



JACOBS, CORDOVA & ASSOCIATES
international leaders in regulatory reform

Jacobs, Cordova & Associates Supplier Code of Conduct

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Introduction

Jacobs, Cordova & Associates (JC&A) believes in upholding our mission values and responsibilities through all steps of the work we conduct. JC&A is committed to following and supporting the *Ten Principles of the UN Global Compact*. This Code of Conduct incorporates these Ten Principles into proactive, action-oriented procedures that channels JC&A's values and culture of integrity, upholding our reputation as a leader.

References in the Code to "suppliers" are intended to cover consultants, employees, suppliers, providers, and any other third-party doing business with JC&A. We require our suppliers to abide by all applicable laws and regulations, within the geographic scope in which our suppliers conduct and/or maintain business.

JC&A expects our suppliers to read and understand our Supplier Code of Conduct and flow down the Code to all related entities that provide goods or services to JC&A. By accepting work with JC&A, suppliers acknowledge their acceptance of the guidelines of the Code of Conduct and intend to comply with its requirements

The following Code represents JC&A's commitment to addressing the following issues.

Human Rights

Anti-Slavery and Human Trafficking Policy

JC&A is committed to acting ethically and honestly in all business dealings and relationships. JC&A identifies slave labor and human trafficking by the common deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. JC&A is committed to ensuring that modern slavery does not take place within JC&A's business proper or within JC&A's supply chains. This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third party representatives and business partners. The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

JC&A has zero tolerance for sexual abuse and trafficking. Suppliers should be aware of and follow this policy, and report to any JC&A Director or to our Managing Director at scottjacobs@regulatoryreform.com any infractions. Or to the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org. JC&A is committed to acting ethically and honestly in all business dealings and relationships. JC&A identifies slave labor and human trafficking by the common deprivation of a person's liberty by another to exploit them for personal or commercial gain. JC&A is committed to ensuring that modern slavery does not take place within JC&A's business proper or within JC&A's supply chains. This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, and business partners. The prevention, detection, and reporting of modern slavery in any part of our business or supply chains is the responsibility of those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy. JC&A follows the US Government policy which is repeated below:

52.222-50: Combating Trafficking in Persons (<https://www.acquisition.gov/far/52.222-50>)

COMBATING TRAFFICKING IN PERSONS (NOV 2021)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;
 - (ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees.

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
- (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees' recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Equal Opportunity

Suppliers must ensure that all employment practices, including recruiting, hiring, transfers, promotions, compensation, benefits and termination practices, will be on the basis of job performance and without regard to race, creed, color, religion, national origin, sex, sexual orientation, religion, or age. This policy also applies to



qualified disabled veterans, persons with physical or mental handicaps, and veterans. Safe and healthful working conditions must be provided employees at all locations.

Harassment

JC&A has zero tolerance for harassment. The suppliers of Jacobs, Cordova & Associates must provide a workplace free of tensions involving matters which do not relate to the company's business. In particular, an atmosphere of tension created by ethnic or religious remarks or animosity, unwelcome sexual advances, requests for sexual favors, or other conduct deemed harassing in nature does not belong in its workplace.

Diversity and Equity Policy

Suppliers must provide diversity and equality to all in employment, irrespective of their gender, race, ethnic origin, disability, age, nationality, national origin, sexuality, religion or belief, marital status and social class. All employees, whether part time, full-time, or temporary, must be treated fairly and equally. Selection for employment, promotion, training, or any other benefit must be based on aptitude and ability.

Employment & Working Conditions

Other laws that are necessary to be followed by suppliers are local wage and labor laws, including, but not limited to minimum working age laws. All temporary, dispatch and outsources labor must be in accordance with local laws. Working environments should be safe, healthy, and in compliance with local laws to reduce occupational hazards. Working environments should be one that is free of illicit drugs, alcohol and other substances that may impair performance or decision-making capabilities.

Ethics

JC&A has a record of successfully performing every engagement it has undertaken. We have an excellent reputation for our work, as well as for our integrity, adherence to ethical values, and concern for customer satisfaction. JC&A expects our suppliers to act in an ethical manner and with integrity and in compliance with all applicable laws.

Anti-Corruption

All suppliers must provide an accurate and auditable record of all financial transactions, company books, records, and accounts must be maintained in conformity with generally accepted accounting principles and the standards established by the Foreign Corrupt Practices Act of 1977, as amended.

