

TENDER NOTICE

REF: - CMIS No. 1226/SRPO/09/2022

Sindh Rural Partners Organization (**SRPO**) is a non-profit and non-governmental organization. SRPO is implementing a project with the support of Concern Worldwide RAPID. SRPO invites sealed tenders from registered suppliers/service providers for the provision of following services at District Sanghar.

Lot No.	Items	Specification Required	Units	Total Qty
1	Rental Vehicle Saloon Car with driver without fuel	Details in Tender Pack	Nos.	3
2	Rental Vehicle 4x4 with driver without fuel	Details in Tender Pack	Nos.	2

Terms & Conditions:

1. Tender documents can be collected from SRPO office, SRPO office, H-6, Block-8/B, Near Pakistan Post Office, Satellite Town Mirpurkhas Sindh, from 9:00am to 5:00pm, Monday to Saturday. The tender pack can also be down loaded from our website www.srpo.org.pk
2. Sealed tenders should reach SRPO office, H-6, Block-8/B, Near Pakistan Post Office, Satellite Town Mirpurkhas, on or before 12:00noon 27-09-2022 and should be clearly marked "TENDER - Not to be opened before 12:30pm 27-09-2022".
3. Tenders will be opened on the same day i.e. 27-09-2022 at 12:30pm in the presence of suppliers or their representatives, who wish to witness the tender opening.
4. In case a public holiday is announced by the Government (Due to any reason) the tender will be opened the next working day at the same time and venue.
5. The Supplier must quote only one option for each item. Bids received with more than one options and rates may be rejected.
6. Rates should be including of all type of taxes, vehicle rent, driver wages, TA/DA and all other allied costs.
7. Bidders can apply for a single or multiple Lots. SRPO reserves the right to divide the order Lot wise/item wise.
8. Tender committee reserves the right to change the quantities or cancel/reject any or all offers without assigning any reason.
9. Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed
10. Lowest price will not be the sole criteria; quality, delivery time and previous experience will also be considered.

For further information call at **92-233-824488**, Email: logistics.srpo@gmail.com

Doc 2: Letter of Invitation to Tender

Date:-21-09-2022

REF: - CMIS No. SRPO/09/2022

Dear Sir/Madam,

SUBJECT: **INVITATION TO TENDER FOR RENTED VEHICLES.**

Further to your enquiry regarding the publication of the above-mentioned Invitation to Tender, please find enclosed the following documents, which constitute the tender dossier:

- A. Instructions to Tenderers (See Doc 3)**
- B. Standard Terms and Conditions (See Doc 4)**
- C. Price Schedule (See Doc 5a and 5b)**
- D. Tenderer's Relevant Experience (See Doc 6)**
- E. Tenderers Declaration (See Doc 7)**
- F. Concern Code of Conduct and associated Polies (Separate folder) Doc 8)**

We look forward to receiving your tender on or before 12:00pm on 27-09-2022 at the address specified in the tender dossier.

Your tender bid must include the following documentation so please use the list below as a 'Checklist' before submitting your tender to SRPO.

- 1. Price Schedule (Financial Offers)- Use format/template available in in tender pack**
- 2. Tenderer's Relevant Experience (Use format/template available in in tender pack) supported by copies of similar nature purchase order/ contract"**
- 3. Tenderers Declaration (Signed/stamped) - Use format/template available in in tender pack**
- 4. Technical Specification (Where applicable)**
- 5. Copy of the valid registration certificate, Sale tax registration number and national tax number**
- 6. Samples. Please note that samples provided which do not meet the minimum specifications as per the attached tender dossier, will not qualify to the final tender evaluation process.**

Offers must be submitted in sealed envelopes, marked "Tender - not to be opened before 12:30pm on 27-09-2022" and should bear the tender reference specified above on the outside of the envelope for identification purposes.

Yours sincerely,

Name: Zubair Ahmed
Manager Admin, Log and Procurements
Sindh Rural Partners Organization
Contact Number: 0233-862447 / 0332-3944009

Doc 3: Instructions to Tenderers

1. Services to be provided

Lot No.1: Rented Vehicle Saloon Car

Sr. No.	Name of Item	Required Specifications	Required Quantity	Duration Months
1	Rented Vehicle Saloon Car With driver without fuel	Saloon Car model 2012 or above, Engine capacity 1300cc or above. ABS brakes, Petrol/CNG, Seating capacity of 04 persons, with working air condition, spare tyre, seat belts, tool box, toe chain, fire extinguisher, first Aid kit. Tyres condition 80%. With literate driver having a valid driving license able to fill log books. Vehicle must be in good condition and rates are without fuel, Vehicle mostly used in Sanghar District.	3	3 Months

Lot No. 2: Rented Vehicle 4x4

Sr. No.	Name of Item	Required Specifications	Required Quantity	Duration Months
1	Rented Vehicle 4x4 With driver without fuel	Model 1990 or above, Engine capacity 2000cc or above. Seating capacity of 06 persons, with AC, spare tyre, seat belts, tool box, toe chain, fire extinguisher, good mileage, Tyres condition 80%. With literate driver having a valid driving license able to fill log books. Vehicle must be in good condition and rates are without fuel, Vehicle mostly used in Sanghar District	2	3 Months

2. Closing date and time for submission of tenders :

27-09-2022 at 12:00 noon

3. Submission of tenders

SRPO office, H-6, Block-8/B, Near Pakistan Post Office, Satellite Town Mirpurkhas.

4. Timetable for provision

To be provided by the bidder- the bidders are required to provide realistic delivery time for the services in relevant section of price schedule.

5. Language of offers

All tenders documents are to be submitted in English

6. Period of validity of offers

All bids must be valid for a minimum of Six (06) Months from the tender submission date.

7. Currency

All tender submissions should be received in Pakistani Rupee

8. Terms

The prices must be inclusive of all taxes, driver wages, accommodation TA/DA and allied costs.

The Supplier must quote only one option for each item. Bids received with more than one options and rates may be rejected.

Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed

9. Lots

Lot No. 1 – Rented Vehicles Saloon Car with driver without fuel

Lot No. 2 – Rented Vehicles 4x4 with driver without fuel

Bidders can apply for a single or multiple Lots. SRPO reserves the right to divide the order Lot wise/item wise to different bidders.

10. Type of contract

Services agreement

11. Samples Required

Vehicles of the shortlisted vendors will be checked by the tender committee before the awarding of the contract. Shortlisted vendors will present their vehicle at SRPO office at their own cost.

12. Site Visit

It supplier's/tenderer responsibility to aware about typography/access to project area. Organization can facilitate the selected bidders in securing No Object Certificate (NoC) where required.

13. Content of tenders

1. **Instructions to Tenderers (See Doc 3)**
2. **Terms and Conditions (See Doc 4)**
3. **Price Schedule (See Doc 5a and 5b)**
4. **Tenderer's Relevant Experience (See Doc 6)**
5. **Tenderers Declaration (See Doc 7)**
6. **Concern Safeguarding Policies (See Doc 8)**
7. **Concern Anti-Fraud Policy 2017 (See Doc 9)**

14. Opening of tenders

27-09-2022 at 12:30pm at SRPO office, H-6, Block-8/B, Near Pakistan Post Office, Satellite Town Mirpurkhas in the presence of suppliers or their representatives, who wish to witness the tender opening.

15. Evaluation of tenders

Lowest price will not be the sole criteria; quality, delivery time and previous experience will also be considered. Bidders can apply for a single item or all items. SRPO reserves the right to divide the order item or supplier wise.

16. Clarification meeting

Potential tenderers can seek clarification on the tender dossier by email to following email and

Email: logistics.srpo@gmail.com

Phone Number: **92-233-824488** 9:00am to 5:00pm

17. Cancellation of the tender procedure

Tender evaluation committee reserves the right to cancel/reject any or all offers without assigning any reason. Tender might be cancelled due to non-receipt of a minimum number of bids, a change in specification of the services, cancellation/non approval of project NoC from Government, the costs exceeding budgetary limits or the project being cancelled by donor.

18. Appeals Process

Bidders reserve the right to make an appeal against the decision of the tender committee. The appeals should be in writing and for the attention of the Executive Director and SRPO.

19. Data protection

SRPO guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. SRPO guarantees confidentiality of the procurement process.

20. Donor

The project is supported by Concern Worldwide RAPID Fund through USAID-BHA funding. As per the requirement, the supplier is required to ensure the visibility of Concern and USAID through using logos on material/construction work or on packing depending on the nature of supplies/services.

21. Complaints Mechanism

Following are the contact details for any complain and feedback; as per the procedures, all sensitive complaints are investigated through documented procedures.

- a) Contact Nasrullah SRPO email mande19.srpo@gmail.com
- b) **Contact Numbers +92-233-824488/ +92 307 3266124**
- c) Can also contact to Concern Worldwide complaints Contact Number 0302-8500356 **Email Address:** complaints.pk@concern.net

22. TOR for the vendors

- a) A complete firm information and driver information will be submitted to SRPO.
- b) Supplier will be responsible for provision of driver's salary/ overtime and maintenance of the vehicle. SRPO will be responsible for filling of Fuel
- c) Supplier agrees that the vehicle will be used for both on and off road driving with flexible hours as well as for transportation of reasonable loads according to the need.
- d) All charges, taxes, dues and contribution imposed by whatever authority in relation to this contract will be the sole responsibility of the Supplier. All applicable Government taxes at admissible rate shall be deducted at source by SRPO from Supplier and quadruplicate copy of the IT receipt shall be provided to the Supplier if required on written request.
- e) In case of any accident or mishap, (Snatching of vehicle etc.) SRPO will not be responsible for any kind of damages/penalties/payment to any third party in any case.
- f) The supplier will be responsible to provide vehicle in good road-worthy condition and with fire extinguisher, first aid box, tool box and vehicle tracking device(s) installed in the vehicle
- g) In context to contract, the service provider will be responsible to assign/provide with the vehicle(s) driver(s) having good/sound physical and mental health (with no disability), valid driving license and of age not exceeding 55 years. The driver must be literate to an extent that he can manage the vehicle log book. The Service Provider will also ensure that provided/assigned driver(s) will abide by the rules and regulations set by SRPO. They will follow the instructions received from SRPO or its staff during course of duty. Violation committed by the driver shall be considered as committed by the service provider.
- h) Any item supplied by SRPO team for the rented vehicle during the rental period will be returned on termination of the contract.
- i) In case of evacuation from the base station, the vehicle can be moved anywhere within Pakistan by the organization with driver or on self-drive bases but in the latter case the responsibility of the vehicle will lie with the Organization. SRPO can give notice of any such movement to the Supplier prior to such movement at the given contact numbers of the Supplier/contractor.
- j) A trial period of Fifteen (15) days applies from the starting date to allow the organization to ensure the vehicle is in a safe worthy condition.
- k) All maintenance and service will be the responsibility of vehicle supplier.
- l) Vehicle Supplier will impose no limit or penalty or have no restriction on the mileage covered by the vehicle during this contract or any extension thereof.
- m) In case of any violation of above terms and conditions, SRPO reserves the right to terminate the contract at once and the balance of the payment by either Party shall be paid or reimbursed.
- n) SRPO in any case will not be responsible for the documents (Customs etc.) and in case of any problem and reserves the right to terminate the contract.
- o) Firm will be responsible for the arrangement of required vehicle and driver.
- p) Salary of the driver, tracker fees and any other maintenance of vehicle will be the responsibility of firm.
- q) Payment will be made on monthly basis upon submission of proper invoice to SRPO and log book of each vehicle.
- r) Firm will provide the complete detail of driver and vehicle along with photocopies of necessary documents along with tender form at the time of submission.
- s) Vehicles will be parked in SRPO premises as per instruction.
- t) Supplier shall ensure availability of vehicles during the contract period, in case of absence of vehicle / driver, then vendor shall bear the cost for per day rent / daily wages or shall provide other vehicle / driver along with authority letter in substances of the vehicle / driver otherwise per day rent will be deducted from monthly

Doc 4: Standard Terms and Conditions

Unless the context indicates otherwise, the term “Buyer” and “Contracting Authority” refers to Sindh Rural Partners Organization. The term “Supplier” and “Contractor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service Contract, whichever is in place.

