not known by public means; it includes financial reports, board reports, donor information, personnel information and vendor bids. Confidential information may also include information provided to HABITAT by another party pursuant to a confidentiality/nondisclosure agreement.

Unless I receive prior approval, I will not disclose confidential HABITAT information — even if it does not put HABITAT at a competitive disadvantage. Likewise, I will respect the confidentiality of information given to me in confidence by others.

If it is necessary to receive or disclose confidential information in the context of a specific business transaction, I will discuss the situation with my supervisor and, as appropriate, with HABITAT legal counsel.

Apart from legally recognised “fair uses” of proprietary material such as copyrights and trademarks, I will not use proprietary material without permission of the owner. This includes unauthorised duplication of computer software and making multiple copies of a publication when only a single copy has been purchased.

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4. Perform my duties in full compliance with all laws and regulations governing tax-exempt entities.

I will help protect HABITAT's status as a not-for-profit organisation with tax-exempt status by not using HABITAT assets to endorse political candidates, mobilise supporters to elect or defeat candidates, or align HABITAT with political parties. (Communication with government officials and the general public about positions on legislation is permissible, in consultation with HABITAT advocacy staff, as long as government funds are not used.)

When I participate in personal political activity or make political contributions, I will make clear that I am acting on my own behalf and not on behalf of HABITAT.

5. Perform my duties in full compliance with all laws and regulations governing business activities.

I will avoid all actions that could be construed as being anti-competitive, monopolistic or otherwise contrary to competitive practices in the marketplace. For example, I will not involve HABITAT in unfair competition, price-fixing or bid-rigging arrangements; unacceptable exclusive dealings; or any other illegal marketplace practices.

Some of the most common fair trade questions arise in the context of marketing, sales or purchasing responsibilities; discussions with competitors; and attendance at trade or professional association meetings. If I am unclear about whether a specific activity is in violation of antitrust or other fair trade laws, I will talk with my supervisor or HABITAT legal counsel.

I will never accept, give or facilitate any bribes, kickbacks, extraordinary commissions and other unusual payments.

I will not knowingly participate in any acts that violate any applicable law, rule or regulation of any government, governmental agency or regulatory body.

6. Avoid potential conflicts of interest and avoid or remove myself from any actual conflicts of interest.

An actual or potential conflict of interest occurs when a person is in a position to influence a decision that may result in a direct or indirect personal gain to that person or a relative as the result of HABITAT's ministry.

If I cannot avoid a conflict or otherwise resolve it, then I will remove myself from the conflict situation.

Without prior approval from my supervisor, I will not engage in any business transaction on behalf of HABITAT with anyone to whom I am related or with a business where a relative is a principal officer, decision-maker or financial beneficiary.

If I have occasion to use company suppliers or contractors for personal business, I will personally pay full market value for services rendered and materials provided.

I will not accept payment from another organisation or individual for doing work that HABITAT pays me to do in the course of my employment. For example, if I am offered an honorarium or fee — either money or a gift — for the preparation or delivery of a presentation about HABITAT or any aspect of its operation, I will either tactfully decline it or have it paid to HABITAT.

I will obtain my supervisor's approval before agreeing to serve on HABITAT's behalf on an outside board of directors. Approval must then be reported to HABITAT's Chief Operating Officer. In consultation with HABITAT, I will either decline or have paid to HABITAT any fees for outside board service.

Business gifts

Business-related gifts (including services, discounts, entertainment, travel, meals, promotional materials or samples) present situations that are inherently compromising. I will examine each situation with a bias against the gift.

Neither I nor members of my immediate family will accept gifts from an actual or potential customer, supplier or business; from any professional person with whom I do or to whom I may refer business; or from anyone acting on their behalf, unless the following conditions are met:

- The gift is sent to the workplace, not my home.
- The gift is occasional and valued at no more than \$50 or, if valued at more than \$50, the gift is made available in a team space or common area for

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others to share (e.g., fruit baskets, boxes of candy).

Meals and other business entertainments are subject to the same standard: They must be modest, infrequent and, as far as possible, on a reciprocal basis.

Outside financial interests and jobs

I will not engage in outside business activities such as simultaneous employment, financial interests (including business ownership) and service on public bodies unless all of the following conditions are met:

- The relationship between the business activity and my work at HABITAT is inconsequential.
- My ownership and participation in the business is not related to my work at HABITAT.
- No competitive or other commercial relationship exists between the outside business concern and HABITAT.

Neither I nor my immediate family will have an ownership or other significant financial interest in or be employed by any supplier, contractor, customer or competitor with whom I deal in my job without prior full disclosure and written clearance from my supervisor and the CEO of HFHNZ Ltd.

Similarly, I will not seek to enter HABITAT in any transaction with a business in which a current employee has any such financial relationship without prior full disclosure and clearance from the Chief Operating Officer.

