

Queensland Department of Education

# Supplier Code of Conduct

Interpretation



## Interpretations

**Agreement** – includes a purchase order, contract, Standing Offer Arrangement or Prequalified Panel Arrangement established for the purposes of supplying goods and services to DoE.

**DoE** – the Department of Education (DoE) and its successors.

**DoE Representative** – the person nominated in the Agreement as authorised to manage the Agreement. Where no nomination is expressly made, DoE Representative means the Chief Procurement Officer, DoE.

**Eligible Customer** – any entity named in an Agreement between the Supplier and DoE as entitled to purchase goods and services from the Supplier.

**Endorsement** – recommending, promoting or approving an organisation, its products or services. Endorsement can be perceived or actual.

**Supplier** – the entity named in an Agreement between the Supplier and DoE as the provider of goods and services, including the Supplier's employees, representatives and agents.

## Application

The [Queensland Government Supplier Code of Conduct](#) and this DoE Supplier Code of Conduct apply to all Suppliers engaged by DoE under an Agreement.

The provisions of this Code are in addition to the provisions of the Queensland Government Supplier Code of Conduct and the provisions of any Agreement between a Supplier and DoE. DoE strongly encourages Suppliers to exceed the requirements of the Code, promote best practice and to hold their supply chains, including subcontractors and third-party labour agencies, to the standards contained in this Code.

## Core Values

DoE seeks to develop and strengthen relationships with Suppliers based on the values of accountability, ethical best practice, transparency, collaboration and mutual respect. DoE's Suppliers are expected to acknowledge and promote these values during any interactions with employees of DoE.

## DoE Commitment

The DoE commits to:

- working with Suppliers to deliver mutually beneficial outcomes from the Agreement;
- promoting the Agreement and the benefits of the Agreement to Eligible Customers; and
- treating all Suppliers on the Agreement equitably, fairly, transparently and in accordance with ethical best practice.

## DoE Expectations

The DoE expects that Suppliers will exhibit ethical best practice and ethical behaviour, in accordance with the principles of integrity, accountability and transparency that underpin the [Queensland Procurement Policy](#).

## Dealing with DoE

Suppliers will meet the standards and promote the principles outlined in this Code and the [Queensland Government Supplier Code of Conduct](#), which are intended to complement DoE's commitment to the Queensland Procurement Policy (and its successors) and in particular, the use of ethically and socially responsible suppliers. The Queensland Government Supplier Code of Conduct stipulates that Suppliers are expected to respect the ethical and code of conduct requirements that DoE employees need to meet, and not engage in actions that run counter to these obligations.

All DoE employees are obligated to follow ethical practices outlined in the [Code of Conduct for the Queensland Public Service](#) and [DoE Standard of Practice](#). In accordance with the DoE Standard of Practice, employees must not endorse organisations, individuals or products or services.

Endorsement can be perceived or actual. Examples include recommending or promoting products or services in testimonials, quotes, comments, videos or recordings. Suppliers must not request or seek endorsements from DoE employees that, if provided, would result in a breach of the Code of Conduct For the Queensland Public Service or the DoE Standard of Practice.

Suppliers will act responsibly, in compliance with all applicable laws and regulations and ensure no exploitative or illegal conditions exist/are contained in supply chains.

In conducting marketing activities, and in direct dealings with Eligible Customers, Suppliers will work collaboratively with DoE to promote customer adherence to applicable DoE purchasing procedures and promote their Agreements with DoE.

Other than in accordance with established contract terms and conditions, Suppliers will not obtain or reproduce any intellectual property of DoE or other Eligible Customers, including logos, without first having obtained written permission to do so. The Queensland Government logo will not be used by any Supplier in any circumstance without prior express written permission to do so.

## Dealing with Eligible Customers

Suppliers will deal honestly with Eligible Customers.

- Suppliers are not required to confirm that an order has been correctly authorised before being placed. However, Suppliers must not actively seek to enter into Agreements with volunteers, members of Parents and Citizens' Associations (other than duly authorised

office bearers) or school staff other than school Principals. Approaches to Suppliers by unauthorised officers will be referred to the school Principal.

- Suppliers will not take advantage of DoE Eligible Customers who may not be fully aware of DoE's purchasing policy and procedures. Suppliers will direct customers to appropriate and relevant sources of policy and procedural guidance.
- Suppliers will provide goods and services in accordance with the terms, conditions, specifications and prices of Agreements to all Eligible Customers, regardless of whether the Eligible Customer correctly references the Agreement when discussing requirements or placing orders.

Suppliers will comply with all instructions outlined in the [Queensland Government Supplier Code of Conduct](#) and [DoE Guide for Gifts Incentives and Free Items](#) relating to the offer or giving of any gift or benefit. Suppliers will not offer Eligible Customers, officers or employees of Eligible Customers or to a parent, spouse, child or associate of an Eligible Customer any incentive (gifts, benefits, hospitality or other incentives, pecuniary or otherwise) that could influence the Eligible Customer's purchasing decisions. Money or any items which are readily convertible into cash, including lottery tickets and "scratch-its" must not be offered at any time.

Suppliers will not overstate or misrepresent their relationship with DoE.

- All marketing material will correctly and fairly reflect the nature of the Supplier's relationship with DoE. Where Suppliers are contracted to sell a finite range of items, Suppliers will not present their entire catalogue as being part of an Agreement.
- Suppliers will comply with any direction given by the DoE Representative in respect of marketing material that is deemed to be in breach of the Code, including retraction, removal and/or correction.

Suppliers will actively and regularly seek feedback from Eligible Customers regarding supplier performance.

- Suppliers will work collaboratively with Eligible Customers, acting promptly to resolve any issues.
- Suppliers will report disputes to the DoE Representative.

## Dealing with other DoE Suppliers

Suppliers will not engage in behaviour, or ignore behaviour by others, which has potential to violate the principles and laws of fair competition. Suppliers will not discuss, exchange information or make arrangements with competitors on matters such as pricing, pricing policies (present or future), marketing approaches, promotions, terms and conditions of sale or sales territory.

Suppliers will promptly report instances of perceived wrong doing of competitors to DoE. Reports will be made in writing and include evidence to support the claim.

## Breach of this Code

Any breach of this Code will be deemed to be a material breach of Agreement, which may result in:

- termination of Agreement; or
- temporary suspension of an Agreement for a period determined by DoE; or
- the publication of breach of Code details for the information of Eligible Customers; and/or
- other actions considered appropriate by DoE given the nature and severity of the breach.