

**Terms of reference for hiring Consultant for study “Formative Study on Entrepreneurship Pathway”**

**SHORT TITLE:** Entrepreneurship Pathway Assessment

Year 2022

## 1. PROJECT SUMMARY

<b>Type of study</b>	<b>Formative study</b>
<b>Name of the project</b>	<b>Formative Study on Entrepreneurship Pathway</b>
<b>Project Start and End dates</b>	June 2022 to August 2022
<b>Project duration</b>	3 months
<b>Project locations:</b>	Saptari, Mahottari and Sarlahi
<b>Thematic areas</b>	Child Poverty
<b>Sub-themes</b>	FSL and ASST
<b>Donor</b>	Save the children (Various donors) Sponsorship
<b>Estimated beneficiaries</b>	The study will be carried out in 620 microentrepreneurs and 156 vocational training graduates.
<b>Overall objective of the project</b>	The major objective of this study to assess the key barriers to different on-farm and off-farm enterprises run by marginalised and deprived youths, by responding to and addressing the key economic, social, institutional and gender based cognitive barriers that hinder youth's agency and entrepreneurship opportunities.

## INTRODUCTION AND BACKGROUND

Child Poverty theme of Sponsorship project aims on improving the overall child wellbeing through improved food security and income status of parents/caregivers. This improvement is aimed to be achieved by addressing cognitive barriers faced by the poor and marginalised youths through relevant knowledge and skills for entrepreneurship in the agricultural sector and off-farm enterprises. This includes strengthening, and where needed establishing platforms for marginalised youths for employability and entrepreneurship. The Sponsorship project also provisions loans to the trained youths through establishment and operation of Child Endowment Fund (CEF) at cooperatives. The cooperative members are provided with relevant knowledge and skills on management and operation of CEFs. Further they are supported to formulate and apply youth and poor family friendly financing policies that contribute to economic empowerment of youths. Majority of the farmers (leasehold farmers), micro-enterprise and vocational skill graduates promoted by the project are progressing well in terms of business continuity and profit generation. Still there are many who are struggling to continue their business, and those who are still operating, are facing challenges in making profits and business expansion. Save the Children intends to assess the perceptions of youths towards their business and reasons for not being able to continue and/or expand business as expected. There is a need to reinvigorate the sector to appeal to new generation.

As of 2021, the project developed 620 micro-entrepreneurs from Saptari, Mahottari and Sarlahi districts. Similarly, a total of 76 youths graduated from vocational skill

training in the sectors like tailoring, motorcycle repairing, mobile repairing, house wiring, electrician and mason.

Table 1: ME and VT Enrolled in Sponsorship program in Madhesh Province

Partner name	Graduated							Pipeline for graduation				Grand Total
	SABAL	ST S	RRP K	RWU A	RY C	CFW A	Total	Saptari	Sarlahi	Mahotari	Total	
<b>Micro Enterprises</b>	207	185	55	0	23	23	<b>502</b>	30	13	75	<b>118</b>	<b>620</b>
<b>Vocational Training</b>	38	38	0	0	0	0	<b>76</b>	30	32	18	<b>80</b>	<b>156</b>

## 2. SCOPE OF STUDY

### 2.1 Purpose, Objectives and Scope

The ultimate purpose of this study is to analyse the Micro-enterprise and Vocational Training (MEVT) components of sponsorship FSL and ASST program dimensions that shape intended outcomes. The overall objective of this study is to explore the extent to which existing entrepreneurship programs are in line with regional and local market requirements, and to determine whether they are remunerative for the participants/entrepreneurs or not. This study will further identify the barriers being faced by the women and youth entrepreneurs to promote and expand their business.

The specific objectives are:

- To assess attitude of ME/VT towards entrepreneurship.
- To identify different types of barriers faced by ME/VTs.
- To explore government policies that attract and support ME/VT graduates for entrepreneurship.
- To recommend necessary changes and ways forward in terms of interventions and approaches of delivery that contribute to the overall FSL outcome.

The study team will work in close consultation with the Child Poverty Reduction Advisor, Technical Manager-CPoV and MEAL team at Co/FO after the commencement of the assignment.

### 2.2 Intended Audience and Use of the Study

Primary intended audience of the study are micro-entrepreneurs and vocational skill training graduates trained by the project. Following is the detail of the audiences:

Stakeholder	Further information
Project donor	Sponsorship
Implementing organisation	Save the Children, Nepal
Implementing partners	STS, SABAL, CFWA, RUWA, RRPK, RYC
Stakeholders	Cooperatives, MFIs, ASST Service providers, Local government
Beneficiaries	ME and VT graduates.

### 3. STUDY METHODOLOGY

#### 3.1 Study Design:

Based on the intended objectives above, the consultant will propose appropriate study design.

#### 3.2 Study Area:

The study will be conducted in Surunga, Khadak, Thilathikoilari, Bisnupur, Chinmasta, Rajbiraj of Saptari, Jaleswor, Bardibas of Mahotari, Ishworpur and Godaita municipalities of Sarlahi district of Nepal.

#### 3.3 Study Population:

The study population constitutes a total of 620 ME and 156 VT that the project has trained by the project.

The inclusion and exclusion criteria for the study will be as below:

##### **Inclusion Criteria:**

- *The main respondent's of the study are ME and VT graduates from the sponsorship project.*
- *Respondents should be graduates by April 2022.*
- *Participants/ respondents who provide consent for the study.*
- *Representation from each palika should be maintained.*
- *Male and female proportion should be maintained based on population size.*

##### **Exclusion Criteria:**

- *Person who are trained from other developments organization project.*
- *Respondents should be excluded who are graduated before 2014.*
- *Participants who don't provide consent and were not taught curricula will be excluded.*

#### 3.4 Sample Size:

The required sample for the study will be calculated and proposed by the consulting firm/consultant in the proposal.

#### 3.5 Sampling Technique: Consultant will propose appropriate sampling techniques required for this study.

#### 3.6 Data Collection Procedure

The consulting firm/consultant will employ multiple tools to conduct the survey. It shall include at least a thorough literature review and face to face interviews with ME/VT graduates, and various stakeholders in the private, public and governmental realms.

#### 3.7 Ethical Considerations

Principle of ethics i.e., voluntarism, informed participation, confidentiality, minimization of risk and maximizing benefits will be ensured throughout the study.

## Consent Process

Respondents need to be asked for their consent before participating in the interview process. In case of children, their parents will also be asked to provide consent for their wards participation in the survey. If they refuse to give consent, their children will not be involved in the study.

## Provisions to Protect the Privacy Interests of Participants:

- I. *Interviews will be held in locations that are private and safe and protect the privacy of subjects. Survey interviews will be in locations where others will not be able to hear the conversations. All participants will be de-identified in the data for analysis. Only members of the research team will have access to the data collected for analysis.*
- II. *The written consents will have the names of those participating in the surveys. The consultants will also keep a list of participant names corresponding to a participant identifying code, to follow up with any participants for follow on assessments. This list will be saved on SC Nepal computers and password protected by Save the Children program monitoring and evaluation staff that are part of the study.*
- III. *The study data and information will be used only for this research purpose. All the copyright remain in Save the children in Nepal.*

## 4. EXPECTED DELIVERABLES

- A. Inception report: that reflects the refined version of the methodology, tools and work plan. This workplan needs to be finalized in close consultation with field team, at least with Technical Manager- Child Poverty.
- B. A copy of the raw and clean data collected during the study,
- C. Mid-assignment meeting with TA/Child Poverty Reduction Advisor to discuss and approve initial results and confirm next steps.
- D. Draft report
- E. Validation workshop comprising the selected participants those involved in the study process (MEVT, local government representatives, CCI representatives, Partner NGOs and SCI professionals). Consultant is required to present the findings and recommendations in this workshop.
- F. The final report in the standard format. The study report should basically include the following sections: *-Acknowledgements -Glossary/Acronyms - Executive summary (one page maximum), Introduction - -Research methodology - Limitations -Findings -Conclusion and recommendations -Appendices*
- G. Final report should be between 30-40 Pages.

## 5. REPORTING AND GOVERNANCE

Verbal reporting each week to the Technical Manager-CPoV by outlining progress made over the past week. Study Management

Tentative Timeline with key deliverables has been given below. The final timeline and deliverables will be agreed between consultant and SCI upon the receipt of inception report.

What	Who is responsible	By when	Who else is involved

<b>Kick off meeting with the consulting firm/consultant</b>	Supply Chain Coordinator,	8-Jul-2022	CPoV reduction Advisor, Technical Manager, MEAL team, Supply Chain
<b>Inception report</b>	Consulting firm	18-Jul-2022	Technical Manager, CPoV Reduction Advisor
<b>Data collection and KII</b>	Consulting firm	15-Aug-2022	
<b>Draft report (V1)</b>	Consulting firm	5 <sup>th</sup> Sep-2022	MEAL/Technical Manager
<b>Validation workshop</b>	Technical Manager- Child Poverty	12 <sup>th</sup> Sep 2022	CPoV Coordinators/Technical Manager, Child Poverty Advisor, Associate Director (EFO), Programme Manager (EFO), representatives from Partner NGOs, selected MEVT graduates, CCI representatives, local government representatives from study areas.
<b>Review of report based on the inputs obtained from the validation workshop</b>	Consulting firm	27 <sup>th</sup> Sep 2022	
<b>Deliver draft report (V2) for SCI review</b>	Consulting firm	10 <sup>th</sup> Oct 2022	CPoV Reduction Advisor /MEAL team
<b>Final Report</b>	Consulting firm	18 <sup>th</sup> Oct 2022	Program, Supply Chain
<b>Contract End &amp; Final Payment Release</b>	Save the Children	29 <sup>th</sup> Oct 2022	Supply Chain/ Finance

## 6. STUDY TEAM AND SELECTION CRITERIA

Offers will be first assessed on their technical merits using the evaluation criteria. Only technical scores of at least 70% points will qualify for the financial review. The financial offer weight is 50% from the total weight of the evaluation while the technical offer is 50%. Following is the detail of scoring criteria while selecting proposals:

S. N.	Major topic	Score weightage
1	Organization background (experience of similar works/ studies)	20%
2	Proposed Human resource/s and team leader's academic qualification	5%
3	Understanding of TOR, Proposed methodology and tools	25%
4	Budget	50%

S. N.	Major topic	Score weightage
Total		100%

### Preferred qualification of the consulting firm/consultant:

The consultant/firm should have following competencies:

- Conducting ethical and inclusive studies involving child participatory techniques
- Conducting ethical and inclusive studies involving marginalised groups in culturally appropriate and sensitive ways
- Managing and coordinating a range of govt., community groups and stakeholders
- A track record of open, collaborative working with clients
- *Sound knowledge, extensive experience, and proven skills in carrying out assessment and surveys focusing on livelihoods, enterprises and markets*
- *Good knowledge around formative research with micro-entrepreneurs and vocational skill trainees, track record of similar works including economic analysis of different SMEs*
- *Master's degree in economics, business administration, enterprise development or similar disciplines with at least 5 years of relevant experiences. Ph. D. is preferred.*

### Proposal Submission Guideline/Required Documents

- *Proposal Submission Deadline- June 19, 2022*
- *Required Documents-*
  - *Filled out Proposal Form (enclosed with this ToR)*
  - *CV(s) of the Consultant(s) with full date of birth in dd/mm/yyyy format. The date of birth is required for vetting purpose. The CV should clearly entail the detail works of consultant along with the clients/employees' detail.*
  - *For firms: Copies of- Firm registration certificate, PAN/VAT registration certificate, Latest tax clearance certificate. For firms that are tax exempted by the government, a copy of tax exemption certificate should be submitted.*
  - *For Individuals: Copies of citizenship certificate and PAN/VAT registration certificate*
- *If any documents/information is not available or not applicable, the reason(s) must be clarified in the proposal form. Save the Children will have the right to disqualify the proposals from the selection process if the proposal submission guideline has not been followed.*
- *The consultant should submit the detail required costs for the following:*
  - *All the costs incurred to deliver the deliverables: consultants' remuneration, including the of travel to and from study sites, accommodation in field and including internal travels.*

## 7. SCHEDULE OF PAYMENT

The following payments will be made to the consultant using and agreed mode of payment

- Finalization of inception report: [30%]
- Sharing of 1<sup>st</sup> draft report: [ 30%]
- Upon submission of all primary data and final reprt: [40%]

## 8. HOW TO APPLY

**The proposals - both the technical and financial - shall be submitted** to save the Children in the following email address:

email at: [procurementefo.nepal@savethechildren.org](mailto:procurementefo.nepal@savethechildren.org)

Or,

Hard Copy paper can be submitted in the following address:

**Supply Chain Department**

**Save the Children, Nepal**

**Eastern Field Office, Bardibas**

**Bardibas -01, Mahottari, Madhesh Province**

The envelope/Email should clearly be subjected as "Technical/Financial Proposal for "Formative Study on Entrepreneurship pathways".

(To save paper print, ultimately save our environment, suppliers are encouraged to submit their proposal electronically. The electronic document's each page must be digitally or electronically signed off by the suppliers.)

ToR prepared by:	XXX
ToR approved by:	XXX
Date of sign off:	9-Jun-2022

### Who can I contact if I have a question or comment about this document?

The consulting form or consultant can directly contact to [dhirendra.joshi@savethechildren.org](mailto:dhirendra.joshi@savethechildren.org) or 044-550720/21/22/23 ext. number 158 for questions or clarification. Queries seeking confidential information shall not be entertained.



**Instruction and Template for  
PROPOSAL Submission**  
**<Formative Study on Entrepreneurship Pathway>**

Date of Proposal Submission: <Insert date>

This instruction & template for proposal development consists of the following sections:

1. **Section A:** Instruction for Proposal Development
2. **Section B:** Proposal Development Form

**Section A: Instruction for Proposal Development**

Please **READ** and **FOLLOW** the instructions before completing the proposal form

1. A proposal will not be considered for review if:
  - It is received after the deadline
  - It is not sealed properly (**NA in case of email proposals**)
  - There are any missing documents mentioned in the ToR
  - Information submitted by the company is found to be false
  - It is incomplete
2. A proposal should have three (3) separate file **with clear file name**
  - 1<sup>st</sup> for CVs of Proposed Consultants listed in Section B, Part 2 below.
  - 2<sup>nd</sup> for technical proposal
  - 3<sup>rd</sup> for financial proposalAll the supporting documents and the proposal should be stamped and signed.
3. Only shortlisted bidder/s will be contacted by Save the Children at each stage of the selection process.
4. Shortlisted bidder/s will be invited to deliver a 15minute presentation to the Procurement Committee on their technical proposal.

**Section B: Proposal Development Form**

**I. Organization Information (NA in case of individual consultant)**

Name of the organization : .....

Address : .....

District/State : .....

Country : .....

Phone number : .....

E-mail : .....

Website : .....

**II. Details of contact person**

Name : .....

Position : .....

Phone Number : ..... (Landline) ..... (Mobile)

E-mail : .....

