



Code of Conduct

April 16, 2025

Code of Conduct¹

This Code is based on our commitment to responsible business conduct and is based on Verite's Responsible Sourcing Tool. Suppliers are expected to understand and act consistent with the Dallas 2026 World Cup Host Committee's (hereinafter referred to as "DALLAS26") approach to respect worker rights, environmental stewardship, responsible contracting process. This Code applies to all suppliers at all tiers within the DALLAS26's supply chains and DALLAS26 expects its direct suppliers to communicate and enforce these expectations through their own supply chains.

Note: We require a \$15 hour wage floor for all DALLAS26 contracts. Any reference to local wages in this document, therefore, refers to our decision as an organization to make this the lowest wage paid unless a waiver is granted in accordance with the Supplier Qualification section of the Responsible Contracting Process Summary.

1. PURPOSE

To establish basic performance expectations for subcontractors, suppliers and vendors.

2. SCOPE

This Code of Conduct applies to all subcontractors, suppliers, vendors and other businesses. Including business partners providing materials, goods and services to DALLAS26.

3. CODE OF CONDUCT

Subcontractors, suppliers and vendors must take prompt and effective action when they become aware of code of conduct violations.

Suppliers must take appropriate steps to integrate the relevant requirements of this Code into their business management practices, such as via written policies, procedures and/or work instructions, responsibilities for implementation and appropriate monitoring and measurement. Suppliers are expected to:

- Align with Sustainability Event Management system guidance
- Communicate and enforce sustainable procurement expectations throughout the supply chain
- Measure and report sustainability and worker rights impacts
- Responsibly engage stakeholders in alignment with the DALLAS26 strategy
- Identify, manage, and report any worker rights and sustainability risks, including potential violations.

3.1 Human Trafficking, Including Forced Labor

DALLAS26 strictly prohibits forced labor in all our operations and in those of all subcontractors, suppliers, and vendors in our supply chain.

- 3.1.1 Workers will not be subject to any form of forced, compulsory, bonded, or indentured labor.
- 3.1.2 All work must be voluntary, and workers will have the freedom to terminate their employment at any time without penalty, upon giving reasonable notice.

3.2 Child Labor

Child labor is strictly prohibited. Child labor refers to work by any person under the age of 15, under the legal age for completion of compulsory education, **or** under the legal minimum age for employment according to national law, whichever is higher.

- 3.2.1 No worker under 18 may be hired for tasks hazardous to the child's physical, emotional, or intellectual development, including night shifts, overtime work, and working with hazardous materials and equipment.

3.3 Recruitment Fees and Transportation Expenses

- 3.3.1 Workers shall not be charged any fees or costs for recruitment as defined by the ILO², directly or indirectly, in whole or in part, including costs associated with travel to the receiving country and processing official job-related documents and work visas in both origin and destination countries.

3.4 Health, Safety, and Wellbeing

Employers shall ensure that their workers are provided with safe and hygienic working and living environments in accordance with prevailing industry standards and legal requirements. This means:

- 3.4.1 Accidents and incidents are prevented by the identification, evaluation, and control of health and safety hazards associated with both the employer's operations and place(s) of work.
- 3.4.2 Health and safety hazards are controlled following the control hierarchy of elimination, substitution, engineering controls, and administrative controls.
- 3.4.3 Suitable personal protective equipment is provided and used when hazards cannot be adequately controlled by other means.
- 3.4.4 Workers are trained in general health and safety issues and procedures and in the specific hazards associated with their jobs and those present in the place of work.
- 3.4.5 Emergency preparedness and response plans are established to address likely emergency situations.

² Fair recruitment initiative: [General principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs \(ilo.org\)](https://www.ilo.org/public/english/standards/inst/geneva-fair-recruitment-initiative/)

- 3.4.6 Appropriate first aid and subsequent medical treatment is provided to injured or ill workers to allow them to effectively recover from their injuries and illnesses and return them to their original job assignments.
- 3.4.7 Worker exposure to chemical, biological, and physical agents is routinely evaluated and controlled to prevent occupational disease.
- 3.4.8 Worker accommodation, food storage, preparation, and dining areas shall be clean, safe, and hygienic.

