



Impact Alliance Code of Conduct

Version 1.0, Effective January 1, 2022

Contents

Introduction	2
How to Use this Document.....	2
Terms and Definitions	2
Section A - Guiding Principles of the Impact Alliance	3
Section B - Code of Conduct	3
B1. Duty to Comply with Laws, Regulations, Policies and Procedures.....	3
B2. Duty to Act Professionally and In Good Faith	3
B3. Duty to Refrain from Prohibited Acts	4
Section C - Failure to Abide by the Code of Conduct	4

Introduction

The Impact Alliance operates under the highest standards of integrity, transparency, and good faith.

Each party involved in any way with the Impact Alliance or Impact Incentives is expected to strictly adhere to this *Code of Conduct* as a condition for involvement.

Any questions about this document or the information contained herein should be directed to the Governance Committee at governance@impactincentives.org.

How to Use this Document

The following terms are used throughout the document to indicate requirements, recommendations, permissions, and possibilities or capabilities:

- “shall” indicates a requirement
- “should” indicates a recommendation
- “may” indicates a permission
- “can” indicates a possibility or a capability
- “may not” indicates a prohibited action

The abbreviation “e.g.” is used to indicate an example, while the abbreviation “i.e.” is used to provide clarification of meaning.

Terms and Definitions

The following terms are used in the context of this document. A complete list of Impact Alliance terminology is covered in Impact Alliance *Terms and Definitions*.

Impact Alliance Governance Committee: The group that governs the Impact Alliance to ensure that the shared vision, mission, and values are followed.

Impact Incentives: Certificates issued at the beginning of the supply chain (e.g. farmers) that can be bought by brands or retailers at the end of the supply chain. Impact Incentives are issued to producers that meet a set of sustainability criteria (e.g. zero deforestation).

The term is also used more generally to refer to the concept and framework of the Impact Alliance. When used in this general context, the term includes both Impact Incentives and Impact Partnership Incentives.

Section A - Guiding Principles of the Impact Alliance

The Impact Alliance operates under the following guiding principles:

Vision: Wide-scale adoption of producer-level sustainability practices that are valued by the market.

Mission: To use Impact Incentives as a mechanism to deliver value for sustainability efforts to both ends of the supply chain.

Values: Collaboration, Integrity and Transparency.

The Governance Committee shall, from time to time, develop or update its policies and procedures relating to the operation of the Impact Alliance. All policies and procedures shall be consistent with the mission, vision, and values of the Impact Alliance and must be strictly adhered to by each of the parties involved, as a condition for participating in the Impact Alliance.

Section B - Code of Conduct

Under this Code of Conduct, each party agrees to fulfil the following:

B1. Duty to Comply with Laws, Regulations, Policies and Procedures

Including but not limited to:

- B1.1** all relevant laws, rules, and regulations, both domestic and international.
- B1.2** all the policies, procedures, and contractual obligations of the Impact Alliance and the relevant Impact Alliance member(s).

B2. Duty to Act Professionally and In Good Faith

Including but not limited to:

- B2.1** maintaining, at all times, the highest professional standards of transparency, integrity, fairness, professionalism, and teamwork;
- B2.2** communicating clearly and in a timely manner;
- B2.3** contributing to a positive and successful working environment based on respect and collaboration;

- B2.4** acting in furtherance of the Impact Alliance, its goals and mission, and its reputation;
- B2.5** promptly disclosing any and all potential or actual conflict of interest to the Governance Committee at governance@impactincentives.org ;
- B2.6** maintaining the confidentiality of all sensitive and/or proprietary information obtained as a result of its involvement in the Impact Alliance;
- B2.7** maintaining constructive, positive relationships with all parties involved in the Impact Alliance;
- B2.8** promptly reporting any documented or suspected violations of this *Code of Conduct* or any of the Impact Alliance's or its members' policies and procedures to the Governance Committee.

B3. Duty to Refrain from Prohibited Acts

Including but not limited to:

- B3.1** any harassment or discrimination;
- B3.2** any behavior designed to create discord or strife, or interfere with the work of the Impact Alliance and all parties involved;
- B3.3** falsification of business documents or records, theft, embezzlement, bribery, or diversion of information or funds;
- B3.4** dishonesty, fraud, misrepresentation of material facts, or manipulation;
- B3.5** abuse/misuse, destruction, or theft of privileged or confidential information or any Impact Alliance property, including work product;
- B3.6** solicitation or diversion of resources of the Impact Alliance or any party involved, for unauthorized or unrelated purposes;
- B3.7** any other unfair dealing or practice.

Section C - Failure to Abide by the Code of Conduct

Any organization that fails to abide by this *Code of Conduct* or any other Impact Alliance or relevant member policy or procedure shall have its participation with the Impact Alliance terminated.

Depending on the nature of the violation, the Governance Committee may, but is not required to, give the organization an opportunity to take corrective action. Once its participation is terminated, the organization will be notified as soon as possible and will be prohibited from their involvement in the Impact Alliance.

Disclaimer

Although reasonable care was taken in the preparation of this document, Impact Alliance and any other party involved in the creation of the document HEREBY STATE that the document is provided without warranty, either expressed or implied, of accuracy or fitness for purpose, AND HEREBY DISCLAIM any liability, direct or indirect, for damages or loss relating to the use of this document. Membership in the Impact Alliance is voluntary.

Legal Compliance

Impact Alliance expects all members to always comply with all applicable local, national, and international laws and regulations. This policy may be more or less strict, or equivalent to applicable laws. Where applicable laws and/or regulations are stricter, the law will take precedence. Where this policy is stricter, the criteria of the policy will take precedence. The intent is that where laws and the policy overlap, the strictest takes precedence. Each member is expected to ensure their own compliance with applicable laws. If there is concern that an Impact Alliance policy or procedure conflicts with an applicable law, the member or any other concerned party should contact Impact Alliance.

Copyright

This publication is protected by copyright. Information or material from this publication may be reproduced in unaltered form for personal, non-commercial use. All other rights are reserved. Information or material from this publication may be used for the purposes of private study, research, criticism, or review permitted under the Copyright Act 1976. Any reproduction permitted in accordance with the Copyright Act 1976 shall acknowledge the Impact Alliance's publication as the source of any selected passage, extract, diagram, or other information.

Any questions relating to this notice can be directed to: info@impactincentives.org.