



VENDOR CODE OF CONDUCT

(effective 1st September 2018)

COMPLIANCE OF THIS VCOC

- ❖ Before the commencement of the services, it is the responsibility of the Vendor(s) to ensure that its representative(s) understands and complies with this VCOC. The Vendor(s) must inform CGC if the Vendor(s) knows, or has reason to believe, that a violation by it or its representative(s) may have occurred or is likely to occur in the future.
- ❖ CGC, may from time to time, require the Vendor(s) to provide attestation in writing of its compliance with this VCOC, and the Vendor(s) shall provide CGC with responses to CGC's request for information about compliance with this VCOC.
- ❖ All the Vendors shall cooperate with CGC in any investigation CGC may conduct. The Vendor(s) must provide additional information to facilitate CGC's investigation into allegations of inappropriate or unethical behaviour involving CGC's employee or the Vendor's representative(s).
- ❖ CGC reserves the right to take action against the Vendor(s) for breaching the VCOC. CGC may require the Vendor(s) to substitute any representative who breaches the VCOC or behaves in a manner that is unlawful or inconsistent with the VCOC. The replacement representative must be equipped with equal or better skills and knowledge, and must be agreed to in writing by CGC.
- ❖ CGC has the right at any point in time to request information from the Vendor(s) to verify the Vendor's reliability in order to ensure that CGC's interest is protected at all times.



A. REGULATIONS AND ETHICS

1. Compliance with Laws and Internal Policies

- ❖ All Vendor(s) and their representative(s) must conduct their business activities in full compliance with the applicable laws and regulations of their respective countries while conducting business with CGC.

- ❖ In addition to any specific obligations under the Vendor(s) agreement with CGC, the Vendor(s) must comply with the applicable laws, rules and regulations of the jurisdictions in which they operate in and obtain all necessary licenses and permits to conduct the activities for which they have been contracted by CGC.

- ❖ The Vendor(s) and their representative(s) must also comply with relevant internal policies and procedures established by CGC.

2. Conflict of Interest

- ❖ The Vendor(s) must exercise reasonable care and due diligence to avoid situations that could result in an actual or potential conflict of interest.

- ❖ CGC prohibits the Vendor(s) from gaining improper advantage or preferential treatment in their relationship with CGC's employee(s). The Vendor(s) is required to disclose to CGC in writing if they have any family connection* with any of CGC's staff. Please refer to **Appendix 2** for the Connected Parties Declaration form.

- ❖ If at any point of time, a situation of actual or potential conflict of interest arises, the Vendor(s) must inform CGC in writing of the circumstances as soon as they become aware of the situation.

*Note: * "family member" refers to spouse, parent, parent in-law, child (including adopted child and stepchild), spouse of his child, brother, sister, spouse of his brother and sister or any dependents (i.e. persons who may influence / be influenced by the Vendor).*



3. Anti-Bribery and Anti-Corruption

- ❖ CGC prohibits the Vendor(s) from directly or indirectly offering, soliciting, giving or accepting any form of bribery and/or corruption.
- ❖ The Vendor(s) is also prohibited from being involved in activities such as extortion, embezzlement or requesting for, receiving or facilitating kick-backs.
- ❖ CGC's Vendor(s) is required to make a declaration of non-corrupt practices in relation to all payments made by CGC to the Vendor(s) for the delivery of goods or services to CGC.

4. Gifts and Entertainment

- ❖ The Vendor(s) and its representative(s) must not offer gifts or entertainment or other incentives to CGC's employee(s) or their family members, in order to obtain or retain the business, secure preferential treatment to influence CGC's business decision.
- ❖ If the Vendor(s) is unsure as to whether the gift or entertainment offered would be in breach of the VCOC, the Vendor(s) must consult with the intended recipients' supervisor or a higher authority (whom will be guided by CGC's internal policies and procedures).

5. Misrepresentation

- ❖ The Vendor(s) is strictly prohibited at all times of misrepresenting its capabilities to CGC in order to gain procurement contract(s) with CGC.
- ❖ In securing contracts with other organisations, the Vendor(s) is prohibited from misrepresenting its capabilities in delivering goods and services to CGC.

B. PROTECTION OF ASSETS AND INTELLECTUAL PROPERTY

1. Confidentiality Obligation and Data Protection

- ❖ The Vendor(s) must treat with confidentiality all information related to the business and affairs of CGC at all times.