**III. Major topics and sub-topics for proposal development** (Below outlined all questions have been assigned an appropriate weightage for the proposal evaluation, please do not left blank in any questions)

**1. Organization Background (NA in case of individual consultant)**

Brief Organizational background and work experience (work experience only for individual consultant)

.....  
 .....  
 .....

**2. Signatory and Proposed Consultants Information:**

SN	Full Name (Avoid abbreviations)	Date of birth (dd/mm/yyyy AD)	Designation	Academic Qualification

**3. Understanding of TOR and Proposed Methodology to conduct this study**

*(Please outline your understanding on this TOR and proposed approach to this assignment including an outline as to the methodology to be used.)*

**a. Understanding of TOR:**

.....  
 .....

**b. Proposed Methodology:**

.....  
 .....

**4. Do you have experience in Conducting ethical and inclusive studies? List any two.**

Name of Study	Client Name	Project Year	Location of Study	Role of your firm/ individual in the study

Note: Please add row as required.

**5. List out the experience in similar type of studies as mentioned in TOR (attached). (List of Max. 5 studies)**

Name of study	Client/ Location	Role of your firm/ individual in the study	Team Leader Name




Note: Please add row(s) as required.

6. **Proposed Budget with clear breakdowns (specify the proposed cost is inclusive / exclusive of VAT)**











Expenditure Head	Budget (NPR)
1.	
2.	
3.	
4.	

Note: Please add row(s) as required.

**ESSENTIAL CRITERIA (Exclusion if not met)**

In order to qualify as a bidder, you must be able to answer ‘Yes’ against all of the Essential Criteria. After passing the essential criteria you will be scored against Capability and Commercial criteria.

S. N	Criteria	Please specify Yes / No
a)	Do you agree to comply with SCI standard policies and procedures, Terms and Conditions of Purchases as stated in RFP? <ul style="list-style-type: none"> <li>• Save the Children’s Terms and Conditions of Purchase</li> <li>• Save the Children’s Child Safeguarding policy</li> <li>• Save the Children’s Anti-Bribery and Corruption policy</li> <li>• Save the Children Human Trafficking and Modern Slavery policy</li> <li>• Protection from Sexual Exploitation and Abuse Policy</li> <li>• Anti-Harassment, Intimidation &amp; Bullying Policy</li> <li>• IAPG Code of Conduct</li> <li>• Global Fund Code of Conduct for Suppliers</li> <li>• The Data Protection Policy</li> </ul>	
b)	Do you confirm that you are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this?	
c)	Do you confirm that you are not a prohibited party or on government blacklisting	
d)	Have you attached a PAN/VAT registration certificate; Tax clearance certificate (for FY 2077/078) or valid evidence of submission of tax details acknowledged by IRD.	
e)	Please read SCI supplier policies attached with TOR. Do you agree to comply SCI policies attached with TOR?	

	<ul style="list-style-type: none"><li> 1. Terms &amp; Conditions of Purchase.pdf</li><li> 2. Child Safeguarding Policy.pdf</li><li> 3. Fraud, Bribery &amp; Corruption Policy.pdf</li><li> 4. Human Trafficking and Modern Slavery Policy.pdf</li><li> 5. Code of Conduct for IAPG Agencies and Suppliers.pdf</li><li> 6. PSEA Policy.pdf</li><li> 7. Code of Conduct.pdf</li><li> 8. Global Anti-Harassment Policy.pdf</li><li> 9. Data Protection Policy.pdf</li><li> 10. Code of conduct for suppliers_The Global Fund.pdf</li></ul>	
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# **APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE**



# TERMS AND CONDITIONS OF PURCHASE

## 1 Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and Save the Children International (the "Customer"), in relation to the purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

## 2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

## 3 Ethical Standards

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.



- 3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.
- 3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

## **4 Delivery / Performance**

- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

## **5 Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

## **6 Price and Payment**



Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

## **7 Termination**

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:

a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

7.3 In the event of termination, all existing purchase orders must be completed.

## **8 Supplier's Warranties**

8.1 The Supplier warrants to the Customer that:

a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;

b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and

c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

## **9 Force majeure**

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control





(a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

- 9.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## 10 General

- 10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with Nepalese law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Nepal to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.



## SCI POLICY: CHILD SAFEGUARDING

<b>Functional Area:</b>	Child Safeguarding
<b>Owner (Name + Position):</b>	Helle Thorning-Schmidt , Chief Executive Officer, Save the Children International
<b>Approved by:</b>	Senior Leadership Team
<b>Date of Approval:</b>	20/11/2018
<b>Version:</b>	V2
<b>Date for Review:</b>	20/11/2019 (1 year for the initial review and then every three years).
<b>Languages (inc. hyperlinks):</b>	English, French, Spanish, Arabic plus any other language as needed to ensure the document is fully understood
<b>Applicable to:</b>	All SCI staff, trustees and all others involved in the work of SCI including, but not limited to, secondees volunteers, interns, and third parties connected with SCI, including partners, implementing partners, consultants, contractors, and visitors to Country Offices.

### SECTION 1: PURPOSE

**Safeguarding the children that we come into contact with throughout our work is a key priority for Save the Children International (SCI)**

Within Save the Children, Child Safeguarding is making Save the Children safe for children. It is our **individual and collective responsibility** to ensure all children are protected from deliberate or unintentional acts that lead to the *risk of, or actual*, harm caused by Save the Children staff, representatives, partners, volunteers, contractors and visitors to our country programmes.

SCI acknowledges fully the duty to safeguard and promote the welfare of children, and ensure all our safeguarding measures are embedded, accessible and communicated clearly to staff, partners, children and their communities, in a language they understand.

SCI is aware that there may be additional vulnerabilities facing children associated with their age, socio-economic background, disability, gender, racial heritage, religious belief, identity, sexual orientation or identity, and is committed to ensuring this does not form barriers to effective safeguarding.

SCI will take all reasonable steps to make itself safe, both as an organisation and in the conduct of all aspects of its day-to-day operations of emergency, humanitarian, developmental, policy and campaigning work.

SCI's Board, including a Safeguarding Trustee, plus the Senior Leadership Team, will ensure that adequate steps are taken to best reflect the cost of implementing this policy in operational plans, budgets and funding proposals.

**This includes:**

- providing an appropriate safeguarding staffing infrastructure for SCI;
- providing finances, information, guidance, training, learning and development at regional, country and program levels;
- assigning a designated Board Member with the responsibility for child safeguarding oversight through proactively 'checking and challenging' that safeguarding is effective throughout the organisation, and is considered in relevant Board decisions;
- implementing appropriate responses to alleged breaches of this policy;
- providing 'Minimum Safeguarding Requirements' to ensure consistency of safeguarding provision across SCI and its partner network.

**Save the Children International commits to:**

- valuing and listening to all children and young people;
- ensuring that all staff and people directly associated with our work understand their personal responsibility to prevent and report any form of child abuse and sexual exploitation of children;
- diligently implement our child safeguarding system by applying relevant policies, procedures, training and other learning opportunities across SCI and with our partners and relevant third parties;
- ensuring that the organisation creates the right culture and a safe and trusted environment for anyone to report child safeguarding incidents and/or concerns verbally or in writing and through child friendly and accessible mechanisms;
- all safeguarding actions and decisions are taken in the best interests of the child and put the safety and welfare of the child first;
- reporting suspected or known child safeguarding concerns, violations of this policy and Code of Conduct through the SCI incident reporting system (DATIX) within 24 hours of the incident coming to SCI's attention. Local reporting requirements for child abuse and potential criminal offences also apply and should be done in accordance with applicable legal standards;
- ensuring that detailed and accurate records of all safeguarding concerns are collected, processed and stored securely, in accordance with the relevant data protection laws;
- implement systems and processes to ensure we do not knowingly employ or contract anyone who poses a risk to children or brings them into contact with children connected to SCI;
- applying the safeguarding components as set out within the partnership procedures and tools;
- addressing failure to comply with this policy without delay, which may ultimately result in termination of contracts or agreements, including dismissal;
- prompt reporting of serious child safeguarding incidents, by the SCI legal team, to the Charity Commission and other law enforcement agencies and regulators as required.

This policy has been approved in its entirety and must not be modified or customised without the express authorisation of the Senior Leadership team through the **Chief People Officer, Save the Children International**.

## SECTION 2: POLICY STATEMENT(S)

List each policy statement, outlining the principles that govern the way SCI works.

1	<p><b>Child Safeguarding System:</b></p> <p>Humanitarian workers and other representatives of INGOs, such as Save the Children, are placed in a position of special trust by the populations they serve. When that trust is exploited and standards for safeguarding children fail, immense damage is caused with long-term effects on the lives of children and their families, and implications for the credibility and reputation of the organisations involved. Save the Children has a zero-tolerance approach to child abuse and sexual exploitation of children by our staff, our partner's staff and those who represent us.</p> <p>SCI's Child Safeguarding system is made up of four key areas: Awareness, Prevention, Reporting and Response. Each of these areas has activities that continue throughout the life cycle of our development and humanitarian work in the countries we operate in either directly or through partners. We adopt a child centred approach to child safeguarding.</p>
2	<p><b>Definition and Scope:</b></p> <ul style="list-style-type: none"> <li>• SCI defines a child as anyone under the age of 18</li> <li>• The highest standards of safeguarding must be applied across all of SCI's programmes and offices and applied to all SCI staff. The policy also applies to secondees, volunteers, interns, and third parties connected with SCI, including partners, implementing partners, consultants, contractors, and all visitors to Country Offices.</li> <li>• This policy covers all forms of child abuse. Save the Children recognises five categories of child abuse, which are sexual abuse, physical abuse, emotional abuse, neglect and exploitation. Other sub-categories may be adopted from time to time. The policy also covers any poor safeguarding practice.</li> </ul>
3	<p><b>Implementation and Review</b></p> <ul style="list-style-type: none"> <li>• SCI's Child Safeguarding Policy will have an initial review after one year and then after every three years.</li> <li>• SCI's Child Safeguarding Policy and procedures together with the SCI Code of Conduct covers all aspects of our operations and programming and will be implemented in all SCI country programs, regional offices, Centre and any other office or program operating under the auspice of SCI.</li> </ul>
4	<p><b>AWARENESS AND PREVENTION</b></p> <p><b>Dissemination/Awareness Raising</b></p> <ul style="list-style-type: none"> <li>• SCI will ensure the Child Safeguarding Policy, Code of Conduct and reporting procedures and mechanisms are made widely available and publicised to children, their carers, all staff, partner staff and all relevant third parties and stakeholders and in a language and format, they understand.</li> <li>• All visitors to SCI programs or offices who will have contact with children will be made aware of the SCI Child Safeguarding Policy, relevant procedures and Code of Conduct and the behaviour and conduct expected of them.</li> </ul>

5	<p><b>Personal Responsibility</b></p> <p>All staff, representatives of SCI and third parties connected with SCI must demonstrate the highest standards of behaviour and conduct towards children both in their private and professional lives. They have a responsibility to understand and promote the Child Safeguarding Policy, procedures and the Code of Conduct. They must do all that they can to prevent, report and respond immediately to any child safeguarding concerns.</p> <p>‘Unacceptable behaviour and conduct’ refers to committing any acts of physical, emotional or sexual abuse, neglect or exploitation of a child and putting them at risk of deliberate or unintentional harm; non-compliance with policies and procedures and failing to take appropriate action to prevent or report any violations and poor safeguarding practice.</p> <p>It is the responsibility of every individual contracted or associated with SCI’s work to make sure incidents that breach the SCI Child Safeguarding Policy, Code of Conduct and other related policies are reported and recorded through the appropriate mechanisms.</p>
6	<p><b>Recruitment, induction and training of staff</b></p> <p>Safer recruitment: SCI ensures its recruitment processes are rigorous, in line with statutory requirements and best practice guidance. These processes include the use of DBS or police checks where available on all employees, and checking three references.</p> <p>SCI reserves the right to terminate contract negotiations or refuse to engage an individual, if appropriate criminal record checks are not undertaken, or cannot be undertaken for roles that are identified as working with or having contact with children. This will also apply in the event where background and reference checks reveal that the person is not suitable to work with Save the Children or has omitted key information.</p> <p>All staff, volunteers and interns are required to complete mandatory Child Safeguarding training within a designated time period from joining the organisation and attendance is recorded.</p> <ul style="list-style-type: none"> <li>• Country office staff are required to complete mandatory safeguarding on-line awareness training within the first working week, with an additional face to face training provided within the first 90 days or prior to travelling to the field and having direct contact with children in our project areas;</li> <li>• SCI Centre staff, volunteers and interns are required to complete the online child safeguarding awareness session within the first week of joining the organisation and attend a child safeguarding face-to-face induction training within 90 days of starting.</li> </ul>
7	<p><b>Ensuring our work is safe for children through Safer Programming</b></p> <p>Safer Programming is a crucial element of our child safeguarding approach and commitment to ‘Do No Harm’ as a result of the initiatives and activities within all of our programmes and humanitarian responses. This includes our media, advocacy and campaigns work. All areas of work must be resourced appropriately to prevent, mitigate and manage the risk of abuse, exploitation and harm to children at every stage of the project cycle.</p> <p>SCI will, as far as possible, provide a safe physical environment for children by applying health and safety measures in accordance with relevant law and regulatory guidance. We will comply with the relevant industry/sector standards and promote good practice within all thematic areas in which we work.</p> <p>This will be achieved by:</p>

	<ul style="list-style-type: none"> <li>• ensuring risks to children’s safety and well-being are identified and assessed and managed from program design to exit;</li> <li>• carrying out risk assessments for activities involving children or those, which have a direct impact on children. This includes any construction carried out by SCI or a third party on SCIs behalf, research, advocacy and media campaigns and events and travel involving the participation of children;</li> <li>• ensuring child friendly reporting response and feedback mechanisms are in place;</li> <li>• integrating child safeguarding into the project planning and management cycle, including monitoring, evaluation, accountability and learning;</li> <li>• child safeguarding forms part of SCI’s thematic ‘common approaches’ which set out our best understanding of how to solve a particular problem for children and improve our quality and impact for children;</li> <li>• child safeguarding is integrated into all of our functions including, but not limited to, programme quality and impact, operations, supply chain, logistics, IT, Awards, Human Resources, safety and security, partnerships, advocacy, campaigns, media and communication;</li> <li>• resources for child safeguarding are included in every program design, project proposal and budget.</li> </ul> <p><b>For further information refer to the ‘Safer Programming Procedures’ and ‘Child Safe Programming Guidelines’.</b></p>
8	<p><b>Comprehensive Safeguarding Risk Assessment from ‘design to delivery and exit’ for all programmes, projects and humanitarian responses. This includes working with and through partners.</b></p> <p>No program, project or proposal will be approved until a thorough safeguarding risk assessment has taken place which will include:</p> <ul style="list-style-type: none"> <li><b>Step 1:</b> Identifying the level of contact with children;</li> <li><b>Step 2:</b> Identifying the risks to children inherent in the thematic areas of work/ approaches, operational procedures and systems and delivery of activities;</li> <li><b>Step 3:</b> Assessing the individual program, project or organisation’s focus on children;</li> <li><b>Step 4:</b> Assessing the strength of safeguarding systems already in place, including appropriate training and application and embedding of relevant policies and procedures;</li> <li><b>Step 5:</b> Assessing the potential risk posed by the individual program/project or organisation, identifying mitigating factors as the result of Steps 3 and 4;</li> <li><b>Step 6:</b> Establishment of the overall contextual safeguarding risk and a decision to proceed or not;</li> <li><b>Step 7:</b> Resource Plan and agreements to mitigate and manage risks;</li> <li><b>Step 8:</b> Monitoring of any action plan and/or agreement in place within the programme, project or partner.</li> </ul> <p><b>For further information refer to the ‘Partnership Procedures’ and the ‘Safer Programming Procedure and Guidelines’.</b></p>

