

Social Relations Covenant: FDC code of ethics

FDC

Be relevant.

Opening Message

The Social Relations Covenant, the FDC code of ethics, enhances the institution's commitment to transparency and ethics. Issued in 2006 and edited in 2013, the Covenant has just been revised.

The purpose of including the expression Code of Ethics and the changes implemented are to adapt the document to the dynamics of the current times and to the guidelines that respond to the relationships among organizations, individuals and society. The work has been carried out by a committee that represents the areas of the institution, based on in-house consultation.

The FDC Covenant is guided by our values and principles and is grounded in the belief that FDC is and will be the result of each person's contribution. I hope it inspires us to behave in a way that reflects the conduct proposed herein.

Enjoy your reading!

Emerson de Almeida

Co-founder and Chairman of the Board Committee

Presentation

Fundação Dom Cabral is a world-class Brazilian school. Since its opening in 1976, FDC has been guided by principles, beliefs and values that determine most of what the institution represents today. FDC will always comply with activities to foster the human values of peace and justice, with practices that respect the environment, always in line with ethical principles and business integrity.

MISSION

To contribute to the sustainable development of society by educating, developing and building the skills of executives, entrepreneurs and public managers.

LEGAL NATURE

Fundação Dom Cabral, in its bylaw terms, is a non-profit, private educational institution: a business school for the qualification of executives and public managers.

BUSINESS

Educational solutions for business development.

PRINCIPLES

I. Usefulness: to be useful to building society, Fundação Dom Cabral's reason for being.

II. Partnership: as the result of interaction among Fundação Dom Cabral, people, institutions and companies, and through which limitations are overcome and solutions achieved.

III. Valuing people: an internal strength that is born towards acceptance and that leads to joint building, within the perception that each one has one's own way to contribute and where no one is excluded.

IV. Autonomy: the firm belief that merit and freedom of choice lead people to the feeling of ownership within their area of action, while observing the institution's principles and values.

V. Daring and Tenacity: to attempt the impossible, while persevering at overcoming challenges and barriers in realizing the dream of being a reference as an institution.

VI. Quality and Innovation: to be at the forefront in the pursuit of doing the best for the clients, who are the core focus of its attention.

VII. Ethics and Integrity: focusing on the practice of loyalty, trust and transparency in complying with legislation and rules of social coexistence, recognizing errors and correcting directions.

VIII. Self-sustainability: as an institution, FDC will foster intellectual independence, austerity and efficiency, to maintain its sustainable growth.



FDC Social Relations Covenant

The purpose of the Social Relations Covenant is to guide the actions, relationships and decisions of all those who act in compliance with FDC's values and principles, encompassing the national and international standards of good governance, anti-corruption, sustainability and compliance with intellectual property laws. It is also an instrument that drives and directs the definition and adoption of compliance and integrity rules and principles, based on the social value of honesty and moralization of relationships.

The Social Relations Covenant is a dynamic document, which will always guide the relationships in line with the momentum of the institution, as well as that of social evolution. It is a set of basic rules and guidelines that will allow quality and ethics in the relationships inside and outside the institution. As such, all collaborators, affiliate and guest professors, regional associates, trainees, partners and service providers will remain constantly informed and must renew their commitment to these Covenant guidelines from time to time.



1 Institutional image

- 1.1. Collaborators, affiliate and guest professors, regional associates and trainees are agents of the institution, and are responsible for Fundação Dom Cabral's image and reputation, including in digital environments. Therefore must refrain from making unfavorable public references to competing institutions, governments or other people, on behalf of FDC.
- 1.2. Only the chairpersons of the Board of Trustees, the Board Committee and the Executive Board, or those they have formally authorized, may speak officially on behalf of FDC, and only for official purposes.
- 1.3. Collaborators, affiliate and guest professors, and regional associates are entitled to issue their opinion on technical matters in their field of expertise. Should they be invited to make statements or give interviews that may involve FDC, they must contact the person in charge of the Corporate Marketing and Communication department, to obtain support and guidance.
- 1.4. Communication materials, such as folders and other handouts used for internal and external dissemination, will be submitted to the person in charge of the Corporate Marketing and Communication department for assessment, to ensure alignment and coherence with FDC's visual and conceptual identity.
- 1.5. FDC is committed to transparency. Its relationship with the press and all other communication media is based on trust and mutual respect, governed by the valid legislation and

by professional codes of conduct. By disseminating any information through the media, FDC seeks public visibility and accountability before the society, regarding its actions, in addition to sharing the knowledge developed by the institution.

