

1 March 2013
(revised 10 November 2021)

Code of Conduct for Contractors

The following basic rules of behaviour apply to individuals carrying out contractually agreed assignments for the Bank for International Settlements (BIS). This includes persons dispatched to the BIS on project assignments, such as technical advisers or visiting experts from central banks and other public organisations, and labour leased personnel (all these persons are hereinafter referred to as "Contractors").

I. General

- (1) All Contractors are required to carry out their professional duties with integrity, to comply with applicable BIS rules, to protect the financial interests and the reputation of the Bank and to maintain the highest standard of conduct and, in particular, to exercise **care and sound judgment** in performing their assignment for the Bank.
- (2) When issued with a badge, Contractors are required to wear it in a visible manner at all times when in the Bank's buildings. Badges are not transferable, remain the property of the BIS and must be returned to the BIS at the end of the assignment. The loss of a badge must be reported immediately.
- (3) If Contractors receive a BIS e-mail address or are granted access to **BIS information systems or communication facilities** (e.g. mobile phones or laptops), Service Note 1121 ("Use of the Bank's communication facilities and information systems") will apply to them by analogy. In particular, Contractors are responsible for their **user ID and password** and for any activities they carry out under these identifiers. Passwords issued to each Contractor must not be disclosed or written down in a way that enables them to be identified as such. Contractors should change their password at once if they suspect that it has become known to others. The Bank may log and monitor the use of its facilities in accordance with Service Note 1121.
- (4) While performing their assignment at the Bank, Contractors are required to **follow the instructions** of authorised BIS personnel.
- (5) In the event of an **emergency**, and in particular if an evacuation of any of the Bank's buildings is initiated, Contractors carrying out assignments in the Bank's buildings are required to follow all emergency instructions. Contractors should familiarise themselves with the location of their nearest escape route.
- (6) In **cases of doubt** with regard to the interpretation of these rules, the person within the BIS who is responsible for acceptance of the services provided by the Contractor (the "Contact Person") or the Bank's Chief Ethics and Conduct Officer should be consulted.

II. Duty of confidentiality

- (1) Contractors are required to maintain the **utmost discretion** – both within and outside the Bank – with regard to **any non-public information** which may come into their possession in the course of the assignment at the Bank. Such information may not be disclosed to persons who are not clearly entitled to receive it.
In particular, but not exclusively, all information concerning **banking transactions, security measures, information management systems, the personnel** of the Bank and their terms of employment, **visitors to the Bank** and the purpose of their visit, and any **unpublished statistical data** are subject to the duty of confidentiality.
- (2) The duty of confidentiality applies to all **non-public information, be it tangible or nontangible, oral, written** or stored by means of **computers** or other **electronic media** (such as memoranda, letters, minutes of meetings, accounting vouchers, data stored on paper or on electronic media, computer programs, program documentation, photographs and copies of such documents).
- (3) Contractors are not allowed to record videos or take photographs in the Bank's buildings, except when they are expressly authorised to do so by the BIS in writing.
- (4) The duty of confidentiality **shall remain in force without limitation in time and irrespective of any termination of the assignment** with the Bank.

III. Special precautions with regard to documents, removable electronic media and computers

- (1) **Non-public information** held on paper or stored on removable electronic media shall be kept in an appropriate place in order to protect its confidentiality and should be handled in accordance with any rules and procedures established by the Bank for that purpose.
- (2) Any **shredding** of documents and disposal of electronic storage media shall be conducted in accordance with the Contact Person's instructions.
- (3) All due care must be taken to **prevent** the infiltration of computer software by **computer viruses or malicious code**; unauthorised access to information systems and data storage media; and the unauthorised installation, use, modification or destruction of any software and data stored therein. The Contact Person may issue more specific instructions, which shall be followed.

IV. Standard of conduct

- (1) Contractors must treat all persons with whom they work with **courtesy** and **respect** and without harassment or physical or verbal abuse. Furthermore, Contractors should avoid behaviour that, while not rising to the level of harassment or abuse, may nonetheless create an atmosphere of hostility or intimidation.
- (2) Contractors may report any alleged improper behaviour against them or others on the BIS premises, at BIS meetings or events to the Chief Ethics and Conduct Officer, for the matter to be investigated and addressed in accordance with the applicable Bank rules.
- (3) Contractors entrusted with **Bank resources** shall ensure that those resources are used exclusively for the official business of the Bank. Contractors must exercise due diligence to ensure that Bank funds are not diverted towards illegal payments of any kind.
- (4) Contractors shall not make use of any **privileged business information**, or **BIS business relations**, for personal profit or for the benefit of third parties, nor engage in any activity which could be deemed to constitute the use of inside information.
- (5) Contractors may not conduct private business in or from within the Bank, or by using any of the Bank's information systems or communication facilities.
- (6) Except for customary business gifts of modest value, Contractors may not **accept, solicit or obtain any gift, gratuity or advantage** from a third party directly or indirectly in connection with the performance of their assignment at the Bank. In particular, due care should be taken to avoid any impression of seeking or accepting **any advantages** from potential or current **business partners** of the Bank.
- (7) Except for customary business gifts of modest value, Contractors may not **offer or promise any gifts, gratuities or advantages**, such as free goods or services or a work position or sales opportunity, to a BIS member of staff in order to facilitate such Contractors' business with the BIS.
- (8) Contractors are expected to disclose to the BIS any situation that is or may appear to be a **conflict of interest**.
- (9) Should a Contractor observe any inappropriate activity, including fraud, theft, coercion or corruption, affecting the Bank's financial interests or reputation, they are strongly encouraged to report such inappropriate activity in accordance with the Bank's Whistleblowing Policy.

V. Breach of this Code of Conduct

- (1) Any suspected breach of this Code of Conduct by a Contractor shall be promptly and thoroughly investigated by the Chief Ethics and Conduct Officer. The Contractor shall be given the opportunity to present their views on any findings. Should the Chief Ethics and Conduct Officer conclude, following the investigation, that a Contractor has breached this Code of Conduct, the Bank shall take the measures it deems appropriate to address the breach. Such measures may include, but are not limited to, termination of the Contractor's engagement, referral to the Contractor's employer, in order for such employer to take appropriate action to address the matter to the satisfaction of the Bank, referral to the national law enforcement authorities, and/or banning the Contractor from future participation in BIS meetings and events and from visiting the BIS premises. Retaliation by a Contractor against any person that has made a report, or had been involved in the investigation, of an alleged breach of this Code of Conduct by such Contractor is prohibited and itself constitutes a breach of this Code of Conduct.

Contractor's name (in block letters):

Name of assigning firm or organisation (if applicable):

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I confirm having read and understood the rules set out above.

Contractor's signature: Date:

Post to Bank for International Settlements, Representative Office for Asia and the Pacific, Attn: Head of Finance and Administration
78th Floor, Two International Finance Centre 8 Finance Street, Central Hong Kong
Or
Fax to: BIS Asian Office +852 2982 7123, Attn: Head of Finance and Administration
Or
E-mail¹ to: Service.AsianOffice@bis.org (subject "contractor CoC/CCR")

¹ E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The BIS therefore does not accept liability for any errors or omissions or disclosure of the contents of messages which it receives by e-mail.