3.5 Contracts of Employment

- 3.5.1 Written contracts of employment will be provided to workers in their native language or a language the workers understand, clearly indicating their rights, responsibilities, and conditions of employment, including wages and rates of pay, benefits, working hours, locations of the work, transportation to and from the work site (if applicable), living conditions, housing and associated costs, work-related hazards, and other working and employment conditions.
- 3.5.2 Migrant workers shall be provided with a copy of their employment contract in their native language or a language they understand for their review at least five days before deployment to give them ample opportunity to review the terms and conditions of employment before accepting the job offer and signing the contract.
- 3.5.3 If workers are employed as day laborers, they shall receive a notice in a language they understand, outlining the conditions of the day's job each day they start a new job in advance of beginning the work.
- 3.5.4 Workers with difficulty understanding the written contract shall be given a verbal explanation of the contract's terms and conditions.
- 3.5.5 The practice of contract substitution or use of supplemental agreements by the employer to replace an original contract or any of its provisions with a new contract or terms less favorable to the worker is strictly prohibited.
- 3.5.6 The required notice period for workers to terminate their contracts early shall not exceed one month or what the law requires, whichever is shortest.
- 3.5.7 After beginning work, workers shall not be penalized for early termination of their employment contract upon giving the required notice.
- 3.5.8 The notice period shall be waived in situations where the worker has suffered harassment, abuse, or other forms of severe labor rights abuse or is a victim of forced labor. In such cases, the employer shall also be responsible for paying the cost of return transportation to the country of origin for the affected worker.

3.6 Retention of Personal Documents

- 3.6.1 Confiscating, destroying, withholding, or otherwise denying workers access to their identity or immigration documents, including work permits and travel documentation (e.g., passports), is prohibited.
- 3.6.2 Workers must always be in possession of their personal documents or be provided with individual secure and lockable storage facilities for their identification documents and other valuables that they may access at any time of their choosing and are protected against unauthorized access.

3.7 Bonds, Deposits, and Forced Savings

- 3.7.1 Workers shall not be required to lodge monetary deposits or security payments, pay levies, post bonds, or have a portion of their pay withheld at any time as a condition of obtaining or retaining employment.
- 3.7.2 Workers shall not be required to participate in savings programs. If a worker voluntarily participates in a savings program, the worker will always retain full control of his or her account.
- 3.7.3 Workers shall not be held in debt bondage or forced to work to pay off a debt.

3.8 Humane Treatment

- 3.8.1 The workplace shall be free of any form of harassment or inhumane treatment.
- 3.8.2 Disciplinary policies and procedures shall be clearly defined and communicated to all workers and shall not include any inhumane disciplinary measures, including corporal punishment, mental or physical coercion, or verbal abuse of workers.
- 3.8.3 The use or threat of physical or sexual violence, harassment, denunciation to authorities, and intimidation against a worker, his or her family, or friends and associates is strictly prohibited.
- 3.8.4 Disciplinary procedures should not include sanctions that result in wage deductions, reductions in benefits, ineligibility for bonuses and overtime, or compulsory labor.

3.9 Workplace Equality

- 3.9.1 All workers, regardless of nationality, ethnicity, race, gender, shall be treated fairly and equally.
- 3.9.2 1099 and migrant workers shall be provided with work conditions no less favorable than those available to country nationals (including wages, benefits, and accommodation).

3.10 Wages and Benefits (Subject to note under header on page 1)

- 3.10.1 All workers shall be paid at least \$15 per hour for all hours worked and shall be provided with all legally mandated leave, social insurance, and other benefits, unless a waiver is requested and granted.
- 3.10.2 Wage payments shall be made in full at regular intervals and directly to workers (in cash or by direct deposit), in accordance with applicable law, if any. They shall not be delayed, deferred, or withheld. All wage payments must meet the minimum of \$15 per hour for all hours worked. Wage deductions must not be used to keep workers tied to the employer or their jobs.
- 3.10.3 Only deductions, advances, and loans authorized by law are permitted and, if made or provided, shall only be taken with workers' full consent and understanding.
- 3.10.4 Workers shall be provided with information about hours worked, rates of pay, and the calculation of legal deductions at the time of their hire.
- 3.10.5 If wages are determined based on production quotas or piece rates, the pay rate shall allow workers to earn at least \$15 per hour within regular working hours without working overtime or unpaid extra hours. All workers must retain full and complete control over their earnings.
- 3.10.6 Deception in wage commitments, payments, advances, and loans is prohibited.