GENERAL TERMS AND CONDITIONS

1) Price: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

2) Source of Instructions: The Supplier shall not seek nor accept instructions from any source external to Sindh Rural Partners Organization in relation to the performance of the Contract.

3) Assignment: The Supplier shall not assign, transfer, sublet or subcontract the Contract or any part thereof without the prior written consent of the Buyer.

4) Corruption: The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing Contracts.

5) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the Contract shall be the property of Contracting Authority/Buyer and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1) The Supplier may not communicate at any time to any other person, government or authority external to Contracting Authority/Buyer, any information that has been compiled through association with Contracting Authority/Buyer which has not been made public except with written authorization from the Contracting Authority/Buyer. These obligations do not lapse upon termination of the contract.

5.2) As per USAID standard provision “M 26: Prohibition on requiring certain internal confidentiality agreements or statements”. Following points of the provision must be followed during the implementation of this contract;

- a) The Contractor must not require its employees or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
- b) The Contractor must notify current employees and contractors that prohibitions and restrictions of any pre-existing internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- c) The Contractor must include the substance of this provision, including this paragraph (C), in contracts under this contract.

6) Use of Emblem or Name: Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Contracting Authority/Buyer in connection with its business or otherwise.

7) Observance of Law: The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8) Force Majeure: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1) In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Supplier must inform the Buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2) If the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the Contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

9) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council/Board of Director of Buyer /Donor and/or lack of funding. In such a case the Supplier shall be reimbursed by Buyer for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1) Should the Supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

10) Warranty: The Supplier shall provide the Buyer with all manufacturers' warranties. The Supplier warrants that all goods supplied in relation to the Contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

11) Inspection and Test: The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

12) Changes: The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the Contract, provided that the Supplier claims for adjustments in writing to the Buyer within 5 (five) days from being notified of any change.

13) Export Licence: If an export licence or licences are required for the goods, the Supplier has the responsibility to obtain that licence or licences.

14) Payment Terms: Unless otherwise agreed, payment terms will be 10-15 working days from receipt of a correctly prepared invoice.

15) Ethics: The Conduct to which Contracting Authority/Buyer expects all of its suppliers to respect is as follows;

- Suppliers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
- Employment is freely chosen.

- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labour laws are complied with.
- Social rights are respected

Additionally, by acceptance by a Supplier, service provider or contractor of a Contracting Authority/Buyer's supply, service or works contract, they understand and agree to abide by the terms of the Concern (the donor/funder) safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

15.1) Environmental Standards - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

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

16) Rights of Contracting Authority/Buyer: Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the Buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the Contract.

16.1) The Contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the donor/funder will be informed where such practices may affect their financial interests.

17) Rights of access for test purposes: Contracting Authority/Buyer is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes. This obligation is extended to all Contracting Authority/Buyer suppliers.

18) No Agency: This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

19) Concern/USAID Compliance: All Suppliers must be compliant with supply, works and service contracts awarded within the framework of humanitarian actions financed by the Concern Worldwide and USAID.

Document 5a**PRICE SCHEDULE- Rented Vehicle 2x4 Services**

Please mention your bid / quote on this form dually sign and stamp on each page. All services are to be delivered at District Sanghar, the vehicles will be utilized mostly in District Sanghar

Lot No. 1: Rental Vehicle Saloon Car with driver without fuel

Sr. No.	Name of Item	Required Specifications	Description of Supplies offered by the bidder (Variety, Type, Species etc.) To be filled by Bidder	Required Quantity	Duration Months	Unit price Monthly rental of vehicle inclusive of all taxes (income tax and GST), repair-maintenance, engine oil, and driver wages, boarding and lodging and any other charges. (To be filled in PKR by the bidder)	Total price of rental vehicles inclusive of all taxes (income tax and GST), repair-maintenance, engine oil, driver wages, boarding and lodging and any other charges. (col. 5×6×7) To be filled by bidder	Delivery Time in Days after PO / Purchase Contract To be filled by bidder
1	Vehicle Saloon Car with driver without fuel	Saloon Car model 2012 or above, Engine capacity 1300cc or above, ABS brakes, Seating capacity of 04 persons, with working air condition, spare tyre, seat belts, tool box, toe chain, fire extinguisher, first Aid kit. Tyres condition 80%. With literate driver having a valid driving license able to fill log books. Vehicle must be in good condition and rates are without fuel.		3 Vehicles	3 Months			
Total Price in PKR								

Name of Bidder _____ **Signature & Stamp of Bidder** _____ **Date** _____

Contact Number of Bidder _____ **Office Address of Bidder** _____

Please make sure that following documents are submitted (dully singed and stamped): 1) Price Schedule 2) Tenderer's Relevant Experience supported by copies of similar nature purchase order/ contract 3) Tenderers Declaration (Signed/stamped) 4) Copy of the valid registration certificate, Sale tax registration number and national tax number 5) Technical Specification (Where required). **Bidder must provide its contact information like valid contact number and valid office address, non-provision of contact information may have serious impact on evaluation of your bids.**

Please note that previous experience is one of criteria for bid evaluation therefore non-submission may have impact on evaluation.

Document 5b**PRICE SCHEDULE- Rented Vehicle 4x4**

Please mention your bid / quote on this form dually sign and stamp on each page. All services are to be delivered at District Sanghar, the vehicles will be utilized mostly in District Sanghar

Lot No. 2: Rented Vehicle 4x4 with driver without fuel

Sr. No.	Name of Item	Required Specifications	Description of Supplies offered by the bidder (Variety, Type, Species etc.) To be filled by Bidder	Required Quantity	Duration Months	Unit price Monthly rental of vehicle inclusive of all taxes (income tax and GST), repair-maintenance, engine oil, and driver wages, boarding and lodging and any other charges. (To be filled in PKR by the bidder)	Total price of rental vehicles inclusive of all taxes (income tax and GST), repair-maintenance, engine oil, driver wages, boarding and lodging and any other charges. (col. 5×6×7) To be filled by bidder	Delivery Time in Days after PO / Purchase Contract To be filled by bidder
1	Rented Vehicle 4x4 with driver without fuel	Model 1990 or above, Engine capacity 2000cc or above. Seating capacity of 06 persons, with AC, spare tyre, seat belts, tool box, toe chain, fire extinguisher, good mileage, Tyres condition 80%. With literate driver having a valid driving license able to fill log books. Vehicle must be in good condition and rates are without fuel.		2 Vehicles	3 Months			
Total Price in PKR								

Name of Bidder _____ **Signature & Stamp of Bidder** _____ **Date** _____

Contact Number of Bidder _____ **Office Address of Bidder** _____

Please make sure that following documents are submitted (dully singed and stamped): 1) Price Schedule 2) Tenderer's Relevant Experience supported by copies of similar nature purchase order/ contract 3) Tenderers Declaration (Signed/stamped) 4) Copy of the valid registration certificate, Sale tax registration number and national tax number 5) Technical Specification (Where required). **Bidder must provide its contact information like valid contact number and valid office address, non-provision of contact information may have serious impact on evaluation of your bids.**

Please note that previous experience is one of criteria for bid evaluation therefore non-submission may have impact on evaluation.

Document 6: Tenderer's Relevant Experience

Please complete the table below using the format to summarise the **major relevant supplies/services** carried out in the course of the past **3** years by the tenderer. The number of references to be provided must not exceed **15** for the entire tender. We will contact listed referees to confirm reference so suppliers should notify their referees to advise them of this course of action.

NGO/Company Name	Contact Details in NGO/Co.	Country	Total Contract value	Dates	Description of Contract	Related Services/supplies Provided

Note: Please provide copies of the previous purchase orders/contract of above provided relevant experience

Document: 7

Tenderer's Declaration

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender (Including Concern's Safeguarding policies March 2019). We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
- 3 The price of our tender is:
Lot No 1: [.....]
Lot No 2: [.....]
- 4 We will grant a discount of [%], or [.....] [in the event of our being awarded Lot No....
- 5 This tender is valid for a period of 6 months from the final date for submission of tenders.
- 6 We will inform SRPO immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 9 We note that SRPO is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 10 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 11 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, SRPO reserves the right to terminate the contract with immediate effect.
- 12 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 13 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
- 14 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify, We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed
- 15 We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests
- 16 We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation
- 17 We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation
- 18 We confirm that we have read and understand the Concern Code of Conduct and associated Polies and agree to abide by the terms of these policies in all of our activities under any supply, service or works contract.
Additionally we commit to abide by the points listed below;
 - Employment is freely chosen.

- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labour laws are complied with.
- Social rights are respected

18a Environmental Standards

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

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

Yours faithfully

Name and Designation:

Date:

Signature:

Stamp:

Annexe 1

Terminology for the Concern Code of Conduct and associated policy documents

March 2018

Clear definitions of the terms that we use in relation to safeguarding are essential in allowing us to ensure the proper reporting of, and responses to, instances of abuse or exploitation, and in ensuring that all such reports are handled in an appropriate and consistent manner. Clarifying the definitions of inappropriate behaviour with staff and other programme participants should be included in workshops and inductions around the Concern Code of Conduct and its associated policies.

This document provides Concern's definitions of the terminology used in the Concern Code of Conduct and its associated policies, but staff are also bound by the laws of the countries in which they work.

Abuse

Abuse is the wrong or improper use or treatment of something or someone causing harm, damage, offence or distress to them. There are several forms of abuse (such as physical abuse, verbal abuse, sexual abuse, emotional abuse, etc.), any or all of which may be perpetrated as a result of deliberate intent, negligence or ignorance.

Bullying

Workplace bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining an individual's right to dignity at work.

An isolated incident of the behaviour described in this definition may be an affront to dignity at work, but, as a once-off incident, it is not considered to be bullying. The exercise of legitimate management rights or of legitimate employee rights or responsibilities is not bullying. Interpersonal differences and conflicts may arise in the workplace for a variety of reasons including the implementation of legitimate management directives.