Our supplier system incorporates by reference, the Federal Acquisition Regulation (FAR), and all other terms and conditions required by local statutes and regulations. Specifically, JC&A does not tolerate the willful violation or circumvention of any laws of the United States, its states, counties, cities, or a foreign country by a supplier.

Compliance with Laws

In complying with the laws and regulations that apply to business at all government levels in the United States and abroad, we believe suppliers will find the following information useful.

Please bear in mind as you read the materials that the laws and customs of one country may conflict with those of another. You must learn to recognize such discrepancies and, if a conflict appears, report the matter to the responsible Director.

Payments to Government Officials

U.S. Federal laws also prohibit all officers, directors, employees, and agents, including suppliers of JC&A from making any payments to officials of foreign governments, directly or indirectly, including using agents or intermediaries, with a view toward influencing an action or decision. No such payments are to be made under any circumstances.

Suppliers in the United States and in foreign countries are legally prohibited from offering, promising, or bestowing money, gifts, loans, rewards, services, use of facilities, lavish or extensive entertainment, or other favors to a government official or employee with a view toward influencing or inducing such official or employee to use his/her influence to affect an action or decision. You must refrain from such acts. This includes any employee of a national, state, or local government agency.

Commercial Bribery

Suppliers may not to make a payment either directly or indirectly or as a kickback to influence someone else, nor are you allowed to accept anything of value from someone who wants to do business with the company. With the exception of government officials acting on a procurement, inexpensive advertising, and promotional items are not considered to have "value," and an occasional business meal may be accepted or given if it has a value of under \$25. JC&A suppliers strongly discourages receiving or giving any gifts to any individual.

Antitrust

Trade: Sherman Antitrust Act - Essence of the Law.

The Sherman Antitrust Act is the most important of the antitrust laws. It prohibits and makes unlawful any contract, combination, or conspiracy in restraint of trade (e.g., rigged bids). The Sherman Antitrust Act covers any contract, agreement, understanding, arrangement, plan or scheme, written or unwritten, formal or informal, expressed or inferred from conduct or circumstances, with any competitor or the employee or representative of any, competitor, with respect to such matters as: (a) prices; (b) terms and conditions of sale or credit; (c) allocation or division of territories, sales, customers or jobs; (d) limitations on production or distribution; or (e) group boycotts or concerted refusals to deal with customers. All are examples of so-called "per se" violations, which are violations in and of themselves and for this there is no justification or defense.

The Act also prohibits the use of trade relations and reciprocity in relations with suppliers. It does not prohibit the company from purchasing products from companies that purchase from us, but it does prohibit any understanding or agreement that purchases by one party are conditional upon purchases by the other.

Guidelines for Compliance

Suppliers, in the normal course of business, may have some communication with employees and representatives of competitors. However, such communications must be kept to a minimum, and you must be careful that they do not form the basis for misinterpretation or for inferences of illegal activity. In addition, concealment is prohibited. You may not communicate with any competitors or their employees or representatives about: (a) prices to be charged; (b) terms and conditions of sale or credit other than in arm's length negotiations; (c) allocation or division of territories, sales, customers or jobs; (d) limitations on production or distribution; (e) boycotts or refusals to deal with customers; or (f) any similar matters. This prohibition is especially important if you attend trade association meetings. You may not enter into any agreement, expressed or implied, with any purchaser or supplier to fix prices for resale of products purchased.

Other Laws

Suppliers are expected to follow local laws, containing various prohibitions and restrictions against price discrimination; exclusive dealing arrangements; "tying arrangements"; and unfair trade practices.

Data Privacy & Security

JC&A is committed to protecting employee, company, and client information. Suppliers must comply with all applicable data privacy, security, and breach notification laws.

Environment

JC&A is committed to minimizing the creation of pollution and managing unavoidable waste. We further strive for continual improvement in environmental performance through active involvement of all our employees and partners to exceed all relevant legislative and contractual requirements. As such, suppliers shall take steps to minimize their use of natural resources and any negative impact their operations have on the environment. Suppliers must operate in compliance with all applicable environmental laws and regulations. All required environmental permits, approvals and registrations are to be obtained, kept current, and complied with in accordance with the operational and reporting conditions and requirements defined therein.

Compliance

Violations of the Code will not be tolerated. Suppliers are required to immediately report to JC&A any violations of the Code made by the supplier or any of its representatives to the supplier's primary JC&A contact in accordance with contract obligations. If for any reason that is not possible, please contact JC&A Managing Director Scott Jacobs: ScottJacobs@regulatoryreform.com

JC&A will maintain confidentiality and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice, reported questionable behavior, or a possible violation of the Code.