<p style="text-align: center;"><b>9</b></p>	<p><b>REPORTING AND RESPONSE</b></p> <p><b>Reporting and Investigations</b></p> <ul style="list-style-type: none"> <li>• Save the Children is committed to a robust reporting and investigation procedure which leads to timely and effective reporting and investigation involving the right internal or external professionals</li> <li>• All staff, partner staff, implementing partner staff, contractors, visitors and volunteers are mandated to report any suspected child safeguarding incidents or concerns to the <b>SCI Country Child Safeguarding Lead or Focal Point</b>; and Child safeguarding concerns involving criminal conduct reported to the relevant statutory authority unless to do so would place the child at additional risk of harm or there is another justifiable risk in reporting</li> <li>• There is no threshold for reporting a child safeguarding concern as described in this policy. Any concern, however minor, must be reported;</li> <li>• All suspected or actual incidents are to be reported as a matter of urgency and always within 24hrs of a person becoming aware of the incident;</li> <li>• SCI’s Regional Child Safeguarding Directors are to notify the relevant Member via the DATIX system of a suspected incident or concern within 48 hours of receiving a report and no later than 5 business days;</li> <li>• Save the Children Members are responsible for notifying donors as per their contractual requirements;</li> <li>• Incidents must be reported through the on-line reporting system (DATIX) which allows anyone working for SCI and with an SCI email address contracted by the Centre, Regional and Country Offices to report incidents in a safe and confidential manner and must be used by SCI employees;</li> <li>• Non-SCI staff can report verbally or in writing through local reporting procedures;</li> <li>• Where required SCI’s legal department will report serious safeguarding incidents to the Charity Commission and UK law enforcement agencies;</li> <li>• Taking no appropriate action when there is a concern regarding the welfare of a child is not an option; SCI staff, trustees and all others involved in the work of SCI including but not limited to secondees, volunteers, interns, and third parties connected with SCI recognise that the failure to report is a breach of the Child Safeguarding Policy.</li> </ul> <p><b>For further information refer to SCI’s Reporting, Response &amp; Case Management Procedures and Investigation Procedures.</b></p>
<p style="text-align: center;"><b>10</b></p>	<p><b>Poor Safeguarding Practice</b></p> <p>Poor safeguarding practice takes place whenever staff or any other person fail to provide the standard of care and support expected and directed by policies, procedures and training delivered by SCI. Poor safeguarding practice can occur through non-compliance with policies and procedures and when staff and third parties to whom this Policy applies ignore the rights and welfare of beneficiaries. Continued poor safeguarding practice may cause harm and can become abuse.</p> <p>SCI takes poor safeguarding practice seriously and deems it unacceptable. Poor safeguarding practice must be reported. All reported cases of poor safeguarding practice will be dealt with in line with SCI safeguarding policies and/or disciplinary processes.</p> <p>Examples of poor safeguarding practice include:</p> <ul style="list-style-type: none"> <li>• when insufficient care is taken to prevent harm;</li> </ul>

	<ul style="list-style-type: none"> <li>• allowing abusive or concerning practices to go unreported;</li> <li>• placing children or young people in potentially compromising and uncomfortable situations with adults, including through the use of technology/social media;</li> <li>• ignoring health and safety guidelines;</li> <li>• failing to adhere to SCI's construction policy and procedures;</li> <li>• failing to adhere to supply chain procedures which result in risk or harm to child/children;</li> </ul> <p><b>SCI's mandatory 'Child Safeguarding Procedures' must be followed at all times.</b></p>
11	<p><b>Humanitarian Responses</b></p> <p>SCI has a commitment to protecting people affected by natural disasters and human-induced crises and to prevent and reduce the violence, exploitation and deprivation faced by people in such situations.</p> <p>SCI recognises that children living in areas affected by humanitarian crises are particularly vulnerable. All organisations and third parties implementing SCI's disaster risk reduction and humanitarian preparedness and response activities must assess safeguarding risks, apply, and build on this policy's minimum child safeguarding requirements. Development and implementation of humanitarian response strategies and activities must identify, mitigate and manage child safeguarding risks. This includes safer recruitment and safer programming approaches.</p> <p><b>For more information, see the Child Safeguarding in Humanitarian Procedure.</b></p>
12	<p><b>Online Safeguarding</b></p> <p>SCI believes that online safety is an essential part of safeguarding. SCI will enable internet content filtering and evaluate other online safety mechanisms periodically to ensure that this policy and any linked policies are consistently applied.</p> <p>SCI will, as far as possible:</p> <ul style="list-style-type: none"> <li>• identify approaches to educate and raise awareness of online safety throughout our programs</li> <li>• enable all staff to work safely and responsibly, to role model positive behaviour online and to manage professional standards and practice when using technology;</li> <li>• identify clear procedures to use when responding to online safety concerns;</li> <li>• SCI will develop, where appropriate, project interventions that can influence online behaviour change, teach resilience and promote prevention, in addition to providing general guidance on online safety where possible.</li> </ul> <p><b>SCI's mandatory 'Child Safeguarding Procedures' must be followed at all times.</b></p>
13	<p><b>Relevant Laws &amp; Endorsements</b></p> <p>This policy will be implemented in accordance with:</p> <ul style="list-style-type: none"> <li>• All relevant UK laws protecting children from abuse, violence and harm and those outlining measures for reporting known or alleged cases of abuse;</li> <li>• Applicable laws within the countries where SCI operates; and</li> <li>• The United Nations Convention on the Rights of the Child (UNCRC), The UN Secretary General's Bulletin: <b>Special measures for protection from sexual</b></li> </ul>



	<b>exploitation and sexual abuse</b> (ST/SGB/2003/13) and other applicable international treaties, laws, and conventions.
<b>14</b>	<p><b>Data Protection</b></p> <p>Compliance with data protection law and policies <b>must</b> be central to all our processing of children’s personal data. All SCI staff, representatives and third parties collecting children’s data on SCI’s behalf or in relation to any of our work must adhere to SCI policies, procedure and practice or ensure their own mechanisms comply with legal requirements for data protection.</p>
<b>15</b>	<p><b>Compliance and Audit</b></p> <p>Compliance with policy and procedures is monitored through reviews and a program of safeguarding audits and spot checks. This includes downstream partners, sub-grantees, contractors and suppliers. ‘<b>Minimum Safeguarding Requirements</b>’ will be applied across SCI country programs and during spot checks.</p> <p>Requirements will be monitored by a cycle of audits, including annual self-audit, and other internal teams including but not limited to the Regional Child Safeguarding Directors and, when required, by external experts.</p>
<b>16</b>	<p><b>Reporting to the Board</b></p> <p>All serious child safeguarding cases will be reported to the SCI Board at their board meetings.</p> <p>An annual Safeguarding Report will be submitted to the SCI Board.</p>

### SECTION 3: DEFINITIONS

Word/Term	Definition
<b>Child Safeguarding</b> <b>Save the Children’s definition)</b>	<b>Child Safeguarding</b> is making Save the Children <i>safe</i> for children. It involves our collective and individual responsibility and actions to ensure that all children are protected from deliberate or unintentional acts that lead to the <i>risk of or actual</i> harm by Save the Children staff, representatives and third parties, who come into contact with children or impact them through our development interventions, humanitarian responses and operations. This includes our direct programme implementation, work through partners and management of children’s personal data
<b>Child</b>	Everyone under the age of 18 <sup>1</sup>
<b>Child Abuse</b>	<b>Child abuse</b> consists of anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood.

<sup>1</sup> U.N. Convention on the Rights of the Child 1989

<b>Physical Abuse</b>	<b>Physical abuse</b> is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/ or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.
<b>Neglect</b>	Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.  Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.
<b>Emotional Abuse</b>	<b>Emotional abuse</b> involves doing harm to a child’s emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name-calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child’s emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child.
<b>Sexual Abuse</b>	<b>Sexual abuse</b> is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.
<b>Exploitation and child labour</b>	Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity; (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual.

	<p>Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.</p> <p><b>Child Labour</b> is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:</p> <ul style="list-style-type: none"> <li>• is mentally, physically, socially or morally dangerous and harmful to children; and</li> <li>• interferes with their schooling by: <ul style="list-style-type: none"> <li>• depriving them of the opportunity to attend school;</li> <li>• obliging them to leave school prematurely; or</li> <li>• requiring them to attempt to combine school attendance with excessively long and heavy work.</li> </ul> </li> </ul> <p>If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.</p> <p>For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.</p>
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#### SECTION 4: RELATED DOCUMENTS

1	SCI Code of Conduct
2	SCI Child Safeguarding Procedure
3	SCI Procedure Global Recruitment and On-boarding
4	SCI Safer Programming Procedure and Guidelines
5	SCI Reporting, Response and Case Management Procedures and Guidelines
6	SCI Investigation Procedures and Guidelines
7	SCI Child Safeguarding in Humanitarian Procedure
8	SCI Partnership Procedures and tools
9	SCI Child Safeguarding Minimum Requirements Framework
10	UN Secretary General's Bulletin: <b>Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13)</b> <a href="http://www.unhcr.org/protection/operations/405ac6614/secretary-generals-bulletin-special-measures-protection-sexual-exploitation.html">http://www.unhcr.org/protection/operations/405ac6614/secretary-generals-bulletin-special-measures-protection-sexual-exploitation.html</a>
11	SCI Anti-Harassment Policy
12	SCI Accountability Guidance Pack in <a href="#">English</a> , <a href="#">French</a> , <a href="#">Spanish</a> and <a href="#">Arabic</a>
13	SCI Social Media Policy
14	SCI Image Guidelines
15	SCI Child Safeguarding Media and Comms Guidelines
16	Children and the GDPR: Information Commissioners Office Guidelines

## SCI POLICY: FRAUD, BRIBERY AND CORRUPTION

Functional Area:	Fraud Management
Owner (Name + Position):	Head of Fraud – Josephat Groenewegen
Approved by:	Chief Risk Officer – Dominiek Vangaever
Date of Approval:	03 July 2018
Version:	
Date for Review:	03 July 2021
Languages (inc. hyperlinks):	English
Applicable to:	<ul style="list-style-type: none"> <li>• SCI staff including agency workers, seconded workers, volunteers, interns, contractors and consultants</li> <li>• Third parties including partners, suppliers, distributors, agents and advisers</li> </ul>

### SECTION I: PURPOSE

The purpose of this policy and accompanying procedure is to:

- Set out our responsibilities as an organisation and how SCI will achieve our aim to observe and uphold our zero-tolerance approach to **fraud, bribery and corruption** in our work including with any third party that SCI engages with; and
- Provide information and guidance to those working for SCI on how to recognise and deal with **fraud, bribery and corruption**.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must at all times be observed, so that SCI is compliant with all applicable laws and regulations.

- All SCI staff including agency workers, seconded workers, volunteers, interns, contractors, consultants, and agents are responsible for ensuring compliance with this policy, with the Senior Management Team (SMT) in each country and region taking lead responsibility for implementing and raising awareness of this policy.
- SCI employees must ensure **third parties** working with SCI are made aware of and understand their obligations under this policy.
- Each supplier, partner and consultant must confirm their knowledge of and adherence to the principles of this policy as part of their contractual relationship with SCI.
- All employees will be required to undertake and be able to demonstrate they have completed the compulsory fraud awareness training (either face-to-face or through the SCI Fraud Awareness e-learning module) within the first three months of their employment or three months following the publication of this policy for existing employees.

## SECTION 2: POLICY STATEMENT(S)

1	SCI is committed to acting professionally, fairly and with integrity in our work and relationships in all the countries in which we work. SCI takes its moral, legal and ethical responsibilities extremely seriously and has put in place effective systems to protect against fraud, bribery and corruption in our organisation
2	SCI takes a “ <b>zero-tolerance approach</b> ” to fraud, bribery and corruption, which means SCI is committed to the highest standards of corporate governance, fiduciary duty, responsibility and ethical behaviour. <b>Fraud, bribery, and corruption</b> diminishes our impact for children, undermining the viability of our organisation, and breaching the trust placed in us by our donor community.
3	All SCI employees are responsible for taking all necessary and appropriate steps to prevent, deter, and detect fraud, bribery, and corruption within their areas of responsibility.
4	SCI employees should consider fraud, bribery, and corruption risks at the outset of any new activity and take practical steps to mitigate those risks through a comprehensive fraud risk assessment at programme design stage.
5	SCI is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of fraud, bribery, or corruption with respect to relevant individuals (including those who have committed fraud and/or anyone who knew of such fraud but failed to act). SCI will take steps following any incidents of fraud, bribery, or corruption to review controls and protocols to identify and address any gaps or weaknesses.
6	As a UK charity, SCI is bound by the laws of England and Wales, including for these purposes the Fraud Act 2006 and the Bribery Act 2010, in regards to our conduct both at home and abroad. SCI will uphold all local laws relating to fraud, bribery and corruption in all the jurisdictions in which we operate.
7	SCI employees who are guilty of bribery and corruption could face a criminal prosecution resulting in imprisonment. If SCI is found to have taken part in corrupt activities, we may be subjected to regulatory censure, unlimited fines, be excluded from tendering for institutional funding, and face serious damage to our reputation. All these have a direct negative impact on the children we are trying to help and it is with this in mind that SCI fully commits to preventing fraud, bribery and corruption in our organization.
8	SCI has a responsibility to keep our Donors and Members fully informed and promptly updated on any suspicion of fraud relating to their funds
9	Suspicions of fraud, must be reported through one of the official reporting channels (as described in the fraud,bribery & corruption procedure). Any information relating to a suspicion of fraud must be treated with utmost confidentiality and not be shared with any third party other than those identified as part of the defined reporting channels.