A pattern of any of the following behaviours may be examples of types of bullying:

- verbal abuse or insults;
- being treated less favourably than colleagues;
- intrusion – pestering, spying or stalking;
- menacing behaviour;
- intimidation;
- excessive monitoring of work;
- humiliation;
- withholding work related information;
- repeatedly manipulating a person's job content and targets;
- blame for things that are beyond a person's control;
- manipulation of the victim's reputation by rumour, gossip or ridicule;
- preventing the victim from speaking by making loud voiced criticisms or obscenities;
- constant undermining, mockery or criticism that focuses on a personal characteristic;
- exclusion or victimisation;
- aggressive behaviour towards others, including unreasonable anger or shouting;
- abuse or threats of abuse;

- persistently manipulating the nature of the work or the ability of the victim to perform the work - e.g. by overloading, setting objectives with impossible deadlines, deliberately withholding work information, or setting meaningless or unachievable tasks;
- repeated criticism of work without balancing this with positive feedback where possible, or without offering potential solutions;
- criticising an individual in front of others.

Child

Like many other humanitarian organisations, Concern defines a child as anyone under the age of 18 years in accordance with the UN Convention on the Rights of the Child¹² irrespective of national law or custom regarding the age of consent or majority.

Child abuse

Child abuse and neglect, sometimes also referred to as child maltreatment, is defined as all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation resulting in actual or potential harm to a child's health, survival, development or dignity in the context of a relationship of responsibility, trust, or power.

Within the broad definition of child maltreatment, five subtypes are distinguished:

1. **Physical Abuse** is actual or likely physical injury to a child, such as hitting, kicking or shaking, where there is definite knowledge, or reasonable suspicion, that the injury was inflicted or knowingly not prevented. (CAFOD)
2. **Emotional abuse** is harm done by persistent or severe emotional ill-treatment or rejection, such as degrading punishments, threats, bullying or not giving care and affection, resulting in adverse effects on the behaviour and emotional development of a child or young person. (CAFOD)
3. **Neglect** occurs when basic needs such as food, warmth and medical care are not met, or when there is a failure to protect a child from exposure to any kind of danger, resulting in serious impairment of a child's or young person's health or development. (CAFOD)
4. **Sexual abuse** occurs if a child or young person is pressed or forced to take part in any kind of sexual activity, whether or not the child is aware of or consents to what is happening. Sexual abuse includes incest, rape and fondling. It may also include no contact activities such as showing a child pornography or internet based activity and viewing pornographic images of children. Sexual abuse may involve siblings or other family members, or persons outside of the family. (CAFOD)
5. **Commercial or other exploitation of a child** refers to use of the child in work or other activities for the benefit of others. This includes, but is not limited to, child labour and child prostitution. These activities are to the detriment of the child's physical or mental health, education, moral or social-emotional development (WHO, 1999).

Discrimination

Unequal treatment of individuals or groups on the basis of personal characteristics such as disability or appearance or group characteristics such as ethnicity, religious orientation, etc. Common forms of discrimination may include, but are not limited to, making employment or programming decisions based on family status, race, membership of a minority group, gender, religion or lack of religion, colour, national or ethnic origin, language, marital status, birth, sexual orientation, age, disability, political conviction, socio-economic background, caste, HIV and AIDS status or other illnesses, and physical appearance or lifestyle.

¹² The Convention emphasises that States substituting an earlier age for specific purposes must do so in the context of the Convention's guiding principles of non-discrimination (Article 2), the best interests of the child (Article 3), maximum survival and development (Article 6), and the participation of children (Article 12): <http://www2.ohchr.org/english/law/crc.htm>.

Examples of discrimination may include, but are not limited to:

- Programmes not based on proper needs assessment or situational analysis resulting in interventions that benefit men more than women or vice versa;
- Hiring preferences for one religion or ethnic groups over members of other denominations or groups;
- Stigmatization of or service denial to people on the basis of their HIV and AIDS or health status;
- Service delivery only to particular ethnic, religious, or political groups.

Exploitation

Using a position of authority, influence or control over resources, to pressure, force, coerce or manipulate someone to do something against their will or interest and well-being. This includes threatening to withhold project assistance, threatening to make false claims about a person in public, or any other negative repercussions in the work-place or community.

Examples of exploitation include, but are not limited to:

- Offering special benefits to beneficiaries or other programme participants in exchange for expressed, implied or demanded favours (including sexual favours) or benefits, either to the staff member or to a third party;
- Threats or implications that an individual's refusal or unwillingness to submit to demands will affect the person's entitlement to project assistance and support, or terms and conditions of employment;
- Children's involvement in heavy, dangerous, and/or extended long hours or forced labour;
- Selling, buying, transporting children, women or men by means of coercion or deception for economic or other gain.¹³

Fraud¹⁴

Fraud is the theft or misuse of Concern's funds or other resources, by a staff member or a third party, which may or may not also involve misstatement of financial documents or records to conceal the theft or misuse.

Examples of fraud include, but are not limited to, the following:

- Theft of funds or any other Concern property, or of property entrusted to Concern;
- Falsification of costs or expenses;
- Forgery or alteration of documents;
- Destruction or removal of records or documents;
- Inappropriate personal use of Concern's assets;
- Staff seeking or accepting cash, gifts or other benefits from third parties in exchange for preferment of the third parties in their dealings with Concern;
- Blackmail or extortion;
- The payment of excessive prices or fees to third parties with the aim of personal gain.

Harassment¹⁵

Harassment is any form of unwanted behaviour relating to personal characteristics such as race, membership of a minority group, sex, gender, religion or lack of religion, colour, national or ethnic origin, language, marital status, family status, sexual orientation, age, disability, political conviction, socio-economic background, caste, HIV and AIDS status or other illnesses, physical appearance or lifestyle which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person. Such unwanted conduct may consist of acts, requests, spoken words, gestures, or the production, display or circulation of written words, pictures or other material.

¹³ See Concern's Anti-Trafficking in Persons Policy – March 2018 and elements of current international law on trafficking in human beings in the 2000 UN Convention against Transnational Organized Crime - also known as the Palermo Convention - and the two Palermo protocols: Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children; Protocol against the Smuggling of Migrants by Land, Sea and Air.

¹⁴ Definition taken from Concern Worldwide Anti-fraud Policy.

¹⁵ Adapted from the Irish Employment Equality Acts 1998 to 2008.

Harassment also means less favourable treatment of a person because they have rejected or submitted to the type of conduct described above.

It is important to note that:

- Anyone can be a victim of harassment;
- Harassment may be an isolated incident or repeated actions;
- Harassment can take many forms and may involve written documents and the use of IT including email, text messaging, photographs or pictures.

Many forms of behaviour may constitute harassment, including:

- verbal harassment - jokes, comments, ridicule or songs;
- written harassment - including faxes, text messages, emails or notices;
- physical harassment – jostling, shoving or any form of assault;
- intimidatory harassment – gestures, posturing or threatening poses;
- visual displays such as posters, emblems or badges;
- isolation or exclusion from social activities;
- pressure to behave in a manner that the individual thinks is inappropriate - for example, being required to dress in a manner unsuited to a person's ethnic or religious background.

Intimidation

Intimidation is the act of willingly making someone feel timid, filled with fear or frightened into submission. Intimidation implies inducing fear or a sense of inferiority in another person with the intention of forcing him/her to do, or deterring him/her from doing, something by threats or inducing fear of the consequences against him/her or their family or friends. In such circumstances, the person who has been intimidated feels coerced or inhibited by the threats. Acts of intimidation can be verbal, non-verbal or physical.

Programme Participant

For the purpose of this policy, 'programme participant' refers to any individual associated with Concern's programmes and includes:

- beneficiaries of programmes delivered by Concern or its partners;
- members of the communities in which Concern and its partner organisations work;
- people employed or engaged by Concern, whether national or international, full or part time, consultants, interns, contractors or volunteers, or any person actively involved in the programmes of Concern or its partner organisations;
- Concern's partner organisations, their staff and anyone working on their behalf.

Rape and attempted rape¹⁶

Rape is an act of non-consensual sexual intercourse. Any non-consensual penetration is considered rape when it includes the following two elements:

- the perpetrator invaded the body of a person by conduct resulting in penetration, however slight, of any part of the body of the victim or of the perpetrator with a sexual organ, or of the anal or genital opening of the victim with any object or any other part of the body.
- the invasion was committed by force, or by threat of force or coercion, such as that caused by fear of violence, duress, detention, psychological oppression or abuse of power against such person or another person, or by taking advantage of a coercive environment, or the invasion was committed against a person incapable of giving genuine consent.

A person may be incapable of giving genuine consent if affected by natural, induced or age-related incapacity. Genuine consent does not include consent obtained through deception or coercion or where exploitation is a factor in the granting of consent.

¹⁶ International Criminal Court Elements of Crime Document PCNICC/2000/1/Add.2 (2000).

Sexual abuse

The actual or threatened physical intrusion of a sexual nature, whether by force, coercion or under unequal conditions. It includes sexual assault or sexual acts to which a person has not consented, could not consent, or was compelled to consent.

Sexual exploitation

Any actual or attempted abuse of a position of vulnerability, differential power, or trust, to pressure or demand others to provide sexual favours, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of someone else.

Sexual harassment

Sexual harassment is any form of unwanted verbal, non-verbal or physical conduct of a sexual nature. A single incident may constitute sexual harassment. Many forms of behaviour can constitute sexual harassment, including:

- physical conduct of a sexual nature: this may include unwanted contact such as unnecessary touching, patting or pinching or brushing against another employee's body, assault or coercive sexual intercourse;
- verbal conduct of a sexual nature: this may include unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace after it has been made clear that such suggestions are unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendos or lewd comments;
- non-verbal conduct of a sexual nature: this may include the display of pornographic or sexually suggestive pictures, objects, written materials, emails, text messages or faxes. It may also include leering, whistling or making sexually suggestive gestures;
- sex-based conduct: this may include conduct that denigrates or ridicules or is intimidatory or physically abusive because of a person's sex, such as derogatory or degrading abuse or insults that are gender-related.

Violence

Violence is any form of aggressive behaviour that may be physically, sexually or emotionally abusive. The aggressive behaviour may be conducted by an individual or group against another, or others.

Visitor

Any person not contracted to work for Concern, but who is visiting Concern's overseas programmes, whether as an individual or as a representative of an institution. This includes, but is not limited to, consultants, journalists, donors, photographers, members of Concern Boards (Ireland, UK, US or South Korea), friends, accompanying dependants of international staff, etc.¹⁷ During the course of their visit all such people should consider themselves to fall under the authority of the Concern Country Director and must adhere to the Concern Code of Conduct and its associated policies.

If a visitor refuses to agree to regulate his/her conduct in line with the requirements of the Code, the name of the person, and their reason for refusing to do so, should be recorded by the management and the case reported to the Regional Director who will decide the action to be taken. This may include suspending support for their continued presence in the country, denial of permission to visit Concern programmes or office, or to stay in any accommodation rented or owned by Concern.