2. Information and resource protection

- 2.1. All disclosures of confidential information and data that belong to FDC and its clients, such as business strategies, prospects of new businesses, compensation charts, personal documents of the collaborators, affiliate and guest professors, program participants, among others, are strictly forbidden.
- 2.2. The disclosure of any information that may compromise FDC or its collaborators, clients and partners, in public places such as restaurants, elevators, conversations by telephone, external meetings and social media, as well as information restricted to the internal environment must be avoided in order to preserve the institution's image and integrity, unless otherwise expressly authorized by all persons involved.
- 2.3. Collaborators, affiliate and guest professors and regional associates must protect information hold by FDC, submitted or stored in information systems, and must also care for the confidentiality of all relevant information to which they may have access, not using any of it for the benefit of their own or of third parties.

- 2.4. Unlawful and offensive materials (such as pornography and biased content of any nature), or materials of apology for conduct that is forbidden by law or by FDC's standards, are not allowed, under any circumstance, within FDC's systems.
- 2.5. The use of the information technology systems, programs, files and emails may be monitored by the institution in the attempt to maintain the security and integrity of the information, and the performance of FDC's IT environment.
- 2.6. FDC's resources and equipment must be duly protected against damage, loss, robbery, copying, editing or non-authorized access.
- 2.7. The use of FDC's resources and equipment for unlawful purposes or in noncompliance with the standards of the institution is forbidden. The personal or non-professional use of FDC's resources and equipment is allowed only with expressed permission.
- 2.8. The use of FDC's systems and equipment is for professional purposes only. Therefore, FDC assumes no liability and does not recommend the storage of private information.



3. Guidance on the receipt of advantages, invitations and gifts

- 3.1. Collaborators are expressly forbidden to make any undue, doubtful or unlawful payments, or to favor, upon the granting of any undue benefits or advantages, any client, supplier, national or foreign public administration member or similar, either directly or by means of third parties.
- 3.2. In situations that involve any gifts to clients, partners and other public officers, the collaborators must use those that are part of FDC's institutional portfolio. Specific needs should be forwarded to the person in charge of the Corporate Marketing and Communication department.
- 3.3. Invitations of corporate nature received by the collaborators to participate in cultural, social or sports events must be submitted to the immediate supervisor for approval and informed to the person in charge of the Human Resources department.
- 3.4. Collaborators may receive gifts or presents whose value does not exceed 20% of the Brazilian minimum wage, and which do not compromise the business relationship.
 - 3.4.1. In addition to the limits set forth in the previous paragraph, the gifts or presents may only be accepted if they have institutional characteristics, that is, they must comply with at least one of the following aspects: 1) the gift must have the donor's brand; 2) it must be distributed publicly, to other

clients or to other service providers of the donor;
3) it must be compatible with the gifts or presents regularly distributed by companies and entities of the donor's industry, and regularly received by individuals of the beneficiary's industry.

3.4.2. Collaborators are forbidden to receive gifts, payments or advantages, on their own behalf or that of their family, that may compromise the business relationship or negotiation, or that is in noncompliance with the provisions set forth in this Covenant.

3.5. Any other gifts, benefits or awards that do not fit the mentioned characteristics must not be received or, if that is not possible, must be returned by the receiving collaborator of the donation.

3.5.1. If the collaborator cannot return the donation or believes it to be inappropriate to return the gift, benefit or award, he/she must communicate the fact to the person in charge of the Human Resources department within forty-eight (48) hours of the actual receipt of the gift, benefit or award.

3.5.2. The collaborator must describe the item received and indicate when it will be sent to the person in charge of the Human Resources department.

3.5.3. The item received must be sent to the person in charge of the Human Resources department within thirty (30) days of the actual receipt of the donation.