## SECTION 3: DEFINITIONS

Word/Term	Definition
FRAUD	<p>An act of deception intended for personal gain to obtain an advantage, avoid an obligation or to cause loss to another party even if no such gain or loss is in fact caused. For the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the intention of permanently depriving them of it.</p> <ul style="list-style-type: none"> <li>• <u>embezzlement</u>: improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;</li> <li>• <u>collusion</u>: improperly colluding with others to circumvent, undermine, or ignore our rules, policies, or guidance (e.g. fixing the amounts of a tender in order to bring it below a certain threshold);</li> <li>• <u>abuse of a position of trust</u>: improperly using one’s position within Save the Children for personal benefit (e.g. accessing confidential material or passing confidential information) or with the intention of gaining from, unfairly influencing or depriving the organisation of resources, money and/or assets;</li> <li>• <u>nepotism or patronage</u>: improperly using employment to favour or materially benefit friends, relatives, or other associates, or where someone requests that a Save the Children employee offer employment or some other advantage to a friend or relative (e.g. awarding contracts, jobs, or other material advantages);</li> <li>• <u>false accounting</u>: deliberately entering false or misleading information into accounts or financial records (e.g. entering false refunds or voids through the till in a retail shop);</li> <li>• <u>false invoicing</u>: knowingly creating or using invoices that are false in any way;</li> <li>• <u>expenses fraud</u>: dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;</li> <li>• <u>payroll fraud</u>: dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating ‘ghost’ employees or by increasing an individual’s salary);</li> <li>• <u>tax or duty evasion</u>: knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;</li> <li>• <u>forgery</u>: dishonestly creating or altering documents to make any information in the document incorrect or misleading often with the effect of depriving the organisation of resources, money and/or assets;</li> <li>• <u>brand fraud</u>: dishonestly using Save the Children’s name, branding or documentation for personal or private gain;</li> <li>• <u>obstructing proper process</u>: threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;</li> <li>• <u>failing to disclose information</u>: not providing accurate and complete</li> </ul>

	<p>information relevant to your position which will adversely impact your ability to perform your role; for example, failure to disclose a <b>'conflict of interest'</b></p>
<p>BRIBERY</p>	<p>Offering, promising, giving, soliciting or accepting any financial or other <i>advantage</i><sup>1</sup>, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for <i>acting improperly</i><sup>2</sup>, or where the recipient would act improperly by accepting the advantage. The outcome or reward for which the bribe is offered or given never actually has to occur for it to be a bribe; the promise of such an outcome/reward is sufficient.</p> <ul style="list-style-type: none"> <li>• <u>paying or offering a bribe</u>: give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;</li> <li>• <u>receiving or requesting a bribe</u>: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;</li> <li>• <u>receiving improper benefits</u>: give or accept a gift or provide any hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence SCI's decision-making;</li> <li>• <u>receiving a 'kickback'</u>: improperly receiving a share of funds or a commission from a supplier as a result of involvement in a bid, tender or procurement exercise.</li> </ul>
<p>CORRUPTION</p>	<p>The abuse of entrusted power or position for private gain. It relates to dishonestly accepting, obtaining or attempting to obtain a gift or consideration as an inducement or reward for acting, or omitting to act.</p> <ul style="list-style-type: none"> <li>• <u>facilitation payments</u>: typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are an inherent risk in Fragile and Conflict affected states and constitute a form of diversion of aid from reaching those intended and potential sources of criminal and or terrorist financing.</li> <li>• <u>improperly seeking to influence a public official</u>: to obtain or retain a business or other advantage either directly, or through a third party by offering, promising or giving a financial or other advantage that is not legitimately due to the official or another person at the</li> </ul>

<sup>1</sup> An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value

<sup>2</sup> A person acts improperly where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind

	official's request or with his/her assent or agreement.
<i>CONFLICT OF INTEREST</i>	<p>A Conflict of Interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our work. Conflicts may be of a personal, financial or political nature.</p> <p>A conflict of interest would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.</p> <p>To protect the integrity of SCI processes, all employees, partners, volunteers, interns, consultants, contractors and other <b>third parties</b> must immediately declare any actual or perceived conflict of interest between any personal, private interest and SCI's work</p>
<i>THIRD PARTIES</i>	Any individual or organization SCI comes into contact with during the course of our work, and includes actual and potential clients, customers, partners, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## SECTION 4: RELATED DOCUMENTS

<b>1</b>	SCI Fraud Awareness E-learning Module <a href="https://www.savethechildrenlearning.org/mod/scorm/view.php?id=5357">https://www.savethechildrenlearning.org/mod/scorm/view.php?id=5357</a>
<b>2</b>	SCI Fraud, Bribery & Corruption Procedure
<b>3</b>	Whistleblowing Policy and Procedure
<b>4</b>	Code of conduct



# **APPENDIX 4 – HUMAN TRAFFICKING & MODERN SLAVERY POLICY**



## 1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

## 2. What is human trafficking and modern slavery?

The Modern Slavery Act (MSA) 2015 covers four activities:

<b>Slavery</b>	Exercising powers of ownership over a person
<b>Servitude</b>	The obligation to provide services is imposed by the use of coercion
<b>Forced or compulsory labour</b>	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
<b>Human trafficking</b>	Arranging or facilitating the travel of another person with a view to their exploitation

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

## 3. Our approach to preventing human trafficking and modern slavery

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of human trafficking and modern slavery.

**Responding:** Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

- a. **'Chattel slavery'**, in which one person owns another person.
- b. **'Bonded labour' or 'debt bondage'**, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
- c. **'Serfdom'**, which is when a person has to live and work for another on the other's land.
- d. **Other forms of forced labour**, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
- e. 'Child Slavery', which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
- f. 'Marital and sexual slavery', including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

#### 4. The Commitment we expect from commercial partners

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

*Please contact your Save the Children representative if you have further questions.*

# **APPENDIX 5 – CODE OF CONDUCT FOR IAPG SUPPLIERS & AGENCIES**





The Inter-Agency  
Procurement Group

Suppliers and manufacturers to Non-Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
- Goods produced and delivered by organisations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

### **Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practiced
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed.

### **Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

### **Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

### **Qualifications to the statement**



Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

**Disclaimer**

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.

## SCI POLICY: PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA)

Functional Area:	People and Organisation
Owner (Name + Position):	Chet Kuchinad, Chief People Officer
Approved by:	Senior Leadership Team
Date of Approval:	14/03/2019
Version:	VI
Date for Review:	14/03/2020 (Initially after one year and then after 3 years)
Languages (Inc. hyperlinks):	English, French, Spanish, Arabic plus any other to ensure the document is fully understood
Applicable to:	All staff, Save the Children members' staff deployed/seconded to SCI, 'all third parties: partners, implementing partners, consultants, contractors, visitors and volunteers involved in the work of SCI'

### SECTION I: PURPOSE

Protection from Sexual Exploitation and Abuse (PSEA) is not exclusive to adults it includes children as well. The protection from sexual exploitation and abuse of children is dealt with under our Child Safeguarding policy. This policy is specifically concerned with the **Protection from Sexual Exploitation and Abuse (PSEA) of adults. This includes direct or indirect beneficiaries of our programming and adults in the wider communities in which we work.**

For anyone under 18, refer to the Child Safeguarding Policy. For issues in relation to staff refer to the Global Anti - Harassment policy which covers sexual harassment, SEA and bullying of SCI staff.

The PSEA policy contains essential principles and rules that reflect the behaviours and standards expected from employees, trustees, volunteers, interns, trainees, consultants, partners, and

other representatives working for, or contracted on behalf of SCI in any capacity and covers our international development and humanitarian work.

SCI is aware that employees and other representatives working for or on behalf of the organisation frequently work in situations where they are in positions of power and where they are granted high levels of trust (in relation to the people we are trying to reach, vulnerable adults, vulnerable communities, as well as non-vulnerable individuals, other organisations and one another).

**This power and trust must never be abused** and everyone in the organisation has an obligation and responsibility to maintain the highest professional and ethical standards in their day-to-day conduct.

**We recognise that our work, particularly humanitarian interventions,** may exacerbate and reinforce existing gender inequalities and/or increase inequitable power structures and dynamics within the communities we are working. These inequalities may also be inter-linked with other marginalising factors, such as age, disability, ethnic identity, faith, sexuality or religious affiliations, etc. These factors can reinforce dependency and vulnerability.

**Sexual exploitation and abuse commonly involves on-going threats, grooming, and an escalation of behaviour that contributes to a harmful environment of potential and actual abuse as well as isolated single incidents<sup>1</sup>.** SCI's policy therefore supports the reporting of **all** issues of concern, to enable early intervention and action. SCI recognises that under-reporting is very common and understands increases in reporting as an indication of trust in the reporting and response systems rather than as necessarily an increase in SEA.

**SCI is committed to reducing the opportunities for abuse and exploitation to happen through effective prevention, ensuring that survivors are not exposed to further harm through good reporting and responses, and ensuring that survivors receive appropriate care.** Effective prevention and providing safe responses requires all staff, volunteers, interns, partners and other representatives to be clear about their individual accountabilities and responsibilities. It also requires all senior staff and managers to ensure that their working environments minimise the opportunities for sexual exploitation and abuse, and to ensure that reporting and response do not expose survivors or reporters to any further harm. Sexual exploitation and abuse (SEA) is a gross breach of both standards of aid, and of the rights of those in need<sup>23</sup>.

**We are committed to ensuring safeguarding measures are embedded, accessible, and communicated clearly to staff, partners, vulnerable adults and their communities, in languages and formats they understand.** SCI has a clear commitment to a policy of **Zero Tolerance of Sexual Exploitation and Abuse**, in line with the UN Secretary-General's Bulletin (ST/SGB/2003/13)<sup>4</sup>. The PSEA Framework applies to SCI direct programming, and implementing partners, as representatives of SCI's values and principles, and this policy is intended

<sup>1</sup> <https://www.chsalliance.org/what-we-do/psea/psea-handbook>

<sup>2</sup> <https://www.chsalliance.org/what-we-do/psea/psea-handbook>

<sup>3</sup> <https://interagencystandingcommittee.org/product-categories/protection-sexual-abuse-and-exploitation>

<sup>4</sup> <https://oios.un.org/resources/2015/01/ST-SGB-2003-13.pdf>



to articulate the definitions, boundaries and expectations of SCI and our representatives in relation to PSEA in the pursuit of our work.

**The PSEA policy applies 24 hours a day, 7 days a week and 365 days a year. Any breach of the policy will be taken extremely seriously and responded to. Breaches of the policy may be grounds for termination of engagement with SCI.**

## SECTION 2: POLICY STATEMENT(S)

1	<p><b>This policy relates to those over 18, who are defined as adults, and are direct or indirect beneficiaries, or in the communities where SCI works.</b></p>
2	<p><b>Awareness</b></p> <p>All staff, volunteers, interns and representatives, and partners working in any position or capacity with SCI will be provided with copies of the relevant policies and expected to adhere to the values, standards, behaviours and procedures contained therein. <b>Failure to comply with these standards and procedures may be gross misconduct and grounds for termination of involvement with the organisation. Behaviour that is criminal will be reported to the relevant authorities unless it poses a significant risk to survivors or there is another justifiable risk in reporting.</b> These standards are applicable 24/7, in personal life as well as in work capacities.</p> <ul style="list-style-type: none"> <li>• All staff, volunteers and interns will be required to undertake and be able to demonstrate they have completed the compulsory face to face PSEA awareness training within the first three months of their employment or three months following the publication of this policy for existing employees. An initial briefing to ensure they understand and have signed the policy will be done during their first week of basic induction.</li> <li>• For all national and international staff travelling to the field and having direct contact with beneficiaries and communities in our project areas, additional PSEA training must be completed prior to travel. This will be face to face training conducted by the PSEA focal point or through a webinar briefing.</li> <li>• PSEA training will reference the SCI Gender Equality Policy and the organisational mandate to address gender inequality across four pillars: programme, partner, advocate and organise.</li> <li>• Each supplier, partner and consultant must confirm their knowledge of and adherence to the principles of this policy as part of their contractual relationship with SCI.</li> <li>• Partners will be made aware from their initial contact with SCI of the required safeguarding standards to protect vulnerable adults from SEA within the specific context they will be working in.</li> </ul>

	<ul style="list-style-type: none"> <li>• All consultants and visitors to SCI country programmes, including but not limited to journalists, donors, supporters, members of staff and representatives, must be appropriately briefed on PSEA for the nature of their work/visit, expected behaviour and how to report, beforehand and within 48 hours of arriving in country.</li> <li>• Managers and supervisors are required to ensure the provision and resources to support engagement in these trainings and failure to do so may be grounds for disciplinary action. Staff, volunteers and interns are responsible for ensuring their participation and engagement in this induction training.</li> </ul> <p><b>SCI takes the position that early reporting of any concern supports both prevention of further abuse and safe response. There must be increased awareness about reporting, including the importance of reporting of any and all concerns, however apparently minor.</b></p> <p><b>Our staff, volunteers, interns and all other representatives and partners must never:</b></p> <ul style="list-style-type: none"> <li>- Engage in a sexual relationship with a member of a vulnerable community, unless they are part of the same community and the relationship has not arisen as part of their role with SCI;</li> <li>- Engage in sexually abusive or exploitative relationships with members of the communities in which we work, within the workplace or with domestic staff;</li> <li>- Engage in exploitative sexual relationships with beneficiaries of direct or indirect assistance (the parent or caregiver of children benefitting from SCI programming, for example) from SCI;</li> <li>- Engage the services of sex workers, irrespective of the local or national laws or norms regarding sex work or the laws of their home country or the location in question;</li> <li>- Infer, suggest, request, and/or demand any sexual favours from members of the communities in which we work, in return for anything – including protection, assistance (goods, services, resources, opportunities), or employment, nor imply the same;</li> <li>- Support or take part in any form of sexually exploitative or abusive activities, including the trafficking of human beings, or sexual or exploitative relationships with human beings who have been trafficked; and</li> <li>- Fail to report any allegations, causes for concern, or suspicions of the sexual exploitation and/or abuse of another person.</li> </ul> <p><b>Reporting mechanisms, communication, multiple forms of engagement used to increase the awareness of issues and reporting to individuals and communities, highly vulnerable or exposed to abuse must be in language and media appropriate and understandable to those individuals.</b></p>
3	<p><b>Prevention</b></p> <p>Safer Programming means <b>all representatives of SCI must pay attention to how we work as well as what we do</b>, the potential impact of our presence, and the ways</p>