This definition does not include individuals who call to Concern's offices for short meeting.

¹⁷ In the event of an allegation of a breach of this Policy by an accompanying dependant of an international staff member, the allegation will be investigated and the country programme management team, in consultation with the Regional Director and the HR Director, may take action up to and including the removal of accompanied status in relation to that individual, and the referral of the matter to the national authorities. Those employed by international staff to work in a Concern house (cook, housekeeper, gardener, etc.) or to work for the international staff member or his/her accompanying dependants (translator, driver, teacher, etc.) are also protected by this policy, despite the fact that they are not Concern staff.



Anti-Trafficking in Persons Policy

March 2018

1. Purpose

Concern strongly condemns trafficking in human beings - children, women, and men – and this policy prohibits all individuals with whom, and entities with which, Concern works from engaging in any form of trafficking in human beings. People trafficking is a criminal act that violates fundamental human rights and the inviolable dignity and integrity of the human person. Disciplinary action up to and including dismissal will be taken against anyone found to be violating any aspect of this policy.

This policy is in line with Concern's mission and work and is intended to comply with all regulatory requirements.

As the concerns of this policy are inextricably linked to the Concern Code of Conduct and its associated policies, this policy constitutes an addition to and enhancement of those policies.

2. Scope

This policy has the same application as the Concern Code of Conduct, i.e. it applies to:

- a. all Concern staff
- b. all staff of Concern partners/sub-grantee organisations and anyone working on their behalf such as consultants, contractors, volunteers, interns, or any person actively involved in the delivery of the partner's/sub-grantee's programmes
- c. anyone engaged by Concern such as consultants, contractors, volunteers, interns, or any person actively involved in a Concern programme
- d. visitors to Concern's programmes, and the accompanying dependents of Concern's international staff members

3. Description

Abuse of power has, in the past, led to many forms of exploitation within the relief and development sector. Concern condemns any form of abusive or exploitative behaviour of individuals and is committed to the protection of its programme participants¹, particularly beneficiaries, as they are the most vulnerable. Everyone included in this policy² is prohibited from engaging in trafficking in children, women, and men.

¹ For Concern, a **programme participant** is any individual associated with Concern's programmes, including: i. beneficiaries of programmes delivered by Concern or its partners; ii. members of the communities in which Concern and its partner organisations work; iii. people employed or engaged by Concern, whether national or international, full or part time, consultants, interns, contractors or volunteers, or any person actively involved in the programmes of Concern or its partner organisations; and iv. Concern's partner organisations, their staff and anyone working on their behalf.

² The staff of and anyone engaged by Concern and its partner organisations, such as consultants, contractors, volunteers, interns, or any person actively involved in Concern's programmes.

- a. To accomplish the purpose of this policy, all of those included in it:
 1. are prohibited from engaging in trafficking in children, women, or men for sexual exploitation or procurement of any commercial sex acts (even if this practice is legal in a particular jurisdiction) including but not limited to forced prostitution, child prostitution, and paedophilic pornography.
 2. shall not engage in trafficking in women and girls for purposes of forced or arranged marriages, or for any bride price schemes.
 3. are prohibited from engaging in trafficking in children, women, and men for removal of organs for the illicit organ trade or for the illicit dealing, running, or trafficking of narcotics and drugs.
 4. are prohibited from using force, fraud, or coercion to subject a child, woman, or man to forced labour, begging, or involuntary servitude.
 5. shall not obtain labour from a child, woman, or man by threats of serious harm to that person or another person.
- b. Concern prohibits employment practices relating to trafficking in human beings, including:
 1. destroying, concealing, confiscating, or otherwise denying access to an employee's identity or immigration documents.
 2. using misleading or fraudulent practices to recruit employees, such as failing to disclose key terms and conditions of employment.
 3. using recruiters who do not comply with local labour laws.
 4. charging employees recruitment fees.
 5. failing to provide transportation, unless exempted, to certain employees who are brought to a country for the purpose of working on any award, including any bilateral or multilateral government contract, grant, cooperative agreement, sub-contract, sub-grant, or other sub-agreement.
 6. providing or arranging housing that fails to meet host country housing and safety standards.
 7. failing to provide an employment contract or work document where required by law.
 8. knowingly obtaining goods or services that have been provided or produced by trafficked or forced labour.
- c. Furthermore, Concern requires:
 1. that all wages meet host country legal requirements.
 2. transparent recruitment practices that fully and accurately disclose, in a format and language accessible to the employee, all key terms and conditions of employment, including wages and benefits, living conditions, any housing or associated arrangements (where provided or organised by Concern), and significant costs to be charged to the employee.
 3. that in situations where Concern provides housing to employees, the housing will at minimum meet host country housing and safety standards.
 4. reasonable steps are taken to ensure that all partner/sub-grantee organisations, consultants, contractors, volunteers, interns, or any person actively involved in a Concern programme comply with this policy.

4. Procedures and training

All Concern staff in any programmes operated by Concern will be informed about the Concern Anti-Trafficking in Persons Policy and its trafficking related prohibitions, the reporting system, the actions that will be taken against the employee for violations, and the consequences for violating the policy.

In addition, Concern's Human Resources departments must adhere to the highest standards in the recruitment of staff, and provide detailed information to employees regarding their rights and benefits. These standards prohibit the solicitation of a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment, charging employees recruitment fees and providing or arranging housing that fails to meet the host country housing and safety standards.

5. Reporting mechanism, monitoring and investigations

The procedures for reporting, monitoring and investigating reported incidents are the same as those outlined in the Concern Code of Conduct.

Any person within the scope of this policy is obliged to report actual or suspected breaches and to cooperate fully with any investigation into such.

The safety of persons reporting actual or perceived breaches is a very important consideration, and one that must not be taken lightly. The organisation has an obligation to protect staff who come forward to report actual or perceived wrongdoing.

Issues reported to line management will be handled with the following safeguards:

- *Harassment or Victimisation*: Concern recognises that the decision to report a suspicion can be a difficult one to make, not least because of the fear of reprisal from those responsible for the potential malpractice. Concern, in accordance with its Human Resource policies, will not tolerate any form of harassment or victimisation, and will take all practical steps to protect those who raise an issue in good faith.
- *Confidentiality*: Concern will endeavour to protect an individual's identity when he or she raises an issue and does not want their name to be disclosed. It should be understood, however, that an investigation of any potential malpractice may need to identify the source of the information and a statement by the individual may be required as part of any evidence that is gathered in the investigation process.
- *Untrue Allegations*: Employees should be aware that if an allegation is made in good faith, but it is not confirmed by an investigation, Concern guarantees that no action will be taken against the complainant. If, however, individuals make malicious or vexatious allegations, disciplinary action up to and including dismissal will be considered against any individual making such an allegation.

If the circumstances are such that reporting a suspicion internally is inappropriate, or if the person to whom it is reported is unable to assist, the issue may alternatively be reported via the Global Human Trafficking Hotline at +1-844-888-3733 or its email address: help@befree.org.

As an organisation, Concern will fully cooperate with the regulatory agencies to conduct audits and investigations on anti-trafficking compliance.

6. Actions arising from investigations

Persons who are judged guilty of breaches of this policy may have committed gross misconduct. Such breaches will result in disciplinary action, up to and including dismissal, being taken.

In addition, where appropriate, Concern will refer significant breaches to the local law enforcement agencies with a view to initiating criminal prosecution.

7. Effective date

This policy has been approved and is in effect. It will be:

- communicated to all staff, with a clear notice indicating that it has been incorporated into the Concern Code of Conduct and its associated policies and, as such, is binding on all staff.
- communicated to all partners with a clear notice that we would strongly encourage them to apply it immediately, but that it will be formally incorporated into partner agreements as part of the Concern Code of Conduct and its associated policies at the time of the next update/revision of the agreement.

This policy has been incorporated into the Concern Code of Conduct and its associated policies and will be included as a matter of course in all future employee/consultancy contracts and partner agreements.

8. Review of this policy

In the interests of maintaining good practice, the contents of this policy will be reviewed in conjunction with the review of the Concern Code of Conduct and its associated policy documents. Responsibility for initiating any such review rests with Concern's Senior Management Team (SMT). Any changes to the policy that affect its underpinning principles or purpose will be submitted to the Board in Dublin for review and approval.



Child Safeguarding Policy

March 2018

1. Purpose

Concern's Vision Statement is of "a world where no-one lives in poverty, fear or oppression; where all have access to a decent standard of living and the opportunities and choices essential to a long, healthy and creative life; a world where everyone is treated with dignity and respect".

To achieve this vision, and our mission "to help people living in extreme poverty achieve major improvements in their lives which last and spread without ongoing support from Concern", actions to safeguard the wellbeing of men, women, boys and girls and prevent harm, abuse or exploitation, irrespective of ability, ethnicity, faith, gender, sexuality or culture are essential. Concern acknowledges that certain groups, such as children (individuals under 18 years of age) and women are at greater risk of abuse, harassment, and physical or sexual violence. Concern believes that children deserve particular protection given their potential vulnerability to specific risks. Children have strengths, capabilities and resilience, but their age, developmental stage, level of dependency, status, and lack of power and position in communities, mean that they are more susceptible to violence, abuse and exploitation. Some groups of children, e.g. those with disabilities, may be even more vulnerable.

The safeguarding of children is a key element of the Concern Code of Conduct and its associated policies¹, and this policy must be read and understood in conjunction with those documents and seen within the existing organisational policy framework that includes those documents, HR policies and manuals, and the Equality Policy. It seeks to ensure that Concern staff and programmes integrate robust mechanisms to prevent and mitigate the risk of harm to and abuse of children. It also seeks to ensure that any issues in relation to the safeguarding of children are reported and managed in an appropriate manner. Upon recruitment, all staff must agree to adhere to the organisational policy framework and procedures on safeguarding programme participants, including this policy.²

2. Definitions

While all relevant definitions related to safeguarding programme participants can be found in **Annex 1**, the key definitions applicable in relation to child safeguarding are as follows:

Children: Concern defines a child as anyone under the age of 18 years, regardless of local custom, or the age of majority or consent locally.

Child Abuse: 'All forms of physical and/or emotional ill treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation resulting in actual or potential harm to the child's health,

¹ The Programme Participant Protection Policy, the Child Safeguarding Policy and the Anti-Trafficking in Persons Policy.

² In relation to screening of staff, referees of candidates that may be working directly with children will be asked questions directly relating to their suitability in relation to child safeguarding standards, and all appropriate checks will be carried out to ensure suitability and compliance with the relevant standards.

survival, development or dignity in the context of a relationship of responsibility, trust or power’³. The definition highlights five subtypes of maltreatment: physical abuse, emotional abuse, neglect, sexual abuse and commercial or other exploitation of a child.