3.5.4. The person in charge of the Human Resources department will decide on the destination of the item received, being allowed to:

- (i) incorporate it to FDC's assets;
- (ii) return it to the donor; or
- (iii) donate it to charity.

3.5.5. In any case, the donor, either a business partner or client, must be informed about the destination of the gifts, benefits or awards received by the collaborator, if the latter is not the final holder thereof. In that case, without detriment to the formal communication from FDC, the collaborator is free, at any time, to inform the donor that he/she is not allowed to keep the item for themselves, and that it will be sent to FDC.



4. Human relations

- 4.1. Relations between people must be based on trust, honesty, integrity, impartiality and mutual respect, in accordance with FDC's principles.
- 4.2. FDC values diversity and respects differences. No prejudice or discrimination whatsoever (ethnic group, religious belief, philosophic or political convictions, nationality, gender, age, color, marital status, sexual orientation, disability) will be admitted.
- 4.3. Behavior characterized as moral* or sexual** harassment is not acceptable.
- 4.4. FDC does not allow any member of its staff to treat with disrespect any person either in internal or external professional relations..

() moral harassment: characterized by conducts that expose the collaborator to humiliating situations.*

*(**) sexual harassment: relates to any act, behavior, subtle or explicit pressure of sexual nature, or with that intent, that leads to pressure and an intimidating, hostile and/or offensive work environment.*

5. Client relationships

- 5.1. All collaborators, affiliate and guest professors, trainees and regional associates must be especially cautious about the secrecy that involves the contents of their work, the mentioning of company names, personal names or information that may identify them, before third parties, in public places such as restaurants, elevators, telephone conversations, external meeting and social media, in order to preserve the integrity and confidentiality, in compliance with the guidelines set forth in this Covenant.
- 5.2. FDC does not invite collaborators from its client organizations into its staff. In the case of spontaneous applications, where the applicant is selected, the hiring process will start only after he/she communicates the fact to the client organization.
- 5.3. Collaborators must go through a one-year waiting period to represent FDC before their former employer.
- 5.4. Managers and professors (full-time dedication, affiliate and guests) cannot work for FDC in programs hosted for competing organizations simultaneously. Their participation in a program that involves the interest of competing organizations is subject to an agreement between the parties involved, observing the confidentiality and secrecy of the information, whereby everyone's participation must be explicit.

6. Relationships with public institutions

- 6.1. FDC opposes any act of corruption against national or foreign public administration entities. All its policies, training and practices are driven toward preventing and restraining such behaviors, in accordance with the guidance set forth in the Code of Conduct*. In addition, the institution does not make payments to public officers or to executives of private companies, mainly from client companies, who are invited to make presentations and take part in panels, or to give testimony about their organizations. Exceptions are the executives, members of the public administration and elected representatives invited to lecture in classes as specialists in the relevant subjects.
- 6.2. Fundação Dom Cabral does not participate in political movements and does not develop educational solutions for candidates running for public posts. FDC provides services, within the educational area, for the public administration at all levels, with the purpose of improving and professionalizing the industry, and to qualify and develop public managers' competencies.

() Code of Conduct: document applicable to all those who, in some way, maintain a legal relationship with FDC. It aims to align with the parties the guiding principles of the conduct expected of them in the activities developed with FDC.*

7. Relationships with suppliers and service providers

- 7.1. Relationships with suppliers and service providers are based on ethical negotiation standards, mutual respect, honesty, transparency and the principles of free competition, in compliance with the laws.
- 7.2. Qualified suppliers and service providers, that is, those selected according to technical, professional and ethical criteria, must be treated in the exact same manner throughout all stages of the trading process.
- 7.3. The purchase of materials or services cannot involve suppliers (individuals or corporations) whose representatives have a spouse/companion or relative up to the second degree, as an FDC collaborator, involved in the trading process, unless expressly authorized by a competent authority in FDC.
- 7.4. Only those who respect human rights, the fundamental guarantees of human beings and that comply with the legal and tax requirements will be included in FDC's list of suppliers.
- 7.5. FDC expects its collaborators to carry out their relationships with suppliers in full compliance with the laws, the legal practices of the market and, especially, with the national and international standards, in addition to the guidelines set forth in the Code of Conduct.
- 7.6. Suppliers and service providers must always guide their conduct in the relationship with members of the public

administration, private entities and politically exposed persons, in good faith, upholding the standards of ethical behavior in that relationship. Any unlawful or criminal practice against the public administration, or even against private agents, as set forth in the Brazilian anti-corruption laws is forbidden.