	<p>in which we design and implement programmes. Any poor safeguarding practice must be escalated, reported, responded to and corrected. Failure to do so may result in disciplinary action</p> <p><b>SCI’s commitment to Zero Tolerance of sexual exploitation and abuse means all programme design and planning must include a gender power analysis, which also looks at the roles and structure of SCI staff, volunteers, interns and partners and a safeguarding risk assessment.</b> This analysis must also include recognition of the intersections of gender with other vulnerabilities (e.g. disability, age, and so on), and programme design and staffing must reflect these assessments in line with the organisation-wide commitment that all programmes are gender sensitive at a minimum.</p> <p>We commit to Do No Harm through ensuring all areas of SCI’s work are designed and resourced appropriately to minimise the opportunities for perpetrators to act exploitatively and to maximise the safety of those engaging with our programming and otherwise involved with SCI.</p>
4	<p><b>Reporting</b></p> <p>There are two main ways that allegations or concerns may come to the attention of an organisation;</p> <ol style="list-style-type: none"> <li>1) Directly by a survivor themselves, or by someone close to them, such as a family member or member of the community. A direct report of a concern or incident may also come from SCI staff or representative, staff in another organisation who have heard about it in their services, or from a staff member or volunteer who has witnessed it.</li> <li>2) Indirectly through information collected from different sources and analysis, including research, focus group discussions, studies, and through the collection of reported concerns, leading to identifiable patterns of potential abuse.</li> </ol> <p><b><i>Any adult safeguarding concerns must be reported through one of the official SCI reporting channels.</i></b> Report</p> <ul style="list-style-type: none"> <li>• through the CO HR Director, or Regional HR Director;</li> <li>• through the Country Director;</li> <li>• through the Chief People Officer or other senior leader at the location; or</li> <li>• through the Whistleblowing System.</li> </ul> <p>Any information relating to a suspicion of SEA must be treated with utmost confidentiality and not be shared with any third party other than those identified as part of the defined reporting channels.</p> <p><b>Country Offices must have a PSEA Focal Point at the country level and all field sites, who is responsible for driving awareness of the policy and on how to report, inviting, receiving and collating all causes for concern.</b> When these collected pieces of information generate a picture of a site, or a programme, or a particular person, <b>the PSEA Focal Point must escalate the matter to trigger further inquiry and/ or investigation.</b></p>

	<p><b>The PSEA Focal Point must develop relationships and networks with international, national and local organisations so that those organisations know who in SCI to report SEA concerns.</b></p> <p>SCI has a responsibility to report incidents of PSEA to the UK Charity Commission and to keep Members fully informed and promptly updated on any suspicion of SEA relating to any of their projects implemented by SCI or its partners. Charity Commission reports are the responsibility of the legal team at the Centre and the regional safeguarding directors.</p>
5	<p><b>Response</b></p> <p><b>Investigations:</b>  <b>The investigation must be instigated by senior management in the country team, with the support and involvement of HR and the Regional HR Directors.</b> If the causes for concern involve senior management in the country programme, support and investigation must be sought from the Regional HR Director.</p> <p>Investigations are not always contingent on direct allegations from a particular survivor, but can be triggered by there being enough causes for concern from enough different sources to feel that there is likely to be a problem. <b>It is the organisational responsibility to actively seek further information and to investigate all issues raised.</b></p> <p><b>Investigations must be confidential, in accordance with the Data Protection Policy, and the Grievance/Disciplinary Policy, and designed to prevent gossip, rumour-spreading and destruction of reputations and relationships, where possible.</b></p> <p>SCI is committed to ensuring a fair process for those under investigation and confidentiality for all parties. <b>Breach of confidentiality in investigations and /or any attempt at intimidation, victimization or retaliation towards a complainant, witnesses or any other party involved in an investigation may be treated as gross misconduct.</b></p> <p>SCI recognises the high risk to survivors and others in reporting, including a strong likelihood of threats and/or retaliation. As such <b>safety planning and safety management must be the core of a survivor-centred approach to response.</b> SCI also recognises that responses are closely watched by beneficiaries and communities, taken as indications of how safe an organisation is, which can influence further reporting and the overall trust the organisation is awarded by the community. <b>SCI is committed to running thorough inquiries and/or investigations of any and all allegations of abuse and exploitation.</b></p> <p><b>Country offices must also have a designated Survivor Liaison-Advocate,</b> who is responsible for case management with survivors. Survivor Liaison-Advocates provide a consistent point of information with survivors, make appropriate referrals, and support survivors to have access to support services and safety planning.</p> <p>PSEA Focal Points and Survivor Liaison-Advocates must report to and be supported by HR and SEA positions at the regional level, as well as Country Directors, to maintain</p>

organisation-wide standards, provide support, and enable investigations where allegations relate to CO management.

Both the PSEA Focal Point and the Survivor Liaison-Advocate must be trained on Sexual and Gender Based Violence (SGBV) Guiding Principles, including the survivor-centred approach and must have access to GBV Standard Operating Procedures (SOPs) which include the referral pathways to enable the survivor to access the necessary services. In recognition of best practice, survivors should be offered the choice of being supported by men or women Focal Points and Survivor Liaison-Advocates.

**SCI will ensure that survivors are supported into appropriate services, including health, legal, psychosocial and economic services, where possible.**

These services may be within SCI programmes, or outside if the required services are not available within SCI programmes or if there are concerns around confidentiality and/or safety.

**This policy will be implemented in accordance with;**

- All relevant UK laws related to protection from sexual abuse, violence and harm, and those outlining measures for reporting known or alleged cases of abuse;
- Applicable laws in the countries where SCI operates; and
- The UN Secretary General's Bulletin '*Special Measures for Protection from Sexual Exploitation and Sexual Abuse*' (ST/SBGB/2003/13).

SCI will report criminal behaviour to relevant authorities, except where doing so will create additional harm for a survivor and or others. In these instances, the reasons for not reporting must be documented, approved by the Country Director and authorised by the Chief People Officer. Where there are international protocols around the reporting of perpetrators within their home countries or abroad, SCI will report appropriately.

Those under investigation will be invited and encouraged to participate in the ongoing investigation. **In the event they decline, resign or not available for any other reason, the investigation must proceed to completion regardless. The required follow-up action and decision on the outcome of the investigation will be taken by SCI senior management at the Country, Regional and or Centre level.**

**It is important to note that when a formal complaint to statutory systems has been made, that this does not preclude an internal investigation by SCI. Breaches of the Code of Conduct, Child Safeguarding Policy, Global Anti-Harassment Policy, and PSEA Policy may be gross misconduct and grounds for termination of contracts and agreements.**

SCI is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of sexual exploitation and abuse with respect to relevant individuals (including those who have committed acts of SEA or anyone who knew of such incidents and failed to act). **SCI will take steps following any incidents of SEA to review controls and protocols to identify and address any gaps or weaknesses.**

<b>6</b>	<p><b>Representation</b></p> <p><b>No identifying information – names, images, geographical location and so on – of survivors can be used in any communications, publicity, or fundraising materials.</b> This includes information that may support the identification of a survivor through multiple small pieces of information. <b>Consent to use a survivor’s words or story must not be confused with consent to use any aspect of their identity.</b></p>
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## SECTION 3: DEFINITIONS

Word/Term	Definition
<i>PSEA</i>	Protection from Sexual Exploitation and Abuse. Terms defined separately below.
<i>Survivor</i>	A person who has experienced, or is still experiencing sexual exploitation and abuse in relation to their involvement with SCI or in any other agency organisation.
<i>Representative</i>	Those associated with SCI, but not directly employed by SCI; this includes partners, agency workers, consultants, volunteers, Trustees, donors on visits to SCI programmes, contractors, suppliers and trainees.
<i>Beneficiary of direct or indirect assistance</i>	Any person who receives any assistance (including all types of goods, services, opportunities, training) directly or indirectly (as the parent or caregiver of children involved in SCI programmes and activities) or partner NGO, regardless of the length of time of their relationship with SCI.
<i>Communities in which we work</i>	Any geography in which SCI directly or indirectly operates, providing goods, services or other kinds of assistance.
<i>Vulnerable communities</i>	Including but not limited to refugee , IDP
<i>Contextual Safeguarding</i>	The process through which assessments analyse the factors that may create an enabling environment for the perpetration of sexual exploitation and abuse, including the characteristics and relative power of the people involved, and make recommendations to reduce these opportunities and promote safety for the most vulnerable and exposed.
<i>Gender Power Analysis</i>	Gender power analysis is an assessment that takes into consideration the inequalities of gender in communities and beneficiary groups, as well as with SCI staff, volunteers and representatives, and recognises the ways in which these contribute to inequalities and vulnerability.
<i>Sexual Harassment</i>	Any unwanted and/or uninvited conduct of a sexual or sexualised nature, which has the purpose or effect of violating an individual’s dignity, or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that individual. This conduct may or may not be criminal, and it may or may not be direct physical touching.
<i>Sexual Abuse</i>	The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include

	threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
<i>Grooming</i>	The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention or potential of manipulating these relationships into sexualised dynamics in the future
<i>Sexual Exploitation</i>	Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.
<i>Sexual Favours</i>	Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography and so on.
<i>Subject of Concern</i>	The person/s against whom a complaint has been received i.e. The person who has allegedly committed the act or failed to act in a way that protects children.
<i>Sex Worker</i>	Any person over 18 years of age who receives money, goods or services in exchange for sexual or sexualised acts, and who define those activities as income-generating, even if they do not identify as sex workers or as exploited.
<i>Consent</i>	Informed consent is an ongoing agreement which is freely given based upon a clear appreciation and understanding of the facts, implications and future consequences of an action. In order to give informed consent, the individual concerned must have all relevant facts at the time consent is given and be able to evaluate and understand the consequences of an action. They also must be aware of and have the power to exercise their right to refuse to engage in an action without justification and/or to not be coerced (i.e. being persuaded based on force, coercion or threats, either direct or implied).

## SECTION 4: RELATED DOCUMENTS

1	<a href="#">SCI Code of Conduct</a>
2	<a href="#">SCI Child Safeguarding Policy</a>
3	<a href="#">UN Convention on the Rights of the Child</a> <a href="#">UN Declaration of Human Rights</a> <a href="#">UN Secretary-General's Bulletin on the Prevention of Sexual Exploitation and Abuse</a>
4	<a href="#">SCI Anti-Harassment Policy</a>
5	<a href="#">SCI Whistleblowing Policy</a>
6	<a href="#">SCI Child Safeguarding in Humanitarian Procedure</a>
7	SCI Child Safeguarding Investigation Procedure
8	SCI Incident Reporting Procedure
9	<a href="#">SCI Disciplinary Policy</a>

10	<a href="#">SCI Safer Programming Procedure and Guidelines</a>
15	<a href="#">SCI Social Media Policy</a>
16	<a href="#">SCI Data Protection Policy</a>



## SCI CODE OF CONDUCT

<b>Functional Area</b>	People and Organisation
<b>Owner</b>	Chet Kuchinad, Chief People Officer
<b>Approved by</b>	Senior Leadership Executive Team
<b>Date of Approval</b>	30th November 2018
<b>Version</b>	V2
<b>Date for Review</b>	1st December 2020
<b>Languages</b>	English, French, Spanish, Arabic
<b>Applicable to</b>	All employee, trustees, volunteers, interns, trainees, contractors, consultants, partners, and other representatives working for or on behalf of the organisation

### SECTION I

#### POLICY STATEMENT

This Code of Conduct contains essential principles and rules that reflect the behaviours and standards Save the Children International (SCI) expects from its employees, trustees, volunteers, interns, trainees, contractors, consultants, partners, and other representatives working for or on behalf of the organisation in any capacity. These behaviours underpin our mission to inspire breakthroughs in the way the world treats children, and achieve immediate and lasting changes in their lives.

This Code of Conduct outlines the high standards of integrity and professionalism that we expect.

Employees and other representatives working for or on behalf of the organisation in any capacity frequently work in situations where they are in positions of power and where they are granted high levels of trust (in relation to the people we are trying to reach, vulnerable adults, vulnerable communities, other organisations and one another). This power and trust must never be abused and everyone in the organisation has an obligation and responsibility to maintain the highest professional and ethical standards in their day-to-day conduct.

**The Code of Conduct applies 24 hours a day, 7 days a week and 365 days a year.** It sets out an ethical and behavioural framework, which is as relevant and applicable to our personal life as it is in our daily work. For this reason, all employees and other representatives working for or on behalf of the organisation in any capacity, are required to sign a declaration (at the end of this document) confirming that they have read and understood the Code of Conduct and agree to comply with it at all times.

**SCI will not tolerate any behaviour that conflicts with our core values and Code of Conduct. Any breach of the Code of Conduct will be taken extremely seriously.**

## SECTION 2

### PRINCIPLES AND EXPECTED STANDARDS

#### 1. Overarching Principles

- ✓ All employees and other representatives working for or on behalf of the organisation in any capacity must endorse the concept of human rights and children's rights and commit to respecting those rights in all their decisions and actions.
- ✓ Our ability to achieve our aims, often in complex and insecure environments, is linked to how we are seen and in particular, the level of trust placed on us. The trust awarded to us is heavily reliant on all staff and other representatives working for or on behalf of the organisation in any capacity, upholding and promoting high standards of conduct and accepting the special responsibility for safeguarding human rights in general and children's rights in particular.
- ✓ SCI's work is based on deeply held values and principles; it is essential that our commitment to children's rights and humanitarian principles is supported and demonstrated by all employees and other representatives working for or on behalf of the organisation in any capacity. **If any of us fails to act in a way that is not consistent with our values and principles we fail as an organisation.**
- ✓ The basic values of SCI require that we observe the laws, customs and traditions of the countries where we work or are visiting. In cases where such laws, customs or traditions contravene the **UN Convention on the Rights of the Child, UN Declaration of Human Rights**, then the latter two shall prevail. They are founded on the conviction that all children and adults are of equal value, children have special rights and everyone has a responsibility to uphold those rights.
- ✓ All human and financial resources must be used in an appropriate and effective way for the means for which they are designated.
- ✓ All employees and other representatives working for or on behalf of the organisation in any capacity are required to report any potential incident, abuse, or concern that he/she has or is made aware of through the proper reporting systems and/or to a senior manager within SCI.
- ✓ If you are a senior leader or manager, you have a particular responsibility to role model the expected standards, to create a working environment, which supports everyone upholding these standards, and to deal with breaches of the Code of Conduct extremely seriously.

#### 2. Respect others

##### I will:

- ✓ Show due respect, particularly through my conduct, dress and language, for the religious beliefs, usages and customs, rules, practices and habits of the people of the country or context I am in and of my place of work.
- ✓ Respect others in my private life and professional life during regular working and non-working hours.
- ✓ Abstain from any conduct that I know or should know to be inappropriate, particularly with regard to the specific context I am in.

- ✓ Abstain from any conduct that could appear to be inappropriate, particularly with regard to the specific context I am in.
- ✓ Respect the basic rights of all human beings and marginalised groups regardless of gender, disability, ethnicity, sexual orientation, religion, caste, language, HIV status and other aspects of identity.
- ✓ Act fairly, honestly and tactfully in order to treat people with dignity and respect.

**I will not:**

- ✓ Not take part in any form of discrimination, harassment, bullying, humiliating behaviour or abuse (physical, sexual, emotional and verbal), intimidation or exploitation, or in any other way infringe the rights of others.