In all aspects of our work, Concern seeks to promote the key principles of the UN Convention on the Rights of the Child, specifically:

- guaranteeing, without any form of discrimination, the rights of children
- considering the best interests of children in all actions relating to them
- recognising the right to life, survival and development of each child
- reflecting children’s views in matters affecting them

3. Scope

As with the Concern Code of Conduct and its associated policies, this policy applies to **all Concern staff** and to those working for and on behalf of Concern, including:

- staff of Concern’s partner organisations and anyone working on their behalf, such as consultants, contractors, volunteers, interns, or any person actively involved in Concern’s programmes
- people engaged by Concern such as consultants, contractors, volunteers, interns, or any person actively involved in Concern’s programmes
- visitors to Concern’s offices or programmes and accompanying dependants of international staff⁴

4. Organisational commitments

The prevention of and response to the risk of harm, exploitation and abuse of children, either directly or indirectly, require a variety of measures⁵ to be implemented by different functions across the organisation, including exercising caution with regard to the use of images and identifying information that could lead to increased harm to children.⁶ Ultimately, these combined measures should lead to:

- a better **understanding** of the risks facing children and the mitigating actions that should be taken to address these
- the necessary staff **behaviour**, knowledge and skills required to protect children
- **actions** in all aspects of the programme cycle being designed and delivered in a way that ensures that the best interests of children are being considered
- communities being **aware of relevant safeguarding policies** and **knowing how to complain** in the event of any infringement of them
- the establishment of a safe **system** of reporting and management in the event of child safeguarding issues being raised

³ <http://www.who.int/mediacentre/factsheets/fs150/en/>.

⁴ In the event of an allegation of a breach of this policy by an accompanying dependant of an international staff member, the allegation will be investigated and the country programme management team, in consultation with the Regional Director and the HR Director, may take action up to and including the removal of accompanied status in relation to that individual, and the referral of the matter to the national authorities. Those employed or engaged by international staff to work in a Concern house (cook, housekeeper, gardener, etc.) or to work for the international staff member or his/her accompanying dependants (translator, driver, teacher, etc.) are also protected by this policy, despite the fact that they are not Concern staff. Concern staff are responsible for informing anyone that they employ about the content of the Concern Code of Conduct and its associated policies.

⁵ These measures are outlined in the accompanying annex on roles and responsibilities within Concern Worldwide.

⁶ In relation to the use of images of children, parental or caregiver consent is required, and gathering identifying information about children is particularly sensitive (i.e. it is imperative that a child cannot be located using information associated with an image). For detailed guidance see the [Illustrative Guide to the Dóchas Code of Conduct on Images and Messages](#), especially Section 6 on Child Protection.

5. The duty to report

This policy specifically outlines Concern's position on child safeguarding, but should be considered in conjunction with the Concern Code of Conduct and its associated policies. **It is the responsibility of all senior management at field and head office levels to ensure that all Concern staff, personnel from partner agencies, consultants, contractors, beneficiaries, and visitors to Concern programmes are acquainted with and agree to adhere to the requirements of this policy.**

Each country programme team must ensure that they are meeting all necessary legal requirements of the country in which they operate in relation to child safeguarding. All concerns related to the welfare of a child, or information about an incident or suspected incident of abuse of children involving staff from Concern or a partner organisation should be reported in accordance with the reporting requirements and procedures in force in that country. In conjunction with the Concern Code of Conduct and its associated policies, each country programme team must ensure that all staff are aware of the identity of the safeguarding focal point and relevant internal reporting procedures and external referral pathways.

The reporting of a concern may result in a confidential, thorough and prompt investigation. Such investigations may reduce the level of concern or lead to the realisation that further action is necessary. People reporting possible violations and/or involved in such investigations – including the subject of the complaint – must be protected against any form of intimidation, threats, reprisal or retaliation resulting from the alleged incident.

Any intentionally false, malicious or vexatious statement, misrepresentation or accusation against another staff member or third party will be considered gross misconduct and will result in disciplinary action up to and including dismissal.

6. Consequences of misconduct

If acts have been committed in relation to our programme participants that are criminal, infringe individual's rights, or contravene the principles contained in this statement or the Concern Code of Conduct and its associated policies, **Concern will take immediate action appropriate to the circumstances and will address the support needs of those involved.** In the event of an allegation that involves a criminal offence, the subject of complaint should be informed that, in addition to disciplinary action, the investigation may be reported to the appropriate legal authorities for further investigation. Disciplinary action may include the following measures for different individuals:

<i>Staff or those working for or on behalf of Concern</i>	disciplinary action up to and including dismissal
<i>Volunteers</i>	action up to and including termination of appointment
<i>Staff of partner organisations, or those working for or on behalf of these organisations</i>	action up to and including the withdrawal of funding or support and/or the termination of partnership agreements
<i>Contractors/Consultants</i>	termination of contract
<i>Visitors to Concern</i>	appropriate action up to and including suspension of support for the visit

Any action taken will be **in accordance with Concern's policies and procedures and informed by national legislation.** Depending on the nature and circumstances of the case, Concern will involve the appropriate authorities, including the Charity Commissioners, to ensure the protection of all programme participants and the transparency of our safeguarding processes.



ANTI- FRAUD & WHISTLE-BLOWING POLICY November 2017

1. Introduction

Concern is committed to the highest possible standards of openness, transparency and accountability in all its affairs. We wish to promote a culture of honesty and opposition to fraud in all its forms.

The organisation operates in many countries, and in common with many large organisations, the size and nature of our operations puts us at risk of loss due to fraud. The purpose of this policy is to provide:

- A clear definition of what we mean by “fraud”
- A definitive statement to staff forbidding fraudulent activity in all its forms
- A summary to staff of their responsibilities for identifying exposures to fraudulent activities, for establishing controls and procedures for preventing such fraudulent activity and/or detecting such fraudulent activity when it occurs.
- Guidance to employees as to action which should be taken where they suspect any fraudulent activity.
- Clear guidance as to responsibilities for conducting investigations into fraud related activities.
- Assurance of protection to employees in circumstances where they may be at risk of victimisation as a consequence of reporting, or being a witness to, fraudulent activities. This also includes any ‘whistle-blowers’.

This document is intended to provide guidance and should be read in conjunction with:

- the relevant Human Resource Policies in relation to Investigation Guidelines
- Overseas Finance Policies & Procedures in relation to Reporting Fraud / Theft and Negligence.

This document will be reviewed periodically in order to determine whether it remains useful, relevant and effective.

2. Definitions

Concern defines fraud as:

"The theft or misuse of Concern's funds or other resources, by an employee or a third party, which may or may not also involve misstatement of financial documents or records to conceal the theft or misuse"

For example, fraud includes but is not limited to the following:

- Theft of funds or any other Concern / Donor property
- Falsification of costs or expenses
- Forgery or alteration of documents
- Destruction or removal of records
- Inappropriate personal use of Concern's assets
- Employees seeking or accepting cash, gifts or other benefits from third parties in exchange for preferment of the third parties in their dealings with Concern
- Blackmail or extortion
- Offering, promising or giving of a bribe and requesting, agreeing to receive or accepting a bribe for any reason
- Making facilitation payments
- Paying of excessive prices or fees to third parties with the aim of personal gain.

3. Concern Policy

Fraud in all its forms is wrong, and is unacceptable to Concern. This is because where fraud occurs:

- It is not just a loss to Concern, but ultimately to our beneficiaries, people living in extreme poverty and the most needy of the world's citizens
- It may have a major impact on our reputation, on donor confidence and therefore again on our beneficiaries.

Concern's objective is that fraud is eliminated from its activities. Any indications of fraud will be thoroughly investigated and dealt with in a firm and controlled way.

4. Responsibilities of Employees

a. Managers

It is the responsibility of managers to be familiar with the types of fraud that might occur in their area, to be alert for any indication of fraud or improper activity and to maintain controls to avoid such occurrences.

Managers are required to ensure that all staff under their control are given a copy of this policy and acknowledge its receipt.

Managers should also ensure that staff are encouraged to report suspected issues of fraud.

b. All Staff

It is the responsibility of all employees to carry out their work in such a way as to prevent fraud occurring in the workplace. Employees must also be alert for occurrences of fraud, be aware that unusual transactions or behaviours could be indications of fraud, and report potential cases of fraud as outlined below.

5. Reporting Suspected Fraud

Employees are required to report issues of suspected fraud. Employees should report their suspicions as follows:

- Overseas staff: To their Line Manager, or to the Country Director.
- Country Directors: To the Regional Director and the Concern Worldwide Internal Auditor.
- Staff based in Ireland, UK and USA: To the relevant SMT member.
- SMT Members: To the Chief Executive and / or Chairperson and the Concern Worldwide Internal Auditor.
- Concern Worldwide Internal Auditor: To the CEO, COO, Chair of the ROI Audit & Risk Committee, and the most senior executive in any subsidiary or affiliate that may be directly impacted.
- UK Executive Director: To the Concern Worldwide CEO, COO and the Chair of the UK Audit & Finance Committee.
- Country Manager Korea: To the Concern Worldwide CEO, COO and the Chair of the Korean Board.

Employees who suspect fraud should not do any of the following:

- Contact the suspected individual(s) directly in an effort to determine facts, demand explanations or restitution
- Discuss the issue with anyone within Concern other than the people listed above
- Discuss the issue with anyone outside of Concern, except as required by law

5.1 Reporting Information

If preferred, the issue may be reported to the Concern confidential helpline. This can also be used if the circumstances are such that reporting a suspicion as above is inappropriate, or if the person to whom it is reported is unable to assist. This helpline is monitored by the Concern Worldwide Internal Auditor and is accessed as follows:

- By email to fraudmailbox@concern.net
- By telephone to 00-353-1-479-1326
- By post marked "Private & Confidential" to Internal Auditor, Corporate Services, Concern, 52-55 Lower Camden Street, Dublin 2, Ireland.

6. Dealing with Reports of Suspected Fraud

Any suspicions of fraud will be taken seriously by Concern. Concern expects its managers to deal firmly and quickly with any reports of suspected fraud.

Managers receiving reports of suspected fraud must immediately notify the issue and proposed actions to the following:

- Overseas Line Managers: To the Country Director
- Country Directors: To the Regional Director and the Concern Worldwide Internal Auditor.
- Regional Directors: To the Overseas Director, the Finance Director and other Directors as appropriate.
- SMT Members: To the Chief Executive and / or Chairperson and the Concern Worldwide Internal Auditor.
- Concern Worldwide Internal Auditor: To the CEO, COO, Chair of the Audit & Risk Committee, and the most senior executive in any subsidiary or affiliate that may be directly impacted.
- UK Executive Director: To the Concern Worldwide CEO, COO and Chair of the UK Audit & Finance Committee.
- Country Manager Korea: To the Concern Worldwide CEO, COO and the Chair of the Korean Board.

The purpose of this prompt notification is to ensure transparency in dealing with the issues and to allow the sharing of experience of similar situations that may already have arisen elsewhere.

7. Investigation Guidelines

In consultation with the persons notified, arrangements must be made for a comprehensive investigation of the issue. The following are responsible for managing these investigations:

- Overseas: Country Director, or any other person nominated by the Regional Director
- Central Functions: Responsible SMT member, or any other person nominated by the Chief Executive or Chairperson

In all circumstances those responsible must consult with the Concern Worldwide Internal Auditor regarding the investigation process, approval of investigation, terms of reference (TOR), etc.