- ❖ The Vendor(s) must not disclose or share any of CGC's confidential information with a third party outside the requirements defined in their contractual or non-disclosure agreement with CGC, without obtaining CGC's permission in writing, unless required by law.
- ❖ The Vendor(s) must have appropriate policies, procedures and security controls in place to protect CGC's confidential information and prevent any information leakage.
- ❖ The Vendor(s) must comply with CGC's policies and the applicable laws on the protection of personal privacy, including personal data.
- ❖ The Vendor(s) is not allowed to access any of CGC's information technology environment and infrastructure and transfer of any information without obtaining written approval from CGC.
- ❖ The Vendor(s) must not plagiarise information from CGC or from other sources in delivering their services to CGC.
- ❖ The Vendor(s) must provide proper citations or references of its sources of information, to avoid concerns over plagiarism.

2. Publication of Materials

- ❖ Unless stated otherwise, all information or material/content disclosed to the Vendor(s) or obtained by the Vendor(s) during the contract with CGC is deemed confidential.
- ❖ The Vendor(s) must obtain CGC's prior permission in writing if it intends to publish any material/content owned by CGC.
- ❖ The Vendor(s) must not publish CGC's confidential information or material/content owned by CGC.
- ❖ Proper citations and references to CGC are to be made where the Vendor(s) publishes material/content owned by CGC.



3. Giving of Reference

- ❖ CGC may provide references to the Vendor(s) or its representative(s) upon the Vendor's request and on a case-to-case basis, subject to CGC's discretion and approval.

4. Restriction on Public Announcement(s)

- ❖ The Vendor(s) is not allowed to make or circulate any public statement on anything relating to the business or affairs of CGC.

5. Protection of Intellectual Property

- ❖ The Vendor(s) in its dealings with CGC must respect all intellectual property (IP) rights. CGC views infringement of its IP seriously and will take legal action to protect its IP rights.
- ❖ The Vendor(s) must only use software and information technology that have been legitimately acquired and licensed, while providing services to CGC. Such software and information technology must be used in accordance with their terms of use or license.
- ❖ The Vendor(s) is required to comply with CGC's information technology and security policies and procedures, to ensure maintenance and protection of the confidentiality, security and privacy of CGC's assets and information.
- ❖ In the event the Vendor(s) or its representative(s) is given permission to use CGC's resources such as systems and emails, it is to be used exclusively for CGC's official business. CGC strictly prohibits the Vendor(s) from using CGC's resources for any unauthorized, illegal or malicious acts.
- ❖ The Vendor(s) must comply with the IP rights of CGC and all other third parties and manage all such transfers to or from CGC, in a manner that protects CGC's IP rights.

C. WORKPLACE CULTURE AND BEHAVIOUR

1. Professional Workplace Culture and Behaviour

- ❖ CGC expects the Vendor(s) to operate in accordance with CGC's values.



- ❖ The Vendor(s) must behave and dress in a professional manner which reflects CGC's professional image at all times, in the course of its dealings with CGC and while on CGC's premises.
- ❖ CGC will not tolerate any substance abuse on its premises or during the performance of the Vendor(s) contractual obligations.
- ❖ The Vendor(s) is expected at all times to responsibly use CGC's infrastructures and facilities, to avoid wastage and damage of CGC's assets.
- ❖ CGC views forming of cartels and/or collusion with other vendors to gain procurement advantage as a serious offence.
- ❖ The Vendor(s) or its representative(s) is strictly prohibited from engaging with the staff of CGC during the procurement process. Any such engagement will be seen as an attempt to influence the tender/procurement process, and CGC reserves the right to penalise the Vendor(s) or its representative(s) in any way deemed necessary during the evaluation process.

2. Security and Access

- ❖ The Vendor(s) must ensure compliance with CGC's security policies and procedures while operating in any of CGC's premises.
- ❖ The Vendor(s) must provide sufficient information for CGC to perform security vetting of its representative and comply with all reasonable requests for further documents or information.
- ❖ The Vendors(s) must display CGC's security pass at all times while on CGC's premises. Vendor(s) are only permitted to access areas for which they have been authorised to access and which are necessary for the performance of their work or services.



REPORTING OF POTENTIAL BREACH

- ❖ Any party with knowledge of a potential or questionable breach of this VCOC, may report in confidence by emailing to whistleblowing3@cgc.com.my. All information will be treated with utmost discretion. The identity of the concerned reporting party will be treated with the strictest confidentiality at all times.
- ❖ CGC will evaluate all concerns received and will conduct the appropriate investigations accordingly. In some cases, CGC may report the questionable breach to the relevant authorities.
- ❖ CGC will not tolerate any retaliation taken by its employees, or Vendor(s) or its representative(s) against any individual for reporting in good faith questionable behaviour or possible violation of the VCOC.