**Working actively to safeguard children and adults including marginalised groups, and the people we serve**

**I will:**

- ✓ Create a safe environment for children and anyone we seek to help (including vulnerable adults) to prevent them from all forms of abuse and harm, including physical, sexual or emotional abuse or neglect.
- ✓ Challenge any attitude or behaviour of an employee or other representative working for or on behalf of the organisation in any capacity and members of the communities where we work, which contravenes SCI's Code of Conduct.
- ✓ Treat all the people we serve, whether they are children or adults, with respect and dignity.
- ✓ Respect the right to personal privacy of all the people we serve.
- ✓ Plan activities involving children and/or vulnerable adults to ensure there are two or more adults present at all times. At a minimum, another adult should be within sight or hearing of activities.
- ✓ Ensure there are separate sleeping areas for all SCI representatives and anyone we are trying to help through our programme activities.
- ✓ Inform my colleagues about where I am and what I am doing when I am working with children and all people we serve.
- ✓ Treat all children and anyone we are trying to help with the same respect and provide support and aid according to their needs. I will not show favouritism, which includes giving personal gifts to the people we serve.
- ✓ Be aware of how my conduct and behaviour may be interpreted by children, the people we serve and people from different social/economic and cultural backgrounds and contexts.
- ✓ Provide space and opportunity for children, vulnerable adults and anyone we are trying to help to talk about and raise their concerns.
- ✓ Comply with all of SCI's relevant policies and procedures as detailed in section 4.
- ✓ Attend all mandatory SCI training and briefing sessions.
- ✓ Report any concerns of poor practice and un-safe programming.

- ✓ Make sure that anyone who works with or represents SCI is made aware of and understands the SCI Code of Conduct and expected behaviours.
- ✓ Abide by relevant local laws in the jurisdiction where I work.

**I will not:**

- ✓ Act in any way that breaches SCI's Child Safeguarding Policy and procedures or in any way places children or anyone we are trying to help at risk of harm.
- ✓ Withhold information about any current criminal convictions, charges or civil proceedings including any relating to children, vulnerable communities or the abuse of anyone we are trying to help, or which may be relevant to my ability to carry out my duties, either when I join SCI or that arise during my time of employment with SCI or during the period in which I am representing SCI in any capacity.
- ✓ Engage in any form of sexual activity with anyone under the age of 18, regardless of the age of consent or custom locally.
- ✓ Engage in a sexual relationship with a member of a vulnerable community unless I am part of the same community and the relationship has not arisen as part of my role with SCI
- ✓ Engage in any harmful and traditional practices including Female Genital Mutilation, Child Marriage and Enforced Marriage
- ✓ Use anyone under the age of 18 as a domestic worker.
- ✓ In anyway trivialise child abuse or the exploitation and harassment of adults.
- ✓ Take photographs, make films or audio recordings of children in the course of my duties, irrespective of the medium used. The only exception is where my work requires this and I have obtained express approval from SCI.
- ✓ Physically, sexually or emotionally harm or threaten to harm a child, vulnerable adult or anyone we are trying to help.
- ✓ Send private messages to children or anyone from a vulnerable community I have met through SCI, for example private messaging on social media channels. Unless I myself am from the vulnerable community and I am communicating with my family members
- ✓ Interfere with the complainant or witnesses or hamper any investigation or enquiry, which is being carried out into a child safeguarding, staff or concerns from the people we serve.
- ✓ Drink alcohol during working hours or use harmful substances
- ✓ Not supply alcohol or harmful substances to a child or vulnerable adult.
- ✓ Do things of a personal nature for a child or anyone we are trying to help that they can do themselves, such as bathing.
- ✓ Place children or any other people we serve in unsafe situations.
- ✓ Engage in relationships, which could be an abuse of trust, for example engaging in a sexual relationship family members of the people we are serving.
- ✓ Allow concerns, allegations or suspicions of abuse or poor practice to go unreported.

### **3. Maintain high standards of personal and professional conduct**

#### **I will:**

- ✓ Strive for high standards in my work.
- ✓ Take responsibility for my actions.

#### **I will not:**

- ✓ Abuse my position of power as a representative of SCI.
- ✓ Behave in a way that undermines my ability to do my job or is likely to bring SCI into disrepute.
- ✓ Engage in any form of prostituted sex.
- ✓ Exchange money, employment, goods or services for sexual favours or engage in any form of sexual exploitation.
- ✓ Discriminate or use discriminatory language with regard to sexual orientation, gender, age, ethnicity, disability and religion, etc.
- ✓ View, download, create or distribute inappropriate material, such as pornography, on SCI computer/systems.
- ✓ Drink alcohol or use any other substances in a way that affects my ability to carry out my role or affects the reputation of the organisation.
- ✓ Be in possession of, nor profit from the sale of, illegal goods or substances.
- ✓ Ask for, or invite any personal payment, service or favour from others, especially from the people we serve, in return for our help, support, goods or services of any kind.
- ✓ Accept bribes or gifts, except small tokens of appreciation from governments, the people we serve, donors, suppliers or others, which have been offered because of my employment or other representational role with SCI.
- ✓ Enter into any sort of business relationship on behalf of SCI with family, friends or other personal/professional contacts for the supply of any goods or services to SCI or any employment related matters without authorisation from SCI
- ✓ Have any connection to terrorist activity or Prohibited Parties
- ✓ Engage in any financial transaction (personally or with SCI funds) or engage in activities which supports a prohibited party (i.e. and organisation or person proscribed or designated on a government list).  
Use my own or SCI's funds or property for purposes of terrorism.

#### **4. Seek to protect the safety and wellbeing of myself and those carrying out duties for, and representing SCI**

##### **I will:**

- ✓ Be fully aware of and comply with local SCI health, safety and security policies, practices, and highlight any areas of concern to management.
- ✓ Actively work to create a safe working environment that is free from all forms of harassment, including sexual harassment, bullying and intimidation, for all employees and other representatives working for or on behalf of the organisation in any capacity
- ✓ Ensure that my standards of conduct do not cause offence and do not encourage unacceptable behaviour on the part of others
- ✓ Report any concerns about unacceptable behaviour towards others.

##### **I will not:**

- ✓ Behave in a way that causes unnecessary risk, upset or harm to others or myself.

#### **5. Protect Save the Children's Assets and Resources**

##### **I will:**

- ✓ Handle SCI's financial and other resources carefully, ensuring they are not misused and are protected from theft, fraud and damage.

##### **I will not:**

- ✓ Release to others, any private and confidential information relating to SCI (or for which we are responsible) unless legally required to do so.

#### **6. Report any incident or concern that relates to, or may relate to, a breach of the Code of Conduct.**

##### **I will**

- ✓ Recognise that in order to realise our ambitious goals for children, SCI must effectively report and respond to any fraud, misconduct or wrongdoing of any employee or other representative working for or on behalf of the organisation in any capacity. In addition, that all employees and other representatives working for or on behalf of the organisation in any capacity must raise any concerns they may have about the conduct of others or the way we operate as an organisation.
- ✓ Raise any matter that I believe is or may be a breach of the Code of Conduct through the appropriate channels.

**CODE OF CONDUCT PERSONAL DECLARATION**

I CONFIRM THAT I HAVE READ, UNDERSTOOD, AND SHALL ABIDE BY THE CODE OF CONDUCT PRINCIPLES FOR THE ENTIRE PERIOD I AM WORKING OR ASSOCIATED WITH, AND OR REPRESENT, SAVE THE CHILDREN. I UNDERSTAND THAT VIOLATION OF ANY OF THE ABOVE PRINCIPLES AND ELEMENTS IN THE CODE OF CONDUCT CAN, DEPENDING ON THE DEGREE OF SEVERITY, RESULT IN IMMEDIATE DISCIPLINARY ACTION WHICH CAN INCLUDE DISMISSAL.

I WILL RAISE THROUGH APPROPRIATE CHANNELS ANY MATTER WHICH APPEARS TO BREACH THE STANDARDS CONTAINED WITHIN THIS CODE OF CONDUCT

**SIGNATURE** .....

**Name in block letters** .....

**JOB TITLE** .....

**DATE** .....

## SECTION 3: DEFINITIONS

<b>Word/Term</b>	<b>Definition</b>
<b>Child</b>	<i>A Human being under the age of 18</i>
<b>People We Serve</b>	<i>The individuals, groups, or organizations, whether targeted or not, that benefit positively, directly or indirectly, from the development intervention</i>
<b>Vulnerable Community</b>	<i>The local communities which SCL works within a programmatic country</i>
<b>Sexual Harassment</b>	<p><i>Sexual harassment is unwelcome conduct of a sexual nature, which has the purpose, or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.</i></p> <p><i>Sexual harassment may take the form of unwelcome physical, verbal or non-verbal conduct, which may include - but is not limited to - the following:</i></p> <p><i>(a) Unwanted physical contact, ranging from touching to sexual assault and rape.</i></p> <p><i>(b) Verbal forms of sexual harassment including unwelcome innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults or unwelcome graphic comments about a person's body made in their presence or directed toward them, unwelcome and inappropriate enquiries about a person's sex life, and sexual orientation, directed at a person or group of persons.</i></p> <p><i>(c) Non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure, or the unwelcome display of sexually explicit pictures or objects.</i></p> <p><i>(d) Unwelcome messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCL IT/devices or personal mobiles/equipment.</i></p> <p><i>(d) Sexual harassment that is linked to recruitment/employment opportunities, promotion, training or development opportunities, and the offer of salary increments or other employee benefits in exchange for sexual favours.</i></p>
<b>Child Safeguarding (Save the Children's definition)</b>	<i>Child Safeguarding is making Save the Children safe for children. It involves our collective and individual responsibility and actions to ensure that all children are protected from deliberate or unintentional acts that lead to the risk of or actual harm by Save the Children staff, representatives and third parties, who come into contact with children or impact them through our development interventions, humanitarian responses and operations. This includes our direct programme implementation, work through partners and management of children's personal data</i>
<b>Child Abuse</b>	<i>Child abuse consists of anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood.</i>
<b>Physical Abuse</b>	<i>Physical abuse is the non-accidental use of physical force that deliberately or inadvertently causes a risk of or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or</i>



	<i>deliberately induces, illness or temporary, permanent injury or disability of a child.</i>
<b>Neglect</b>	<i>Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter. Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.</i>
<b>Emotional Abuse</b>	<i>Emotional abuse involves doing harm to a child's emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name-calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child.</i>
<b>Sexual Abuse</b>	<i>Sexual abuse is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.</i>
<b>Exploitation and child labour</b>	<i>Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity; (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.</i>

	<p>Child Labour is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:</p> <ul style="list-style-type: none"> <li>· is mentally, physically, socially or morally dangerous and harmful to children; and</li> <li>· interferes with their schooling by: <ul style="list-style-type: none"> <li>· depriving them of the opportunity to attend school;</li> <li>· obliging them to leave school prematurely; or</li> </ul> </li> <li>· requiring them to attempt to combine school attendance with excessively long and heavy work.</li> </ul> <p>If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.</p>
<b>Prohibited Parties</b>	<p>Individual's or entities that are proscribed or designated on an official government, EU or UN list because such person or entity is involved directly or indirectly in terrorist activities or activity on behalf of a sanctioned country.</p>

## SECTION 4

### SUPPORTING/RELATED DOCUMENTATION

<b>Links to Supporting Documentation</b>	
1.	<a href="#"><u>UN Convention on the Rights of the Child</u></a> <a href="#"><u>UN Declaration of Human Rights</u></a> <a href="#"><u>UN Secretary-General's Bulletin on the Prevention of Sexual Exploitation and Abuse</u></a>
2.	<a href="#"><u>SCI Child Safeguarding Policy</u></a>
3.	<a href="#"><u>SCI Whistleblowing Policy</u></a>
4.	<a href="#"><u>SCI Disciplinary Policy</u></a>
5.	<a href="#"><u>SCI Anti-Harassment Policy</u></a>
6.	<a href="#"><u>SCI Fraud policy</u></a>
8.	<a href="#"><u>SCI Prohibited Transactions and Money Laundering Policy</u></a>
7.	<a href="#"><u>SCI IT Acceptable Use Policy</u></a>
8.	<a href="#"><u>SCI Social Media Policy</u></a>
9.	<a href="#"><u>SCI Data Protection Policy</u></a>



<b>Version:</b>	1.2		
<b>Author:</b>	Joan Coyle		
<b>Approved by:</b>	Chet Kuchinad		
<b>Approved Date:</b>	10/11/2017	<b>Review Date:</b>	31/03/2018

# GLOBAL ANTI-HARASSMENT POLICY

This policy brings together key elements of the SCI Code of Conduct and the SCI Anti-Harassment, Intimidation and Bullying Procedure. The aim is to reinforce key messages and expectations related to ensuring a safe working environment for all our people, with a particular emphasis on sexual harassment, given the growing debate about the incidence and under-reporting of this within the NGO sector (and beyond).

## SECTION I

### I.1 POLICY STATEMENT

Save the Children International is committed to ensuring a safe working environment for all those who work for us and for all those who come into contact with our staff and representatives, including children and members of the communities with whom we work.

A similar commitment to creating an environment that is free of discrimination, disrespect and any other form of inappropriate behaviour is something that we expect of each individual who works for SCI in any capacity. We are individually responsible for our own behaviour at all times; for ensuring that we adhere to the standards of conduct set out in this policy, the Code of Conduct and related policies/procedures; and for reporting any concerns about conduct within the SCI workforce which may breach this policy.

SCI takes a zero tolerance approach to sexual harassment and any conduct that is discriminatory or disrespectful of others. All concerns that are reported to us will be addressed quickly and effectively, with due regard to the confidentiality of those raising a concern. Policy breaches will be investigated in line with relevant procedures; and disciplinary action - up to and including dismissal – will be implemented.

This policy forms a core element of a wider SCI framework aimed at further developing a culture that is safe for everyone and where all are treated with dignity and respect. As part of this wider framework, we will further develop our practice on raising awareness of this policy and related policies/procedures through induction, relevant training, and performance management; we will develop further guidance on how to address concerns/allegations via local procedures and mechanisms such as hotlines/helplines; and how best to support staff who may have been subject to sexual harassment or other forms of discriminatory treatment. We will also formally monitor and report on breaches of this policy.

## SECTION 2

### 2.1 SCOPE

This policy applies to all those who work for or represent SCI in any capacity, including trustees, employees, secondees, consultants, volunteers, interns, and contractors.

We expect all our staff and representatives to strive for the highest standards of integrity and accountability and to conduct themselves in line with our Code of Conduct and this Anti-Harassment Policy.

Leaders and managers have a particularly critical role to play in relation to this policy: role modelling good practice; driving a culture of dignity and respect; and ensuring that any breaches or potential breaches of this policy are addressed swiftly, effectively and in line with the relevant SCI procedures.

## SECTION 3

### 3.1 DEFINITIONS

#### **“Sexual Harassment”**

Sexual harassment is unwelcome conduct of a sexual nature, which has the purpose, or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.

Sexual harassment may take the form of unwelcome physical, verbal or non-verbal conduct, which may include - but is not limited to - the following:

- (a) Unwanted physical contact, ranging from touching to sexual assault and rape.
- (b) Verbal forms of sexual harassment including unwelcome innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults or unwelcome graphic comments about a person's body made in their presence or directed toward them, unwelcome and inappropriate enquiries about a person's sex life, and sexual orientation, directed at a person or group of persons.
- (c) Non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure, or the unwelcome display of sexually explicit pictures or objects.
- (d) Unwelcome messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment.
- (d) Sexual harassment that is linked to recruitment/employment opportunities, promotion, training or development opportunities, and the offer of salary increments or other employee benefits in exchange for sexual favours.