7.1 Investigation Team

Investigations should be completed either by appropriately experienced independent Concern staff, or by independent third parties. Where the fraud has financial implications it is recommended that a person with suitable financial skills and experience such as the Country Financial Controller, Regional Accountant or a resource from the Dublin Finance Team, as

appropriate, is a part of the investigation team. An investigation is required to be done without regard to any person's relationship with Concern, position or length of service.

The Country Director / responsible SMT member will not be involved in the investigation directly as he / she will be the one to review the investigation report and be involved in the decision on any disciplinary action to be taken. The investigation team should comprise at least two members. If a translator is required, this should be an independent translator.

When conducting their investigation, investigators must be very alert not to act in a way or reveal documents or other information that will allow others to guess that there is a whistleblower involved or to work out who they might be. The safeguards for reporting employees must be applied in all cases - see below.

7.2 Investigation

The purpose of the investigation is to establish the facts. All work of the investigation team should be documented, including transcripts of interviews conducted. The investigation should be held in a timely manner and the Regional Director and the Concern Worldwide Internal Auditor should be kept informed of any major developments.

In order to ensure confidentiality, as per the HR investigation guidelines; 'A confidentiality clause is part of the interview notes sign-off statement, and breaches of confidentiality may result in disciplinary action for employees of Concern'. To maintain confidentiality, disclosure of details of the allegation being investigated should be appropriate to the situation and to the person being interviewed, whilst not misleading the witness in anyway.

Where external expert advice is required, for example the opinion of a lawyer, this advice should be summarised in an appendix to the investigation report.

7.3 Investigation Report

The conclusion of all fraud investigations must be documented. The Investigation Report will contain all details relating to the investigation and a timeline of all the events which took place. The Report will also include the transcripts of any interviews undertaken and any legal advice received as an appendix. The report may also contain the recommendations of the investigation team on the course of action to be taken.

The Country Director / responsible SMT member should forward the written report/conclusions to the persons requiring notification – see section 6 above – and agree the appropriate action to be taken.

The person(s) that initially reported the suspicions should be informed of the outcome of the investigation but this should be done only once the report and proposed course of action has been finalised.

8. Safeguards for Employees

The safety of whistle blowers is a very important consideration for investigators and one that must not be taken lightly. The organisation has an obligation to protect staff members who have come forward to report wrongdoing.

Issues reported to line management and the helpline will be investigated with the following safeguards:

- Harassment or Victimisation: Concern recognises that the decision to report a suspicion can be a difficult one to make, not least because of the fear of reprisal from those responsible for the malpractice. Concern in accordance with its Human Resource Policies will not tolerate harassment or victimisation and will take all practical steps to protect those who raise an issue in good faith.
- Confidentiality: Concern will endeavour to protect an individual's identity when he or she raises an issue and does not want their name to be disclosed. It should be understood, however, that an investigation of any malpractice may need to identify the source of the information and a statement by the individual may be required as part of the evidence.
- Anonymous Allegations: Employees may opt to make an anonymous allegation, however it should be noted that Concern discourages anonymous allegations. Issues expressed anonymously will be considered at the discretion of Concern. In exercising this discretion, the factors to be taken into account will include:
 - The seriousness of the issues raised
 - The credibility of the allegations and the supporting facts
 - The likelihood of confirming the allegation from attributable sources
- Untrue Allegations: Employees should be aware that if an allegation is made in good faith, but it is not confirmed by an investigation, Concern guarantees that no action will be taken against the complainant. If, however, individuals make malicious or vexatious allegations, disciplinary action will be considered against an individual making the allegation.

9. Actions Arising from Fraud Investigations

9.1 Disciplinary procedures

Persons who are judged guilty of fraud have committed gross misconduct and will be dealt with in accordance with the HR Policy on Disciplinary Action. Proven allegations of fraud may result in dismissal. The process and people involved in deciding on this disciplinary action are set out in section 7 above.

In addition, where appropriate, Concern will refer significant fraud to the local law enforcement agencies with a view to initiating criminal prosecution. Consideration should be given to the local context and the consequences in terms of human rights of initiating criminal prosecution

against the individuals involved. In every case, the final decision whether or not to prosecute should be taken by:

- Overseas: Regional Director in consultation with the Overseas Director
- Central functions: Chief Executive or Chairperson

9.2 Changes to systems of controls

The fraud investigation is likely to highlight where there has been a failure of supervision and / or a breakdown or absence of control; the course of action required to improve systems should be documented in the investigation report and implemented when this report is finalised.

9.3 Recovery of losses

Where Concern has suffered loss, full restitution will be sought of any benefit or advantage obtained and the recovery of costs will be sought from individual(s) or organisations responsible for the loss.

If the individual or organisation cannot or will not make good the loss, consideration will be given to taking civil legal action to recover losses. This is in addition to any criminal proceedings which may result.

10. Donor and regulatory reporting

Appendix 1 sets out the main donor requirements in relation to fraud reporting. Appendix 2 sets out the requirements for fraud reporting to regulatory bodies, including the UK Charity Commission.

In cases of fraud or suspected fraud, details of the case should be reported to the relevant people as set out above, including the Concern Worldwide Internal Auditor. The Concern Worldwide Internal Auditor will prepare the required reporting for the relevant donor(s) and regulatory body. This may include a suspected fraud notification report prior to the investigation commencing and/or a fraud investigation conclusions report. These reports will be submitted to the donor(s) and regulatory body by the relevant person. The relevant person may depend on whether the contract is managed in country, in which case the report may be submitted by the CD, or if managed from Head Office, in which case the report may come from the senior member of the relevant programmes support team. This decision will be made by the Concern Worldwide Internal Auditor, the Regional Director and other relevant staff e.g. UK / US staff (if UK/ US Funding).

11. Application to Partner Organisations and Consultants

Contracts with partner organisations and with consultants should make explicit reference to the existence of this policy and should require partner agencies and consultants to report any frauds that arise in their dealings with the organisation or that in any way involve the resources of the organisation. In addition all contracts with partners and consultants should

either include a copy of this policy as an attachment or clearly specify where a copy can be obtained. Sample wording to deal with this requirement is included in Appendix 3.

12. Effective Date

The Anti-Fraud Policy will come into effect immediately upon approval by the Audit and Risk Committee of the Board.

13. Review of this Policy

In the interests of maintaining best practice, the contents of this Anti-Fraud Policy will be reviewed by the Audit and Risk Committee every three years. In the interim, management is authorised to make adjustments as may be required by changes to statutory obligations and/or donor requirements - however any other significant revision will need approval by the Audit and Risk Committee.

Appendix 1 –Donor Requirements on Reporting Fraud (this is not an exhaustive list of donor requirements but a list of the main/larger donor requirements)

1. USAID

All USAID funding is subject to the rules and regulations as set forth first in the respective Award and in the applicable Federal Acquisition Regulation (FAR), USAID Acquisition Regulations (AIDAR), the Code of Federal Regulations (CFR), USAID Automated Directives System (ADS) including the USAID Standard Provisions for U.S. Nongovernmental Organizations and Cost Principles.

a. Reporting Fraud:

In relation to fraud the most important USAID rules concern prompt reporting. Once a fraud has been reported internally (Section 5, above), and an agreed suspected fraud notification report drawn up by the Concern Worldwide Internal Auditor (Section 10 above), any fraud or corruption involving USAID resources must be reported in accordance with mandatory disclosure (M28).

M28 requires that all fraud, bribery, or similar acts potentially affecting any US Government award be disclosed in writing, in a timely manner, to the prime recipient (in our case to Concern US Inc.) and to the USAID Office of the Inspector General, (with a copy to the cognizant Agreement Officer).

It is important that we observe this requirement scrupulously - failure to make necessary disclosures can result in sanctions, including suspension or debarment.

Disclosures for the USAID Office of the Inspector General must be sent to:

U.S. Agency for International Development Office of the Inspector General P.O. Box
657 Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

In order to ensure confidentiality and consistency any such disclosures (to USAID/OIG or to Concern Worldwide US Inc.), will be made by the Concern Worldwide Internal Auditor.

This mandatory reporting requirement must be incorporated in all sub-awards that we make from USAID funding.

b. Other related issues:

- Significant developments: Events may occur between the scheduled performance reporting dates that have significant impact upon the work that US Government funding is intended to fund. In such cases, we must inform Concern US as soon as we become aware of any significant problems, delays, or adverse conditions which will materially impair our ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- Refund Claims: USAID will claim a refund from us if audits or other sources show that USAID funds have been used to finance a transaction which is not in compliance with the USAID rules and regulations as required in the underlying agreement, or which is ineligible for other reasons, such as fraud. Claims may be limited to the cost of that portion of a transaction which is not in compliance with USAID's rules and regulations or the claim may be for the entire amount of the procurement if USAID chooses to disassociate itself entirely from the transaction.

2. Irish Aid

Fraud is deemed to have been perpetrated where:

- a) An act is willfully or knowingly perpetrated; and
- b) Such act has the characteristics of fraud including, but not limited to, misappropriation, deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, false representation, alteration of negotiable instruments such as cheques, falsification of accounting records or financial reports, or concealment of material facts and collusion: and
- c) The Department suffers, or could realistically believe that it might suffer, an actual loss including but not limited to a financial loss.

Section 57 of the Irish Aid Programme Guidelines state 'In the event that a grant or part of a grant made available to the NGO is subject to suspected fraud, Irish Aid should be informed immediately in writing. This initial report should describe, the circumstances of the (alleged) fraud, the suspected principals involved, an estimate of both the total funds and the Irish Aid funds concerned and the proposed follow-up actions, including plans for a forensic audit if this is deemed appropriate. Irish Aid should then be informed when the fraud is fully investigated and receive a final report on the incident. The NGO will be informed when Irish Aid deem the case closed'.

The suspected fraud notification report and any subsequent fraud reports will be prepared by the Concern Worldwide Internal Auditor. The Director of International Programmes will submit the fraud reports to Irish Aid.

3. DFID and other UK donors

3.1 DFID

The Counter Fraud Unit (CFU) is the central point for reporting all suspicions or allegations of fraud or corrupt practices. The DFID fraud email address for fraud reporting / suspicions of fraud is fraud@dfid.gov.uk.

Background

For their purposes DFID define fraud is the use of deception to obtain an advantage, avoid an obligation or cause a loss to another party. Corruption is the abuse of public office for private gain.

Those found to have been involved in fraudulent and corrupt activity or to have been negligent in the exercise of supervisory duties will be subject to disciplinary and, where appropriate, criminal proceedings.

DFID frequently consider fraud alongside the related concept of **Conflict Of Interest**. A conflict of interest arises when an individual could be or is influenced by personal considerations in the course of doing his or her job. This introduces the risk that decisions are made for the wrong reasons - financial or other personal rewards may adversely influence objectivity, integrity or professional commitment and can lead to fraud.