PLEDGE OF INTEGRITY BY VENDOR

1. I, (NRIC No.), acting as the authorised representative of the Company confirm that the Company and its Personnel have read and fully understood the contents of CGC's Vendor Code of Conduct (VCOC) and hereby acknowledge that:
 - a) The VCOC shall take effect from the date the Vendor executes this Pledge of Integrity and submit the same along with the Request for Proposal to CGC;
 - b) the VCOC shall be part of the formal Agreement that will be entered into by the Company and CGC thereafter and shall be legally binding on the Company and/or its Personnel; and
 - c) the VCOC may be amended by CGC from time to time as may be notified to the Company by CGC.

2. In line with the requirements of the VCOC, the Company declares that the Company and its Personnel shall:
 - a) fully comply with the relevant laws, rules and regulations, as well as CGC's policies, internal procedures (including VCOC), before, during and after the duration of the Agreement;
 - b) exercise reasonable care and due diligence to avoid any situations of potential and/or actual conflict of interests;
 - c) promptly inform CGC in writing of a situation of actual and/or potential conflict of interest;
 - d) not gain improper advantage or preferential treatment in their relationship with CGC's staff (including key management personnel) and board members;
 - e) inform CGC of the Company's relationship with CGC's staff (including key management personnel) and board members, upon having knowledge of existence of any relationship, which may influence the objectivity of the Company's business conduct with CGC;
 - f) make a declaration of non-corrupt practices in relation to specified payments made by CGC to the Company for the delivery of goods or services;
 - g) not misrepresent its capabilities in order to gain CGC's procurement contract(s) or during its delivery of goods or services to CGC;



- h) operate in a professional manner which reflects CGC's professional image in the course of its dealings with CGC and while on the CGC's premises; and
 - i) comply with CGC's security policies and procedures while providing services at CGC's premises.
3. The Company undertakes to promptly inform CGC of any breach and/or alleged/suspected breach of the Agreement or VCOC and cooperate with CGC in any investigation of such breach involving CGC's staff or the Company's Personnel.
 4. The Company acknowledges that CGC has the right to suspend or terminate the Agreement and disqualify the Company from tendering for future contracts if the Company is found to have breached any requirements in the Agreement, VCOC or any other terms and conditions which may be implemented by CGC pursuant to the Agreement.
 5. The Company further acknowledges that in the event of any conflict or discrepancy between the Agreement and this Pledge of Integrity, such conflict or discrepancy shall be resolved by giving the provisions contained in the Agreement priority and precedence over the provisions contained in this Pledge of Integrity.

Acknowledgement of acceptance to the Pledge of Integrity by:

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Authorised Representative of Company:

NRIC:

Designation:

Date:

Company's Seal / Rubber Stamp:



CONNECTED PARTIES DECLARATION BY VENDOR

Kindly mark "X" in the appropriate boxes.

1. I / We hereby declare and confirm that:-

a) I / We do not have any financing or guarantee with Credit Guarantee Corporation Malaysia Berhad ("CGC").

b) None of my / our family member* (either personally or through their firm or company) is a borrower or customer of CGC under any financing or guarantee facilities.

**"family member" refers to spouse, parent, parent in-law, child (including adopted child and stepchild), spouse of his child, brother, sister, spouse of his brother and sister or any dependents (i.e. persons who may influence / be influenced by the Vendor).*

c) None of my / our family member (either personally or through their firm or company) is a contractor, vendor, supplier OR has any commercial transaction, contract or outsourcing dealings with CGC or its subsidiary, Credit Bureau Malaysia Sdn Bhd.

d) I am / We are not related/connected to employee, director or shareholder of CGC or its subsidiary Credit Bureau Malaysia Sdn Bhd.

2. I / We undertake to immediately inform CGC in the event that there is any changes to the above declarations or any occurrence of conflict of interests.

3. I / We fully agree that CGC may terminate the commercial transaction, contract or outsourcing dealings granted to me / us or to my /our firm / company in the event that I / We made false declaration or omitted/failed to make declaration on the above Item 1 and 2.



Signed by Vendor

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Name:

NRIC:

Designation:

Date:

Company's Seal / Rubber Stamp:

Note: Please provide the particulars below if unable to declare on any of the above Item 1(a) - (d)

Particulars of Financing/ Guarantee/ Commercial Transaction / Contract/ Outsourcing Dealings	Particulars of Family Member/ Contractor/ Vendor / Supplier	Nature of Interest / Relationship