### “Discriminatory and disrespectful behaviour”

Other forms of harassment may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve:

**Intimidation:** the unreasonable use of status or authority to require an individual to perform an action or task which the individual knows to be inappropriate, illegal or in direct conflict with SCI policy or procedures;

or:

**Bullying:** any offensive, abusive, malicious or insulting behaviour which makes the recipient feel upset, threatened, humiliated or vulnerable.

## 3.2 PRINCIPLES AND STANDARDS

### Principles:

SCI will not tolerate any form of sexual harassment or other discriminatory or inappropriate behaviour within the workforce.

Employees are prohibited from harassing others, whether on SCI premises or elsewhere and whether during or outside working hours.

### Standards:

In addition to the standards of behaviour implied in the definitions above, the specific provisions of the SCI Code of Conduct apply to all employees and representatives at all times.

*Those related to sexual harassment are:*

- Not taking part in any form of abuse, including sexual abuse.
- Not engaging in sexual relations with anyone under the age of 18.
- Not exchanging money, employment, goods or services for sexual favours.

*Those related to other forms of discriminatory and disrespectful behaviour are:*

- Failing to respect the basic rights of all human beings regardless of gender, disability, ethnicity, religion, caste, language, HIV status and other aspects of identity.
- Acting fairly, honestly and tactfully and treating people with dignity and respect.
- Not taking part in any form of discrimination, harassment, or abuse (physical or verbal), intimidation or exploitation, or in any other way infringing the rights of others.
- Striving for high standards in our work, taking responsibility for our actions and not abusing a position of power as a Save the Children representative.
- Not behaving in a way that is likely to bring Save the Children into disrepute

## SECTION 4

### 4.1 REPORTING

Any employee subjected to sexual harassment has the right to raise a grievance/complaint and to have their complaint treated seriously, swiftly, sensitively and confidentially.

In the case of other types of discrimination or disrespectful behaviour, the provisions of the local/national grievance procedure will apply.

In all cases, employees will be protected as far as is reasonably possible against victimization, retaliation or false accusations that may arise as result of reporting sexual harassment or other forms of discriminatory or disrespectful behaviour.

In cases of sexual harassment, abuse or assault, given the deeply sensitive and personal nature of such abuse, the employee will have access to several options for reporting his or her concern, according to what the employee believes is most appropriate in his her context. The options are:

#### **Informal route:**

In the case of sexual harassment which the employee may consider to be a one-off or a relatively mild example of misconduct, the employee concerned may choose to explain to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends them or makes them uncomfortable, or that it interferes with their work; and that if it is repeated, it will have the effect of converting unwanted attention into harassment.

#### **Formal route:**

In more serious cases, the employee has multiple options:

- Report the concern via the Whistleblowing Policy.
- Report the concern directly to the most senior manager in the location (e.g. the Country Director) or to the most senior HR representative in the location (e.g. CO HR Director).
- Report the concern directly to the Chief People Officer at the London Centre office.

In an employee raises a concern verbally, he/she should follow up by submitting the complaint in writing, in line with the relevant local reporting procedure.

Where an investigation is warranted, SCI undertakes to conduct an investigation as soon as possible, and in compliance with the standards set out in the relevant local reporting procedure.

Any attempt at intimidation, victimization or retaliation towards the complainant, witnesses or any other party involved in an investigation may be subject to a separate disciplinary action.

Managers and supervisors must deal expeditiously and fairly with any allegation of sexual harassment that has been brought to their attention, whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor it may appear or who is involved.
- Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to HR so that a prompt investigation can occur.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, or who fail to immediately report such misconduct to HR, will be deemed to have breached this policy.

Employees who violate this policy will be subject to appropriate disciplinary action, up to and including dismissal; any potentially criminal actions may be reported to the relevant authorities.

#### 4.2 SUPPORTING/RELATED DOCUMENTATION

Links to Supporting Documentation	
1.	<a href="#">SCI Code of Conduct</a>
2.	<a href="#">SCI Anti-Harassment, Intimidation and Bullying Procedures</a> (under review)



## SCI POLICY: DATA PROTECTION POLICY

Functional Area:	Legal
Owner (Name + Position):	Clare Canning, General Counsel
Version:	V2
Date for Review:	1 September 2019
Applicable to:	Save the Children International (“SCI”) employees, workers, volunteers, interns, consultants and member employees on secondment to SCI.

### SECTION I: PURPOSE

Save the Children International (“SCI”) is committed to using Personal Data responsibly and to ensuring that all Staff understand and comply with their responsibilities under this Data Protection Policy (“Policy”) and the law, including the EU General Data Protection Regulation (“GDPR”). SCI recognises that the correct and lawful treatment of Personal Data is a critical responsibility. Failure to adequately protect Personal Data could result in harm to others, reputational damage, loss of income or fines of up to 20 million euros or 4% of global turnover (whichever is higher) for serious breaches.

This Policy sets out the principles SCI applies in handling and safeguarding Personal Data entrusted to SCI and sets out the obligations of Staff in relation to Personal Data SCI holds or Processes. Staff members each have a responsibility in securing and protecting the Personal Data in SCI’s care.

This Policy is mandatory for all Staff, and all Staff must read and comply with this Policy and any related procedures and guidance.

For any questions about this Policy, please contact SCI’s Data Protection Officer (“DPO”) at [dpo@savethechildren.org](mailto:dpo@savethechildren.org).

## SECTION 2: POLICY STATEMENT(S)

1	<p><b>Personal Data Protection Principles</b></p> <p>By law, SCI must be able to demonstrate compliance with the data protection principles, which are:</p> <ol style="list-style-type: none"> <li><b>Lawfulness, Fairness and Transparency</b> Personal Data must be Processed lawfully, fairly and in a transparent manner.</li> <li><b>Limitation</b> Personal Data must only be collected for specified, explicit and legitimate purposes.</li> <li><b>Minimal Processing</b> Personal Data must be adequate, relevant, and limited to what is necessary in relation to the purposes for which they are Processed. Where possible, SCI must apply anonymisation to Personal Data to reduce the risks to the Data Subjects concerned.</li> <li><b>Accuracy</b> Personal Data must be accurate and, where necessary, kept up to date; reasonable steps must be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are Processed, are erased or rectified in a timely manner.</li> <li><b>Storage Period Limitation</b> Personal Data must be kept for no longer than is necessary for the purposes for which the Personal Data are Processed.</li> <li><b>Integrity and Confidentiality</b> Appropriate technical or organisational measures must be adopted to ensure security of Personal Data, including protection against accidental or unlawful destruction, loss, alteration, unauthorised access, or disclosure.</li> <li><b>Accountability</b> Data Controllers must be responsible for and be able to demonstrate compliance with the principles outlined above.</li> </ol> <p>All Staff shall adhere to these principles when Processing Personal Data. Any suggestions for improvements as to how SCI Processes Personal Data should be sent to the DPO.</p> <p>Staff shall undertake data protection training within 3 months of joining SCI. This must be refreshed every 12 months, or more frequently if directed.</p>
2	<p><b>Lawfulness and Fairness of Processing</b></p> <p>Whenever Personal Data is Processed there must be one of the following <b>legal bases</b> present:</p> <ol style="list-style-type: none"> <li>the Data Subject has given his or her <b>Consent</b>;</li> <li>the Processing is <b>necessary for the performance of a contract</b> with the Data Subject;</li> <li>to meet <b>legal compliance obligations</b>;</li> <li>to protect the Data Subject's <b>vital interests</b>; or</li> <li>to pursue SCI's <b>legitimate interests</b>.</li> </ol> <p><b>Consent</b></p> <p>SCI must identify and document the legal basis being relied on for each Processing activity. Where Consent is relied upon, SCI must ensure the following:</p> <ol style="list-style-type: none"> <li>Consent must be clearly indicated by a statement or positive action.</li> </ol>

	<ul style="list-style-type: none"> <li>b) Consent requires affirmative action, so a pre-ticked box would not meet this requirement.</li> <li>c) The Data Subject has the right to withdraw Consent at any time and SCI must be able to honour this promptly.</li> <li>d) Whenever Personal Data Processing is based on the Data Subject's Consent, SCI shall retain a record of such Consent.</li> <li>e) Where collection of Personal Data relates to a <b>child under the age of 18</b>, and SCI is relying on Consent to Process that Personal Data, SCI must ensure that parental consent is given prior to the collection of Personal Data.</li> <li>f) Unless another legal basis of Processing is being relied upon, where Sensitive Personal Data (also known as Special Category Data) is being collected, Explicit Consent of the Data Subject will be required to Process this data.</li> </ul> <p><b>Children</b></p> <p>SCI recognises that children need particular protection when SCI is collecting and Processing their Personal Data. SCI shall ensure that the principle of fairness is central to all Processing of children's Personal Data. Consent is one possible legal basis for Processing children's Personal Data, but SCI recognises that sometimes using an alternative basis is more appropriate and provides better protection for the child.</p> <p>More detailed guidance on Consent is provided in SCI_GDPR_Consent Guidance</p>
3	<p><b>Transparent Processing</b></p> <ul style="list-style-type: none"> <li>a) <b>Privacy Notices</b> Either before or at the time of collection of any Personal Data, SCI is required to: <ul style="list-style-type: none"> <li>a. inform Data Subjects about what kind of Personal Data SCI collects;</li> <li>b. the reason for collecting the Personal Data;</li> <li>c. the purposes of the Processing;</li> <li>d. the legal basis which is being relied upon;</li> <li>e. the Data Subjects' rights in relation to the Personal Data;</li> <li>f. security measures taken in relation to the Personal Data;</li> <li>g. whether SCI transfers Personal Data to third parties;</li> <li>h. the retention period and any potential transfers of Personal Data outside of Europe.</li> </ul> <p>SCI will provide this information to Data Subjects in privacy notices.</p> </li> <li>b) <b>Children</b> If Personal Data is collected from children, clear privacy notices must be specifically tailored for children, so that they are able to understand what will happen to their Personal Data, and what rights they have.</li> </ul>
4	<p><b>Data Retention</b></p> <p>For any category of Personal Data not specifically defined in this or any other SCI Policy (in particular SCI_Data Retention Policy) and unless otherwise specified by applicable law, the required retention period for any Personal Data record will be deemed to be seven years from the date of creation of the record.</p>

<p style="text-align: center;"><b>5</b></p>	<p><b>Privacy by Design and Data Protection Impact Assessments</b></p> <p>The Information Owner must carry out a Data Protection Impact Assessment ('DPIA'), using SCI_DPIA_template when:</p> <ul style="list-style-type: none"> <li>a) planning or procuring any new system or Process involving the Processing of Personal Data,</li> <li>b) making any significant change to an existing system or Process, or</li> <li>c) planning to initiate or change a Process to collect, use or store any Sensitive Personal Data.</li> </ul> <p>The Information Owner must ensure that the system or Process complies with the Personal Data Protection Principles (listed above in section I) and minimises any privacy risks.</p> <p>Records of all DPIAs and approvals must be maintained. Any questions about the DPIA Process should be referred to the DPO.</p> <p>Further guidance on DPIAs is provided in SCI_DPIA_Guidance.</p>
<p style="text-align: center;"><b>6</b></p>	<p><b>Data Subject Rights</b></p> <p>Data Subjects (including children) have the following rights:</p> <ul style="list-style-type: none"> <li>a) <b>Right to be informed</b> Data Subjects have a right to know about SCI's Personal Data protection and data Processing activities, details of which will be contained in SCI's privacy notices.</li> <li>b) <b>Right of access</b> Data Subjects can make what is known as a Subject Access Request ("SAR") to request information about the Personal Data SCI holds about the Data Subject (free of charge, save for reasonable expenses for repeat requests).</li> <li>c) <b>Right to correction</b> Data Subjects have a right to require that any incomplete or inaccurate information is corrected.</li> <li>d) <b>Right to erasure (the 'right to be forgotten')</b> Data Subjects have a right to require that SCI removes data held about them, unless SCI has reasonable grounds to refuse the erasure.</li> <li>e) <b>Right to restrict Processing</b> Data Subjects can request that SCI no longer Process their Personal Data in certain ways.</li> <li>f) <b>Right to data portability</b> Data Subjects can ask SCI to provide copies of Personal Data held about them in a commonly used and easily storable format.</li> <li>g) <b>Right to object</b> Unless SCI has overriding compelling legitimate grounds for such Processing, Data Subjects may object to SCI using their Personal Data for direct marketing purposes (including profiling) or for research or statistical purposes and may also object if SCI is Processing their data on the grounds of pursuit of SCI's legitimate interests.</li> <li>h) <b>Right to withdraw Consent</b> If SCI is relying on Consent as the basis on which SCI is Processing a Data Subject's Personal Data, the Data Subject can withdraw their Consent at any time.</li> </ul>

7	<p><b>Subject Access Requests (SARs)</b></p> <p>When requests from Data Subjects in relation to the Data Subject’s Rights listed above are received by a Staff member, the Staff member must immediately contact the SAR Team at <a href="mailto:subjectaccessrequest@savethechildren.org">subjectaccessrequest@savethechildren.org</a>. The Staff member shall not respond directly or disclose any information to the Data Subject.</p>
8	<p><b>Requests from Third Parties</b></p> <p>If a request for information regarding data SCI holds is received from a third party (including the authorities or regulators), the recipient must not disclose any information to the requestor. The recipient should immediately notify the SAR Team at <a href="mailto:subjectaccessrequest@savethechildren.org">subjectaccessrequest@savethechildren.org</a>.</p>
9	<p><b>Transfer of Data to Third Parties</b></p> <p>If SCI is using any third-party supplier or business partner (Supplier) to Process Personal Data on SCI’s behalf, the Relevant Manager is responsible for ensuring that a GDPR compliant contract is in place with the Supplier and the Supplier has agreed to adopt security measures to safeguard Personal Data that are appropriate to the associated risks.</p> <p>If SCI is Processing Personal Data jointly with an independent third party, SCI must explicitly agree in the contract with that third party each party’s respective responsibilities regarding Personal Data.</p>
10	<p><b>International Data Transfers</b></p> <p>Before transferring Personal Data out of the European Economic Area (EEA) SCI must ensure that adequate safeguards are in place.</p> <p>New processes which potentially include transfers of Personal Data outside of the EEA should not be initiated without prior consultation with the SCI Centre Legal Team.</p>
11	<p><b>Data Security</b></p> <p>It is important that SCI Staff keep all Personal Data safe and secure, whether held physically or electronically, and not disclose or allow access to unauthorised persons.</p> <p>SCI will take steps to ensure that there are adequate administrative and technical measures to secure Personal Data held by SCI. SCI’s DPO will be responsible for reviewing SCI’s administrative measures. SCI’s Head of IT Security will be responsible for reviewing SCI’s technical measures. SCI’s Director of IT Services and Support will be responsible for implementing and maintaining technical measures (with the exception of any security monitoring services directly operated by IT Security). SCI will also take steps as an organisation to ensure that Staff, and others to whom this Policy applies, are aware of their obligations in relation to Personal Data generally and take security precautions.</p> <p>Please refer to SCI’s Acceptable Use of IT Policy which sets out in more detail the relevant precautions Staff are required to take to ensure data security, including the secure use of email, internet and mobile devices (e.g. phones, tablets, laptops).</p>