- 7.7. It is hence forbidden to directly or indirectly promise, offer, authorize, grant, give or receive any advantage forbidden by law or by FDC's standards, either pecuniary or otherwise, to public or private agents and/or to any politically exposed person.
- 7.8. If the supplier or service provider is found in a situation that suggests any request or offer of undue advantage, they must refuse to do so and communicate the fact to FDC, through the Ethics Channel, as described in the item 15.2 of this document.
- 7.9. In case of uncertainty about a situation constituting a request of improper advantages, the supplier or service provider must consult the Ethics Channel before proceeding.
- 7.10. FDC does not tolerate any kind of corruption such as the payment of bribery, or the offering or receipt of undue advantages. Any practice that may be identified as an act of corruption against national or foreign public administration, or even against private entities, is strictly forbidden.
- 7.11. The suppliers and service providers are responsible for the selection of their commercial partners that must act in accordance with anti-corruption legislation and with what is set forth in this Covenant.

7.12. Suppliers, service providers and their partners may be audited or participate in training sessions, or even have their respective agreements terminated or suspended in the event of identification of any practice of criminal offense, unlawful act or contractual breach, as well as any breach of FDC's standards or Brazilian laws, especially the anti-corruption laws.

8. Relationship with collaborators

- 8.1. When recruiting candidates to fill job positions, FDC prioritizes the participation of its own collaborators in the process.
- 8.2. In recruitment, selection and promotion processes carried out by FDC, the candidate's competencies will be considered, seeking also to contemplate the diversity regarding aspects such as ethnicity, gender, sexual orientation, religious belief, social class, disability, among others.
- 8.3. Collaborators are not allowed to commercialize products and services at the workplace.
- 8.4. Collaborators may not report directly to their spouses/ companions and relatives up to the second degree. Cases of affective relationship that imply hierarchical relationships will be treated individually.
- 8.5. The nomenclature of the roles of collaborators and affiliate professors on business cards, email signatures and related materials must comply with the guidelines set forth in the specific procedures.

9. Relationships with affiliate professors, guest professors and full time dedication professors

- 9.1. Professors should always be respected, which includes not committing or allowing any acts of harassment, intimidation, physical, verbal or written violence, or any type of bias- or prejudice- related action.
- 9.2. Affiliate professors are expected not to provide services of the same nature of those provided by FDC to its client companies, either on their own or by means of legal entities, if contact with the company has been sponsored by FDC. Client companies are those to which FDC has provided educational services or are related to the subject matter of the institution within the past three (3) years. Any questions or doubts on the issue shall be forwarded to the person in charge of the Faculty Administration department for assessment.
- 9.3. When acting on FDC's behalf, professors shall not disclose and trade their services independently, unless authorized in advance by FDC's Executive Board.
- 9.4. FDC provides business cards to affiliate professors and they shall be used as an instrument to introduce themselves, as well as a reference when authoring intellectual productions, giving interviews and participating in public events related to FDC.
- 9.5. Affiliate and guest professors shall respect and communicate correctly their connection to FDC to introduce

themselves to external audiences, in visits to clients, upon registration in curricula, and in their posts in the social media.

Specific guidance addressing the professor's relationship with FDC is found in the **Professor's Manual**.

10. Participation in activities outside FDC

- 10.1. Collaborators should not perform any remunerated professional activities outside the institution if they are of the same nature as those carried out at FDC, and/or which may represent a conflict of interest, unless authorized in advance by the board of directors to which the collaborator is bound.
- 10.2. Volunteer activities involving FDC's name and image, and its material and human resources, must be authorized in advance by FDC's Executive Board.
- 10.3. The participation of registered collaborators on the boards of public and private companies and social organizations is allowed upon prior authorization by FDC's Executive Board.
- 10.4. Affiliate professors should officially inform the Faculty Administration department about their election as board members of any company, within 30 days of the date of their taking office.