I will not engage in any outside activity that interferes with or influences the performance of my HABITAT duties, divides my loyalty, allows for a possible conflict of interest, or results in a situation involving double compensation.

I will endeavor to render my best efforts to HABITAT's ministry and will not engage in any outside business interest or employment that diverts my attention from my HABITAT responsibilities or that otherwise act to the detriment of the organization.

(For purposes of this Covenant, ownership of securities in a publicly traded company with which HABITAT does business will not be considered a conflict of interest provided your ownership interest is minimal.)

7. Treat all donors, affiliate/national support centre employees and volunteers, partners, and

suppliers fairly and in accordance with HABITAT rules.

I will treat donors, affiliate/national support centre employees and volunteers, partners, and suppliers with respect and fairness. Consequently, in my work with donors, employees, volunteers and suppliers, I will not:

- Make promises that are not allowed by HABITAT business rules or other policies.
- Include any intentional misrepresentations.
- Offer benefits or rewards in violation of laws, regulations or generally accepted business practices.

I will choose suppliers and make purchasing decisions in a manner that is consistent with this Covenant. Ethical buying practices involve making decisions on the basis of price, quality, quantity, delivery or services. Purchasing decisions frequently present situations where a conflict of interest is possible. I will disclose any possible conflict of interest and remove myself from situations where such conflict is present.

8. Respect the human rights of all people and protect beneficiaries and children from exploitation and abuse.

Consistent with standards established by the United Nations, I will respect and promote the human rights of all people, with particular attention to beneficiaries, without discrimination of any kind.

I will treat all beneficiaries with respect, courtesy and dignity.

I will not engage in any abuse of authority, position or influence by withholding humanitarian assistance or manipulating selection or targeting processes for beneficiaries.

I will conduct myself in a manner consistent with the standards adopted by the United Nations to protect beneficiaries and children from sexual exploitation and abuse, particularly but not exclusively during humanitarian crises. Such activity constitutes gross misconduct and is therefore grounds for termination of employment. Consequently, I recognise the following standards and will support them in the course of my duties:

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- HABITAT employees will never engage in sexual exploitation or abuse.
- HABITAT employees will never engage in sexual activity with a child (person under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense. The sole exception in applying this principle may be in the instance where an employee or volunteer is legally married to a person under the age of 18.
- HABITAT employees and volunteers will never exchange money, employment, goods or services, including assistance that is due to beneficiaries, for sex, sexual favors or other forms of humiliating, degrading or exploitative behavior.
 - HABITAT employees and volunteers are strongly discouraged from engaging in sexual relationships with beneficiaries since they are based on inherently unequal power dynamics destroying the integrity of our work.

Similarly, I will make a report if I have a possible conflict of interest, if I am aware of a situation where a conflict of interest may exist, or if I believe that, as a matter of conscience, I cannot do something that I am asked to do.

The reporting required by this Covenant does not negate or replace my reporting obligations under associated HABITAT policies, such as policies regarding Fraud Management, Harassment and Discrimination, and Conflict of Interest.

- If I develop concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether an employee or volunteer of HABITAT or another humanitarian aid agency, I will report such concerns via established agency reporting mechanisms.
- I will create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of HABITAT's code of conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

9. Address any possible ethical violations.

I will report violations of this Covenant to my supervisor, If you raise questions or suspicions regarding violations of this Covenant in good faith, you will not lose your job

or suffer harassment, retaliation or adverse employment consequences.

Conversely, you will be subject to disciplinary action, up to and including termination and legal action if you:

- Retaliate against a colleague for reporting a concern or cooperating in a formal inquiry.
- Maliciously and falsely report misconduct.
- Violate the law or HABITAT policies.
- Deliberately withhold information during an ethics investigation.

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Acknowledgement of the Ethics Covenant

This form is to be completed and signed by every HABITAT employee at the beginning of employment and reviewed annually as part of the job planning process.

1. I acknowledge that I have received a copy of the HABITAT Ethics Covenant (“Covenant”) dated August 2014.
 - a. I understand that it is my responsibility to read and comply with the Covenant and any revision made to it.
 - b. I understand that:
 - i. I am subject to the Covenant and am required to comply with it.
 - ii. Any employees under my supervision are also subject to the Covenant and that I am responsible for communicating and interpreting the Covenant to those employees.
 - iii. I am responsible for reporting any possible conflict of interest that involves me, is reported to me, or that I observe.
 - iv. I am responsible for reporting any complaints that I receive under the Covenant reporting provisions as well as any other violations of the Covenant that I observe.
2. I certify that to the best of my knowledge, I am in full compliance with the Covenant except as previously reported in writing as follows:

Name (Please Print)	Title
Signature	Date