12	<p><b>Data Breaches and Notification</b></p> <p>A Data Breach includes but is not limited to the following:</p> <ul style="list-style-type: none"> <li>a) <b>unauthorised disclosure</b> of Personal Data;</li> <li>b) <b>loss</b> or <b>theft</b> of confidential or sensitive data;</li> <li>c) <b>loss</b> or <b>theft</b> of equipment on which Personal Data is stored (e.g. loss of laptop, USB stick, iPad/tablet device, or paper record);</li> <li>d) <b>unauthorised use</b> of, access to or modification of IT, data or information systems (e.g. via a hacking attack); and</li> <li>e) <b>attempts</b> (failed or successful) <b>to gain unauthorised access</b> to IT, data or information systems.</li> </ul> <p>If any member of Staff, or other person learns of a suspected or actual Personal Data Breach, it must be reported to <a href="mailto:privacyincident@savethechildren.org">privacyincident@savethechildren.org</a> immediately. The report should include as many details of the incident as possible, including date and time of the breach (if known), the nature of the information concerned, and how many individuals are involved.</p> <p>IT Security will perform incident management and take appropriate remedial measures in a timely manner.</p> <p>Staff shall report any Data Breach within 12 hours of becoming aware of such breach.</p>
13	<p><b>Policy Breaches</b></p> <p>If you suspect that this Policy may have been breached in any other way, please contact the DPO at <a href="mailto:dpo@savethechildren.org">dpo@savethechildren.org</a>. Alternatively, you may wish to follow SCI's Whistleblowing Policy and Procedures.</p> <p>Breaches of this Policy and/or any law may result in disciplinary action.</p>

## SECTION 3: DEFINITIONS

Word/Term	Definition
<i>Consent</i>	Agreement that must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signify agreement to the Processing of Personal Data relating to them.
<i>Data Controller</i>	An organisation or individual that is in control of when, why and how Personal Data is Processed and is legally responsible for the use and protection of that data. SCI will frequently be a data controller and remain responsible for Personal Data even if SCI is using a third-party Data Processor (eg another organisation or individual such as a supplier, partner or contractor) to carry out the Processing.

<i>Data Processor</i>	An organisation or individual who Processes Personal Data on behalf of a Data Controller.
<i>Data Protection Impact Assessment</i>	Tools and assessments used to identify and reduce risks of a data Processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programs involving the Processing of Personal Data.
<i>Data Protection Officer</i>	The person required to be appointed in specific circumstances under the GDPR.
<i>Data Subject</i>	A living, identified or identifiable individual about whom SCI holds Personal Data.
<i>Explicit Consent</i>	A very clear and specific statement of Consent.
<i>Information Owner</i>	The person responsible for any Personal Data collected, held, used and/or stored.
<i>Personal Data</i>	<p>Data which relates to a living individual (Data Subject) who can be identified, directly or indirectly:</p> <ul style="list-style-type: none"> <li>- From the data through an identifier, such as but not limited to: a name, image, an identification number, location data, or an online identifier (e.g. IP address), or</li> <li>- From the data in combination with other identifying information which is in the possession of, or is likely to come into the possession of, the Data Controller.</li> </ul> <p>Personal Data may include factual information (e.g. name, address, date of birth) about the Data Subject as well as an opinion or any indication of the intentions of any other person in respect of the Data Subject. Personal Data that has been pseudonymised – i.e. coded in such a way that it cannot be linked to a Data Subject without the use of additional information – may still be considered Personal Data depending on how difficult it is to attribute to a particular individual.</p>
<i>Personal Data Breach</i>	Any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data.
<i>Process/Processing</i>	Doing anything with Personal Data, including collecting, using, sharing, storing, viewing, emailing or deleting data.
<i>SAR Team</i>	The individual(s) responsible for receiving SARs from Data Subjects, and responding back to the Data Subjects.
<i>SCI Centre Legal Team</i>	The legal team at SCI Centre.
<i>Sensitive Personal Data/Special Categories of Data</i>	<p>Information about a Data Subject, which requires additional protection including data relating to:</p> <ul style="list-style-type: none"> <li>- Racial or ethnic background</li> <li>- Political opinions</li> <li>- Religious beliefs or beliefs of a similar nature</li> <li>- Physical or mental health or condition</li> <li>- Sex life (sexual orientation)</li> <li>- Trade union membership</li> <li>- Genetic and biometric data.</li> </ul> <p>SCI may also give special treatment to the following Data:</p> <ul style="list-style-type: none"> <li>- Data relating to a child</li> </ul>
<i>Staff</i>	Employees, workers, volunteers, interns, consultants and member employees on secondment to SCI.
<i>Relevant Manager</i>	Individual who has signed the contract with the third party.



## SECTION 4: RELATED DOCUMENTS

1	<p>Policies:</p> <ul style="list-style-type: none"> <li>- Child Safeguarding Policy</li> <li>- Code of Conduct</li> <li>- Whistleblowing Policy and Procedure</li> <li>- Acceptable Use of IT Policy</li> <li>- IT Security Policy</li> </ul> <p>GDPR policies, procedures and guidance:</p> <ul style="list-style-type: none"> <li>- SCI_Data_Breach_Management_Procedure</li> <li>- SCI_Data_Breach_Notifications_ICO_DataSubject</li> <li>- SCI_Data_Retention_Policy</li> <li>- SCI_DPIA_Guidance</li> <li>- SCI_DPIA_template</li> <li>- SCI_GDPR_Consent_Guidance</li> <li>- SCI_GDPR_General_Guidance</li> <li>- SCI_GDPR_Glossary</li> <li>- SCI_GDPR_SteerCo TOR</li> <li>- SCI_GDPR_Working Group_TOR</li> <li>- SCI_SAR_procedure</li> <li>- GDPR Risk management guideline</li> <li>- Beneficiary Data Management procedure</li> <li>- GDPR Supplier assurance Framework</li> <li>- Scoping guidance</li> </ul>
2	<p>Human Resources</p> <ul style="list-style-type: none"> <li>- Employee Privacy Notices</li> </ul>





Investing in our future

# The Global Fund

To Fight AIDS, Tuberculosis and Malaria

## CODE OF CONDUCT FOR SUPPLIERS\*

### Introduction

1. As a major financing institution in the fight against AIDS, tuberculosis and malaria, the Global Fund recognizes the importance of accountability for suppliers and transparency and predictability in its operations.
2. As stated in its Framework Document, a core principle of the Global Fund is to operate in an open, transparent and accountable manner. Consistent with this core principle, the Global Fund will work to ensure all its financing activities, including its corporate procurement and grant operations, and staff adhere to the highest ethical standards.
3. The goal of this Code of Conduct (“Code”) is to enlist suppliers’ commitment to maintain integrity of the Global Fund-funded grant operations and corporate procurement activities in compliance with this core Global Fund principle.
4. The Global Fund will regularly review and revise this Code, when needed, to reflect changes in best practice, lessons learned and feedback from partners.

### Scope of this Code

5. This Code requires all bidders, suppliers, agents, intermediaries, consultants and contractors (“Suppliers”), including all affiliates, officers, employees, subcontractors, agents and intermediaries of Suppliers (each a “Supplier Representative”), to observe the highest standard of ethics in Global Fund-funded activities regarding supply of goods and/or services to the Global Fund or any recipient of Global Fund financing, including principal recipients, sub recipients, other recipients, country coordinating mechanisms, procurement agents and first-line buyers.

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\*Approved 15 December 2009 at the Executive Management Team Meeting of the Global Fund to Fight AIDS, Tuberculosis and Malaria

6. The principal recipients, sub recipients, other recipients, country coordinating mechanisms, procurement agents and first-line buyers must ensure that this Code is communicated to and complied with by all of their Suppliers. Suppliers will ensure that this Code is communicated to all their Supplier Representatives and will take reasonable steps to ensure compliance by Supplier Representatives, including by taking immediate action in cases of non-compliance. Breaches of this Code may result in a decision by the Global Fund to sanction the Supplier and/or Supplier Representative involved, suspend disbursements to grant recipients or cancel funding.

### **Fair and Transparent Practice**

7. The Global Fund does not tolerate corrupt, fraudulent, collusive, anti-competitive or coercive practices of any kind involving its resources, including grant funds. The Global Fund will take strong, immediate action in all circumstances where it determines that there is substantive and credible evidence of corrupt, fraudulent, collusive, anti-competitive or coercive practices as defined hereunder.

8. Suppliers and Suppliers Representatives are expected to participate in procurement processes in a manner that is transparent, fair, accountable and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice.

9. Suppliers and Suppliers Representatives are expected to respond to solicitations in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents. They are expected to follow all of the rules established for each procurement process, and only submit bids and enter into contracts if they can and will fulfill all obligations of the contract.

10. Suppliers and Supplier Representatives will not, directly or indirectly, including through an agent or other intermediary, engage in corrupt, fraudulent, collusive, anti-competitive or coercive practices in bidding for, or performing, a Global Fund-financed contract or activity. For these purposes:

“corrupt practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value or any other advantage to influence improperly the actions of another person or entity;

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person or entity to obtain a financial or other benefit or to avoid an obligation;

“coercive practice” means any act or attempt to influence improperly the decisions or actions of a person or entity by impairing or harming, or threatening to impair or harm, directly or indirectly, such person or entity or their property;

“collusive practice” means an arrangement between two or more persons or entities designed to achieve an improper purpose, including influencing improperly the actions of another person or entity;

“anti-competitive practice” means any agreement, decision or practice which has as its object or effect the restriction or distortion of competition in any market.

11. Suppliers and Supplier Representatives will not solicit, offer, give or receive, or promise or represent to offer, give or receive, fees, gratuities, rebates, gifts, commissions, or other payments, except as disclosed in full to the Global Fund or the grant recipient, in connection with the procurement process or in contract execution.

12. Information, data, know-how and documents obtained from participating in Global Fund or grant recipient procurement processes, or in the course of performing a Global Fund-financed contract, must under no circumstances be made available to any third parties for the purpose of giving existing or potential Suppliers a preferential position or advantage in relation to tenders or any other procurement processes of the Global Fund or the applicable grant recipient, without the prior written consent of the Global Fund.

### **Compliance with laws**

13. Suppliers and Supplier Representatives will comply with all applicable laws and regulations in countries where they do business, as well as the publicized rules, regulations and policies of the Global Fund that apply to their areas of work.

14. Suppliers and Supplier Representatives will ensure that Global Fund resources received by them are not used to support, finance or promote violence, aid terrorists or terrorist-related activity or fund organizations known to support terrorism.

15. Suppliers and Supplier Representatives will not engage in money-laundering activities. This includes any kind of activity which hides or is intended to hide the fact that funds have been obtained illegally or are connected with the proceeds of crime, e.g. through fraud or bribery or other illegal activity.

### **Access and Cooperation**

16. Suppliers and Suppliers Representatives are expected to maintain accurate and complete records in appropriate books of account of all financial and business transactions under Global Fund-financed contracts for a minimum period of five years after the date of last payment made under the Global Fund-financed contract.

17. Suppliers and Suppliers Representatives are expected to cooperate with the Global Fund and comply with any reasonable request, in the opinion of the Global Fund, of its Office of the Inspector General (OIG) and other agents or representatives of the Global Fund to allow access to relevant staff and to inspect

any relevant accounts and records and other documents relating to bidding for and performing Global Fund-financed contracts.

18. Suppliers and Suppliers Representatives will provide at all times any assistance requested by the Global Fund to enable the Global Fund to comply with any legal, regulatory or statutory requirement applying to it.

19. The Global Fund expects its grant recipients to take timely and appropriate action in situations where a grant recipient becomes aware that any of its representatives or the beneficiary of a contract financed by the Global Fund grant has engaged or is suspected of engaging in corrupt, fraudulent, collusive, anti-competitive or coercive practices in connection with the procurement or performance of that contract. The Global Fund will impose sanctions that the Global Fund deems necessary if it considers at any time that a grant recipient has not taken timely and appropriate action satisfactory to the Global Fund in such situations.

### **Publicity and Advertising**

20. Suppliers and Supplier Representatives will not, without the Global Fund's prior written consent, (i) use the Global Fund's name or logo in publicity or advertising; (ii) use their direct or indirect business-relationship with the Global Fund to imply an endorsement by the Global Fund of their goods and services, and (iii) make any representation or statement for or on behalf of the Global Fund.

### **Full and Open Disclosure and Conflicts of Interest**

21. Suppliers will disclose to the Global Fund prior to entering into a contract or at any time during the performance of contract whether they, or any Supplier Representatives, are subject to any sanction or temporary suspension imposed by any major international financing institution or organization, such as the UN or World Bank Group.

22. Suppliers will disclose to the Global Fund or the grant-recipient actual, perceived, or potential conflicts of interest involving the Supplier or any Supplier Representative ("Conflict of Interest"). The Global Fund considers a Conflict of Interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such Conflict of Interest may contribute to or constitute a prohibited practice under this Code. To ensure that Suppliers under Global Fund-financed contracts observe high standards of ethics, the Global Fund will take appropriate actions to manage such Conflicts of Interest or may reject a request for funding or disbursement if it determines that a Conflict of Interest has compromised, or risks compromising, the integrity of any procurement process.

23. Suppliers will not apply or seek to apply undue influence on the decision-making processes of the Global Fund and will not engage in any conduct that breaches or facilitates the breach of the Global Fund's Policy on Ethics and Conflicts of Interest

(<http://www.theglobalfund.org/documents/policies/PolicyonEthicsandConflictofInterestforGlobalFundInstitutions.pdf>).

24. Suppliers are expected to notify the Global Fund as soon as they have knowledge of any integrity concern involving or affecting Global Fund resources and grant funding, whether or not it involves the Supplier or a Supplier Representative. For further information, see <http://www.theglobalfund.org/en/oig/>.

### **The United Nations Global Compact for responsible corporate citizenship**

25. The United Nations Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization (see [www.unglobalcompact.org](http://www.unglobalcompact.org)). The Global Fund strongly encourages all Suppliers to actively participate in the Global Compact.

26. In accordance with the ten principles outlined in the UN Global Compact, the participating Suppliers will be expected to:

- a. support and respect the protection of internationally proclaimed human rights;
- b. ensure that they are not complicit in human rights abuses;
- c. uphold the freedom of association and the effective recognition of the right to collective bargaining;
- d. support the elimination of all forms of forced and compulsory labour;
- e. support the effective abolition of child labour;
- f. support the elimination of discrimination in respect of employment and occupation;
- g. support a precautionary approach to environmental challenges;
- h. undertake initiatives to promote greater environmental responsibility;
- i. encourage the development and diffusion of environmentally friendly technologies; and
- j. work against corruption in all its forms, including extortion and bribery.