10.5. Upon being selected to a public office or position through official examination, or to an elective office for an electoral mandate, registered collaborators must resign their activities during the full mandate in the relevant public post. However, if the applicable laws regarding the public posts allow the collaborator to carry out teaching activities, they may potentially not resign, provided that FDC is aware of the case and expressly authorizes it.



11. Relationships with regional affiliates

11.1. Relationships with regional affiliates are governed by a formal agreement between the parties and based on mutual respect, honesty and transparency, in accordance with FDC's principles and rules, and with the guidelines contained herein and in the Code of Conduct, and in compliance with valid legislation, furthermore compliant with FDC's legal nature as an educational institution.

12. Conflicts of interest

12.1. A situation is considered a conflict of interest when personal interests of the parties involved interfere with their performance or conflict with FDC's interests. A conflict of interest may be considered actual, potential or apparent, as below:

Actual: a situation where a conflict of interest actually exists and the parties involved are aware of it.

Potential: a situation that may become an actual conflict of interest.

Apparent: a situation where it may be construed that one of the parties has not acted with full integrity.

- 12.2. Any type of conflict can weaken the reliability or trustworthiness of the institution or of any party related thereto.
- 12.3. All who maintain a relationship with FDC must prevent and report any circumstances that may lead to conflicts of interest, in accordance with the guidelines of the specific policy.

13. Intellectual property

- 13.1. FDC complies with intellectual property laws, with respect to both any production of its collaborators or that of third parties.
- 13.2. All products developed by the FDC's collaborators, that stem from their performance on the functions for which they were hired, are intellectual property of the institution and may only be used or assigned to third parties upon express authorization thereof.
- 13.3. Upon the publication, distribution and disclosure of works produced and sponsored by FDC, the authors must identify its connection with the institution and clearly mention the support and/or resources received, whereas promoting any other institution is forbidden, except in case of co-authorship.
- 13.4. The use of didactic materials produced by third parties must be expressly authorized by the authors, clearly mentioning the product and the purpose for its use, as well as the author/owner and the sources. The library team should be contacted to apply for the rights of usage. The major guidelines are available in the library system.

14. Relationships with the communities

- 14.1. Our commitment to social development, the valuing of people and respect for government and non-government institutions guide FDC's relationships with the communities where it is located.
- 14.2. Donations, sponsorships and other forms of support for the development and improvement of community life should be in accordance with FDC's guidelines regarding sustainability, engagement and volunteer work.

15. Rights and obligations

- 15.1. The rights and obligations set forth in this Social Relations Covenant are an extension of one's relationships while working for FDC and, as such, must be complied with and respected. Behaviors that represent any breach or noncompliance with the guidelines set forth herein are subject to the application of corrective measures based on applicable laws.
- 15.2. It is everyone's duty to communicate any unlawful practices, criminal acts or violations of the standards set forth herein, or to the anti-corruption laws.

Reports may be registered through the following channels:

1. Communication to the immediate supervisor

2. Using FDC's Ethics Hotline:

- 0800 512 5599 (Brazil only)

- www.contatoseguro.com.br/fdc

- App Contato Seguro

15.3. Compliance with the guidelines set forth herein is everyone's responsibility. Use this Social Relations Covenant for guidance regarding your relationships with FDC's various stakeholders.

15.4. It is a duty of the Governance and Compliance Department to settle any issues and to provide the updates and applicability of this document.

Social Relations Covenant Management

Governance and Compliance Department

governanca@fdc.org.br

+55 31 3589-7205

Committee of collaborators in charge of the revision of the Social Relations Covenant

Abdon Campos, Adilson Demétrio, Alinne Borges, André Proença, Daniela Capella, Elaine Pereira, Marciane Macedo, Marina Spínola, Nádia Rampi, Renata Ferraz e Sandra Campos.

Collaboration: Professor Márcio Géa and Joaquim Lúcio Simões.

June/2020



FDC

Be relevant.