3.11 Working Hours

- 3.11.1 Workers shall not be required to work more than the number of hours permitted by national law. Where the law is silent, regular working hours shall not exceed eight hours per day and 48 hours per week, and total working hours, including overtime, will not exceed 60 hours.
- 3.11.2 All overtime shall be purely voluntary unless part of a legally recognized collective bargaining agreement. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities.
- 3.11.3 No worker shall be made to work overtime as a disciplinary measure or for failure to meet production quotas.
- 3.11.4 Mandatory meetings, training, or other required activities that occur before, during, or after regular working hours shall be compensated for as time worked.

3.12 Freedom of Movement and Personal Freedom

- 3.12.1 Workers' freedom of movement shall not be unreasonably restricted.
- 3.12.2 Workers shall have unrestricted access to basic necessities such as potable drinking water and toilets during both work and non-work hours at the work site or in employer or labor agent-provided or arranged housing.

- 3.12.3 Workers shall not be physically confined to the workplace or employer-provided or arranged housing, nor will any other coercive means be used to restrict workers' freedom of movement or personal freedom.
- 3.12.4 Mandatory residence in employer-provided or arranged facilities shall not be a condition of employment unless required by law.
- 3.12.5 Migrant workers may change employers without requiring permission from their employer or, if applicable, their recruiter, subject to local, state and national law restrictions.

3.13 Grievance Mechanisms

- 3.13.1 An effective, confidential grievance mechanism shall be established to ensure that any worker, acting individually or with other workers, can submit a grievance without suffering prejudice or retaliation of any kind.
- 3.13.2 Grievance mechanisms shall include the ability to report grievances anonymously.
- 3.13.3 Grievance mechanisms and information shall be available in workers' native language or a language the workers understand.
- 3.13.4 For migrant workers, the grievance mechanism shall be available from the point of recruitment.
- 3.13.5 The grievance procedure shall include an appeal process for workers who disagree with how grievance is resolved. Workers shall have access to support, including sources of information, advice, and expertise as needed, to overcome any barriers to using the grievance procedure.
- 3.13.6 This includes allowing workers access to worker centers that DALLAS26 establishes during Fan Fest or in association with any other DALLAS26 related activities.

3.14 Private Employment Agencies and Labor Recruiters (Subject to note under header on page 1)

- 3.14.1 Workers should be hired directly whenever possible.
- 3.14.2 When recruitment and hiring are subcontracted to a third party, due diligence shall be performed for all private employment agencies and labor recruiters to ensure they:
 - 3.14.2.1 do not charge recruitment fees or expenses
 - 3.14.2.2 comply with the local labor laws of the country in which recruiting takes place, ensuring all workers are paid at least \$15 per hour for all hours worked.
 - 3.14.2.3 use only trained employees; and
 - 3.14.2.4 do not use misleading or fraudulent practices during the recruitment of workers or offering of employment, such as failing to disclose basic information or making material misrepresentations regarding the key terms and conditions of employment.

- 3.14.3 The employer shall monitor the performance of agents and recruiters on an ongoing basis to ensure that no deception, fraud, and/or coercion occurs in the recruitment, placement, transport, or management of workers.
- 3.14.4 The recruitment of workers in one country for employment in another country shall respect all applicable international worker rights and labor standards and adhere to national laws, regulations, and collective agreements of the origin, transit, and destination countries.
- 3.14.5 Workers shall be made aware of their rights and responsibilities at the point of recruitment, including the provisions of this Code and all applicable laws and regulations of their country of origin and the country where the work is performed.

3.15 Worker Training and Awareness

- 3.15.1 Workers shall be made aware of their rights and responsibilities both verbally and in writing at the time of hire, in their native language or a language they understand.
- 3.15.2 The information provided to workers shall include the terms and conditions of their employment, the provisions of this Code, and all applicable laws and regulations of their country of origin, the country where the work is performed, and of any country and jurisdiction contracting the work.
- 3.15.3 Workers shall be trained upon arrival in the receiving country on the company's workplace rules and procedures, the grievance mechanism, the housing arrangements (if provided or arranged by the company), and the conditions of work, including any health and safety hazards and the precautions needed to ensure personal safety.
- 3.15.4 Workers shall also be informed that the procurement of commercial sex is prohibited.

3.16 Freedom of Association

- 3.16.1 In accordance with national law, workers shall not face retaliation for exercising their right to freely associate or bargain collectively, and employers must have a policy of neutrality towards these efforts.
- 3.16.2 Employers shall not ask about union affiliation during the recruitment process.
- 3.16.3 When national, state or local law prohibits or limits freedom of association and collective bargaining, workers shall have the freedom to form or join alternative worker representative organizations.