Staff must safeguard themselves against any risk of conflicts of interest.

Reporting

Once the fraud has been reported internally (Section 5, above), and an agreed suspected fraud notification report drawn up by the Concern Worldwide Internal Auditor (Section 10 above) any allegations or suspicions of fraud or corruption against DFID resources must be reported to DFID.

- In the case of a **fraud relating to a grant/contract managed from a DFID country office**, the Country Director should submit the agreed report to the relevant DFID programme manager locally, and the UK Head of International Support will simultaneously email the same report to DFID's central team at fraud@dfid.gov.uk
- In the case of a **fraud relating to a grant/contract managed by DFID (or an external Fund Manager contracted by DFID) in the UK**, the UK Head of International Support will send the report to the relevant member of staff at DFID or its Fund Manager in the UK and to the fraud@dfid.gov.uk address.

Concern should report allegations of fraud involving DFID funds at the earliest opportunity.

3.2 Other UK donor funds

In the case of a fraud involving any other UK donor funds, the relevant Concern UK staff will be made aware of the fraud by the Concern Worldwide Internal Auditor. Once the internal procedure (Section 5 above) has been completed, and if relevant a report drawn up by the Concern Worldwide Internal Auditor (section 10 above), the appropriate UK staff will report the case to the Donor.

As per Appendix 2, below, the Concern UK Executive Director will be responsible for reporting frauds of UK donor funds to the UK Charity Commission.

3.3 Disasters Emergency Committee (DEC)

DEC launch appeals to raise money to help those impacted by disaster. Concern Worldwide are one of 13 leading aid charities to provide and deliver aid from DEC funds.

As part of DEC Member agencies Due Diligence standards, Concern are required to complete a self-assessment covering financial controls, communication, governance, partners, disaster affected communities, procurement and cash programmes. One of the due diligence standards is that:

'We promptly investigate and inform DEC, the Charity Commission, the police and relevant donors as appropriate of suspected or reported serious incidents arising from affected community feedback'.

For all cases of actual or suspected fraud (or serious incidents) (see Appendix 2 below for examples) relating to DEC funds, DEC and the Charity Commission will be made aware of the incident as outlined in 3.2 above, with the Concern UK Executive Director being responsible for reporting the case to DEC/UK Charity Commission.

4. EU

Currently there are no set procedures on reporting fraud. The main advice given was, if there was a fraud which occurred in an EU funded project and of "significant" value, we should contact the local delegation and let them know and inform them of what measures we were taking to address it and how we would endeavour to stop it happening again.

Appendix 2 – Regulatory reporting

1) UK Charity Commission

The Charity Commission UK registers and regulates charities in England and Wales, to ensure that the public can support charities with confidence. There is an obligation to report serious incidents to the Commission as soon as they become aware of them involving UK donor funds. As a matter of good practice, any serious incident that has resulted or could result in a significant loss of funds or a significant risk to the charity's property, work or beneficiaries should be reported to the Commission immediately.

The Charity Commission recognises that some instances of fraud and theft that may occur in a charity might be of a relatively low value, and part of the normal risks that all organisations face. There is no minimum figure that should or must be reported. Trustees need to decide whether incidents are serious enough to report in the context of their charity and the circumstances of the incident, taking account of the actual harm and potential risks to the charity. The higher the value of the loss, the more serious the incident will be, indicating it should be reported

What counts as a serious incident in your charity and how to report it:

Report any serious incident that results in – or risks - significant:

- loss of charity's money or assets
- damage to charity's property
- harm to charity's work, beneficiaries or reputation

Serious incidents include:

- A **serious breach in Internal Controls** whether or not loss has arisen
- **fraud, theft or other significant loss**
- a large donation from an unknown or unverified source
- links to terrorism or to any organisation that is 'proscribed' due to terrorist activity
- a disqualified person acting as a trustee
- not having a policy to safeguard charity's vulnerable beneficiaries
- not having 'vetting' procedures in place to check your prospective trustees, volunteers and staff are eligible
- suspicions, allegations or incidents of abuse of vulnerable beneficiaries

Any actual or suspected criminal activity within or involving the charity is a serious incident. Report a serious incident if the charity is being investigated by the police or another regulator for any reason

Fraud reporting:

Serious incidents including any actual or suspected serious incidents of fraud, theft, other financial crimes or other significant loss to Concern Worldwide should be reported as per the reporting lines at Section 5.

For all cases of actual or suspected fraud (or serious incidents) relating to a UK donor the case details will be reported as per the reporting lines in Section 5, with the Concern UK Executive Director being responsible for reporting the case to the UK Charity Commission.

Appendix 3 – Clauses for inclusion in contracts with partner organisations and consultants.

The following clauses should be inserted in the relevant contracts:

1. Partner Organisations

*As indicated in its **Anti-fraud and Whistle Blowing Policy**, Concern Worldwide is opposed to fraud in all of its forms. It is a condition of this grant that the partner organisation should take all reasonable steps to prevent, detect and deal with fraud. Partner agencies are required to:*

- *Review the Concern Worldwide policy (available at: <https://www.concern.net/>).*
- *Report any suspected incidents of fraud that arise in dealing with Concern Worldwide or that involve its resources, to the Concern Worldwide Country Director or by e mail to the helpline detailed in section 5.1 of the policy i.e. fraudmailbox@concern.net*
- *Facilitate investigation and resolution of such incidents.*

2. Consultants

*As indicated in its **Anti-fraud and Whistle Blowing Policy**, Concern Worldwide is opposed to fraud in all of its forms. It is a condition of this agreement that the consultant should:*

- *Review the policy (available at: <https://www.concern.net/>).*
- *Report any suspected incidents of fraud that arise in dealing with Concern Worldwide or that involve its resources, to the Concern Worldwide Country Director or by e mail to the helpline detailed in section 5.1 of the policy i.e. fraudmailbox@concern.net*
- *Participate as appropriate in the investigation and resolution of such incidents*



Concern Code of Conduct

March 2018

Throughout this document, the term **inappropriate behaviour** (which may range from mild to grossly inappropriate behaviour) is intended to include, but is not limited to:

- Bullying
- Verbal, physical or sexual harassment
- Rape and attempted rape
- Exploitation (including sexual exploitation)
- Abuse (including sexual abuse and abuse of power)
- Any actions that harm children or place them at risk of harm
- Intimidation
- Any form of discrimination
- Entering into relationships which cause, or could potentially cause, conflicts of interest at work
- Behaviour that brings, or could potentially bring, the organisation into disrepute
- Showing a lack of respect for the dignity of others
- Behaving in a culturally insensitive manner
- Behaving in a manner which leads to, or could potentially lead to, health or security problems for the individual concerned and/or for other people
- Theft
- Unauthorised use or possession of Concern property – or of the property of a third party - while acting or claiming to act on behalf of Concern, and serious negligence or deliberate misuse of Concern property
- Any attempt to commit fraud or to accept or solicit a bribe

Any finding of inappropriate behaviour, including those actions outlined above, by anyone working for or on behalf of Concern will lead to disciplinary action up to and including dismissal.

Concern Code of Conduct

Introduction

Concern, as a non-governmental, international humanitarian organisation involved in the alleviation of poverty, seeks to implement effective relief and development programmes through its commitment to meeting good practice standards, and the quality of the work of its staff and those of its partner organisations.

Concern staff frequently work in situations in which they are in positions of power and trust (in relation to beneficiaries, other organisations and one another). This power and trust must never be abused. All Concern staff have a responsibility to the organisation to strive for and maintain the highest standards in the day-to-day conduct of their work. Any form of inappropriate behaviour is incompatible with Concern's fundamental belief in the human dignity of all people, and with our core values.

A code of conduct is a key tool for the prevention of harassment, exploitation, abuse and/or inappropriate behaviour by staff. The Concern Code of Conduct (hereafter, 'the Code') and its associated policies – the Programme Participant Protection Policy, the Child Safeguarding Policy, and the Anti-Trafficking in Persons Policy¹ – describe the standards of behaviour expected of all staff and anybody engaged by Concern, and seek to promote good practice. The Code provides clear guidance on the standards of behaviour the organisation requires all staff, and anyone working for or on behalf of Concern or any of Concern's partner organisations, to abide by, as well as providing examples of conduct that will be considered to be unacceptable. The Code is designed to guide and protect all staff and programme participants². Any breach of this Code by a Concern staff member may result in disciplinary action up to and including dismissal. In terms of staff from partner organisations, any breach of this Code may result in the suspension or termination of the partnership agreement.

Whilst recognising that laws and cultures differ considerably from one country to another, the Code is based on international good practice.³ In addition, it is written to reflect the organisation's core values and commitment to ensuring that staff always act in the best interests of all programme participants. This Code applies to all people engaged by Concern, including partner organisations engaged on Concern programmes, regardless of location, whether national or international, full or part time, consultants, interns, contractors or volunteers, and should be adhered to at all times.

This Code and the associated policies are mutually supporting and should be considered **in conjunction with each other**. Concern's partner organisations are expected to comply with the standards of behaviour outlined in this Code and in the associated policies. All visitors to Concern's programmes must – during their visit – consider themselves to be under the authority of Concern Country Director and must adhere to the Code and its associated policies. If a visitor refuses to agree to regulate his/her conduct in line with the requirements of the Code, the name of the person, and their reason for refusing to do so, should be recorded by the management and the case reported to the Regional Director who will decide the action to be taken. This may include suspending support for their continued presence in the country, denial of permission to visit Concern programmes or office, or to stay in any accommodation rented or owned by Concern.

¹ Any reference to the 'associated policy documents' hereinafter indicates these three named documents.

² Programme participant refers to any individual associated with Concern's programmes and includes: i) beneficiaries of programmes delivered by Concern or its partners; ii) members of the communities in which Concern and its partner organisations work; iii) people employed or engaged by Concern, whether national or international, full or part time, consultants, interns, contractors or volunteers and any person actively involved in the programmes of Concern or its partner organisations; and iv) Concern's partner organisations, their staff and anyone working on their behalf.

³ For example, the *Statement of commitment on eliminating sexual exploitation and abuse by UN and non-UN personnel* signed by Concern's CEO at the High-level Conference on Eliminating Sexual Exploitation and Abuse by UN and NGO Personnel in December 2006 in New York: <http://ochaonline.un.org/OchaLinkClick.aspx?link=ocha&docId=1061170>.

All Concern staff, the representatives of partner organisations, visitors, and all people associated with Concern programmes must be given a copy of this Code and its associated policies in a language that they can understand, and an explanation of the content of the documents. They must confirm that they have read them, understood their content, and that they agree to conduct themselves in accordance with them.⁴

It is the responsibility of all Concern staff to adhere to Concern Code of Conduct and its associated policies.

Review of the Code

Concern recognises that both internal and external environments change. Such change may have a bearing on the scope and content of this Code. Consequently, the Code and its associated policies will be reviewed periodically. The review process will be consultative and participatory in nature. The responsibility for initiating the policy review process rests with Concern's Senior Management Team (SMT). Any changes to the policy that affect its underpinning principles or purpose will be submitted to the Board in Dublin for review and approval.