3.17 Housing

- 3.17.1 When housing is provided or arranged by the employer or recruiter, it shall meet the minimum housing standards set by local competent authorities; this applies to all types of workers, including migrant workers.
- 3.17.2 If the country of employment does not specify minimum housing standards, housing provided or arranged by an employer or recruiter shall meet the

standards specified in the International Labour Organization's Workers' Housing Recommendation.³

- 3.17.3 Costs for employer—or recruiter-provided or arranged housing shall be comparable with local market rates and must not increase workers' debt burden.

3.18 Environmental Stewardship

- 3.18.1 Suppliers are expected to align with the DALLAS26 principle of “do no harm” and a hierarchy of avoiding, reducing, and mitigating negative environmental impacts while also identifying positive environmental and legacy impacts. The DALLAS26 Environmental Sustainability Plan lays out the specific objectives for sustainability, and suppliers should consult DALLAS26 for aspects related to their specific scope of work.

- 3.18.2 All suppliers must:

- 3.18.2.1 Comply with all applicable environmental laws and regulations and any required permits.
- 3.18.2.2 Have in place appropriate measures to identify and manage adverse environmental impacts.
- 3.18.2.3 Collaborate on environmental education and awareness, where required.

- 3.18.3 Resource efficiency

- 3.18.3.1 Promote resource efficiency and the sustainable use of resources, including water, energy, and materials.
- 3.18.3.2 Minimize water use and use recycled water wherever possible.
- 3.18.3.3 Where relevant, have in place practices to conserve water resources and safeguard water quality through effective recycling systems and safe discharge practices for effluents.
- 3.18.3.4 Use energy-efficient equipment with high energy efficiency ratings, electric or battery-operated tools, maintain equipment at peak efficiency, and/or utilize other measures of powering equipment and tools for efficiency.

3.19 Greenhouse gas (GHG) emissions and air pollution

³ R115 – Workers' Housing Recommendation, 1961 (No. 115), International Labor Organization: [Recommendation R115- Workers' Housing Recommendation, 1961 \(No. 115\) \(ilo.org\)](https://www.ilo.org/public/libdoc/iloorg/1961/115.pdf)



3.19.1 Suppliers are expected to mitigate greenhouse gas emissions and other air emissions that harm the environment:

- 3.19.1.1 Minimize emissions to air, water, and land
- 3.19.1.2 Continuously improving energy management and efficiency (e.g., using/supplying products that meet or exceed recognized energy efficiency standards);
- 3.19.1.3 Selecting energy sources responsibly and taking appropriate steps towards adopting lower carbon intensity and renewable energy sources;
- 3.19.1.4 Using low or zero-emission transport modes, optimizing transport efficiency, and/or minimizing transport distances wherever possible.

3.20 Material Management

- 3.20.1 Handle hazardous substances and chemicals responsibly.
- 3.20.2 Use products properly, safely, and responsibly.
- 3.20.3 Avoid the use of chemicals in connection with goods and services that are harmful to human health and the environment wherever possible; this includes the use of any chemical that is banned or not approved for such use under the EU Registration, Evaluation, Authorization, and restriction of Chemicals (REACH) Regulation Waste & Circularity.
- 3.20.4 Implement specific measures to reduce waste to landfill and capture material value through circularity, reuse, recycling, and composting.
- 3.20.5 Provide materials, consumables, and packaging that are easily reusable, recyclable, compostable, or convertible in the local area.
- 3.20.6 Minimize single-use plastics, single-use materials, and packaging.
- 3.20.7 Promote circular business models and use of recycled content.

3.21 Biodiversity conservation

- 3.21.1 Safeguard biodiversity and conservation for native, threatened, or endangered species.
- 3.21.2 Respect land and cultural rights and the rights of Indigenous Peoples.

3.22 Governance

- 3.22.1 Suppliers must conduct their business ethically and responsibly and comply with all applicable laws, including those related to competition, the environment, labor, sanctions, anti-corruption, and anti-money laundering laws.



- 3.22.2 Suppliers will not improperly give or accept anything of value to gain business with the Host Committee. Suppliers must have internal accounting controls and appropriate anti-corruption, anti-bribery, and compliance policies and processes.