⁴ Concern staff responsible for developing partnership agreements, contracting consultants, and agreeing to or organising visits to the field **must** ensure that this is done.

Standards of Conduct

As a staff member of Concern I **commit myself to:**

- 1. Be responsible for the use of information, assets and resources to which I have access by reason of my employment with Concern.**
 1. I will ensure that I will use any assets and resources entrusted to me in a responsible manner and account for all money and property in accordance with the appropriate policy and procedural requirements.
 2. I will not use the organisation's computer equipment or other technology or equipment⁵ or services in contravention of Concern's IT Regulations to engage in any activity that is illegal under local, state, or international law, or that encourages conduct that would constitute a criminal offence. This includes any material that victimises, harasses, degrades, or intimidates an individual or a group of individuals on the basis of gender, race, religion, sexual orientation, age, disability, ethnicity or other personal characteristic.
 3. I will not use Concern's computer equipment or other technology or equipment⁶ to view, download, create, distribute, or save in any format inappropriate material, including but not limited to adult or child pornography.
 4. I will use all project goods and services, including those provided by or the property of a third party⁷, in an appropriate manner.
 5. I will not release to others any private or confidential information relating to Concern (or for which Concern is responsible) unless legally required to do so.
- 2. Be responsible for my own health, safety and welfare, and that of the staff whom I manage.**
 1. I will adhere to all organisational health and safety regulations and procedures in force in my work place.
 2. I will comply with any local security guidelines and in a manner consistent with Concern's Security Policy.
 3. I will behave in ways that avoid creating unnecessary risk to the security, safety, health and welfare of myself or others (including partner organisations and beneficiaries).
- 3. Ensure that my personal and professional conduct is, and is seen to be, of the highest standard and in keeping with Concern's beliefs, values and mission.**
 1. I will treat all people with respect and dignity. I will not discriminate, show differential treatment to, or favour particular individuals to the exclusion of others.
 2. I will, in all of our programmes, promote the well-being and development of children and will not engage in behaviour that is likely to cause harm, including physical, sexual, emotional abuse and neglect.
 3. I will observe all national laws and behave in a culturally sensitive manner.⁸
 4. I will not work under the influence of alcohol or drugs (with the exception of prescribed drugs for health reasons) or illegal substances⁹ that affect my ability to perform my duties.
 5. I will not use, distribute, sell or be in possession of illegal substances¹⁰ on Concern premises, whilst on Concern business, or whilst using Concern vehicles.

⁵ Internet, intranet and extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, telephony systems, network accounts providing e-mail, web browsing and file transfer protocol (FTP), are covered by Concern Worldwide Information Technology Systems User Regulations.

⁶ As above.

⁷ Examples of project goods and services provided by a third party include, but are not limited to, food aid from WFP, vehicles lent by an Alliance2015 member or other organisations, etc.

⁸ Such laws or cultural practice can never be used as an excuse or a motive for inappropriate behaviour.

⁹ National legislation in some of the countries in which Concern works is particularly strict in relation to the possession of illegal substances for personal consumption, and provides for very severe punishments/sentences for those breaking the laws. All staff must fully comply with national legislation in relation to such issues.

¹⁰ As above.

6. I will ensure that my behaviour both during and outside of work does not bring Concern into disrepute and does not impact on or undermine my ability to undertake the role for which I am employed.
7. I will not abuse my position as a Concern staff member for personal gain by requesting, soliciting or accepting any payment, gift, service or favour (including sexual favours) from others, whether for my personal benefit or for the benefit of another person, in return for Concern support, goods or services.
8. I will not enter into commercial sexual transactions at any time.¹¹

4. Perform my duties and conduct my private life in a manner that avoids possible conflicts of interest with the work or reputation of Concern and my work as a staff member of the organisation.

1. I will avoid situations where my personal interests could conflict, or reasonably appear to conflict, with the interests of Concern. Therefore, I will not enter into any sort of business relationship on behalf of Concern with family members, friends or other personal/professional contacts for the supply of any goods or services to Concern or any employment related matters without authorisation from senior management. I will declare any potential conflict of interest to my line manager.
2. I will not be involved in awarding benefits, contracts for goods/services, employment or promotion within the organisation to any person with whom I have financial, personal, family (or close intimate relationship) interests.¹²
3. I will not accept bribes or gifts (except small tokens of appreciation) or any remuneration which have been offered to me as a result of my employment with Concern by governments, beneficiaries, partners, suppliers or any other persons. I will notify my line manager if I am offered or have received gifts of any kind, however small.¹³
4. I am aware that sexual relationships between a Concern staff member and a beneficiary are likely to be based on inherently unequal power dynamics and may undermine the credibility of the organisation and its work. I know that Concern considers such sexual relationships inappropriate. Should I be in or develop a sexual relationship with a beneficiary, I will immediately inform a senior manager in my programme area of the relationship.¹⁴
5. I will not undertake work or duties outside of Concern that negatively influence my ability to perform my function, or which may have a negative impact on the work of Concern.

5. Work to ensure the safeguarding of all programme participants and avoid involvement in any activities that are illegal, contravene human rights,¹⁵ or compromise the work of Concern.

1. I will ensure full compliance with Concern's Anti-Trafficking in Persons Policy and will not take part in or support any illegal activities, particularly in relation to the trafficking of persons.¹⁶
2. I will not engage in any type of sexual relations or any sexual activity with a child. A 'child' is taken to be anyone under the age of 18 regardless of local custom, or the age of majority or consent locally.

¹¹ For the purpose of this Code, a 'transaction' is defined as any exchange of money, goods, services or favours with any person.

¹² All Concern staff must avoid direct responsibility for the hiring or supervision of a family member. Employment of family members is permitted only if the staff members are not reporting directly to each other.

¹³ In general, gifts should not be of such value as to constitute a personal enrichment for the recipient and should not be such as to appear excessive to an objective observer. The country programme's management team will review the list of gifts being received and indicate whether they are appropriate or not.

¹⁴ Concern recognises that staff are often members of the communities in which we deliver our programmes, and may have or develop relationships with other members of those communities. To ensure that beneficiaries are protected, and to protect Concern staff and the organisation from allegations of biased or more favourable treatment being given to some members of the community than others, Concern staff must make any such relationship known immediately to the senior manager in the programme area.

¹⁵ In addition to the Universal Declaration of Human Rights, recognition should be given to the rights of women and children, as outlined in the UN Convention for the Elimination of all Forms of Discrimination against Women (CEDAW) and the UN Convention on the Rights of the Child (CRC), with particular emphasis on the guiding principle of 'the best interest of the child' (Article 3): <http://www2.ohchr.org/english/law/crc.htm>.

¹⁶ See Concern's *Anti-Trafficking in Persons Policy – March 2018*

3. Consistent with Concern's Child Safeguarding Policy¹⁷, I will always consider and act in the best interests of children in all actions relating to them. I will not abuse or exploit children or adults in any way and will report any such behaviour by others to a senior manager.¹⁸
4. I will refrain from any behaviour or action that might jeopardise Concern's reputation.

6. Refrain from any form of bullying, harassment, discrimination, abuse, intimidation or exploitation.

1. I will act fairly and honestly, and treat others with dignity and respect, regardless of their status - such as, but not limited to, their gender, race, religion or lack of religion, colour, national or ethnic origin, language, marital status, family status, birth, sexual orientation, age, disability, socio-economic background, caste, political conviction, HIV and AIDS status, physical appearance, lifestyle, or other status.
2. I will never engage in any humiliating, degrading or exploitative behaviour.
3. I will not use or condone language that is inappropriate, demeaning, or offensive towards others.

7. Report any incident, concern or suspicion regarding any breaches of this Code.

1. I will bring to the attention of the relevant manager or the Human Resources manager within Concern any potential incident, abuse or concern that I witness, I am made aware of, or suspect, which appears to break the standards contained in this Code.
2. I will not intentionally make malicious or false accusations in relation to this Code or its associated policies against any programme participant.
3. I will ensure that all information about breaches of this Code and its associated policies is handled with the utmost discretion.

I have read carefully and understood the **Concern Code of Conduct and its associated policies** and agree to abide by their requirements, and commit to upholding the standards of conduct required to support Concern's core values and mission.

I understand that failure to comply with any principles of the Concern Code of Conduct **or its associated policies** may result in disciplinary action up to and including dismissal and, where applicable, may result in civil or criminal proceedings against me.

Name:

Signature:

Date:

Organisation:

Location:

¹⁷ See Concern's *Anti-Trafficking in Persons Policy – March 2018*.

¹⁸ Those employed by international staff to work in a Concern house (as cook, housekeeper, gardener, etc.), or who work for the international staff member or his/her accompanying dependants (as translator, driver, teacher, etc.), are also covered by this Code, despite the fact that they are not Concern staff. Concern staff are responsible for informing anyone they employ about the content of the Concern Code of Conduct and its associated policies.



Programme Participant Protection Policy

March 2018

1. *Introduction*

Concern is aware that the goods and services provided through our relief and development programmes can create an imbalance of power between those who are employed or engaged by Concern and other programme participants. We acknowledge that there is potential for this power imbalance to be exploited by Concern staff to acquire bribes, payments, gifts, and/or sexual favours. This policy has been developed to ensure the maximum protection of programme participants, especially beneficiaries, from abuse and exploitation, and to clarify the responsibilities of the staff of Concern and its partner organisations, and anyone engaged by Concern or visiting our programmes, and the standards of behaviour expected of them.

A **programme participant** is any individual associated with Concern's programmes and includes:

- beneficiaries of programmes delivered by Concern or its partners
- members of the communities in which Concern and its partner organisations work
- people employed or engaged by Concern, whether national or international, full or part time, consultants, interns, contractors or volunteers, or any person actively involved in the programmes of Concern or its partner organisations
- Concern's partner organisations, their staff and anyone working on their behalf

The imbalance of power leads to an increased risk of abuse and exploitation within the humanitarian and development sector. **Concern condemns any abusive or exploitative behaviour and is committed to the protection of its programme participants, particularly the beneficiaries, as they are the most vulnerable. Anyone contracted to work with or on behalf of Concern must formally agree to adhere to this policy.**

2. *Concern's policy*

It is Concern's policy to take all reasonable steps to protect all programme participants, and particularly beneficiaries - children, women and men - from harassment and abuse perpetrated by:

- staff of Concern
- staff of Concern's partner organisations and anyone working on their behalf
- people engaged by Concern such as consultants, contractors, volunteers, interns, or any person actively involved in the Concern programme
- visitors to Concern's programmes and accompanying dependants of international staff¹

¹ In the event of an allegation of a breach of this policy by an accompanying dependant of an international staff member, the allegation will be investigated and the country programme management team, in consultation with the Regional Director and the HR Director, may take action up to and including the removal of accompanied status in relation to that individual, and the referral of the matter to the national authorities. Those employed or engaged by international staff to work in a Concern house (cook, housekeeper, gardener, etc.) or to work for the international staff member or his/her accompanying dependants (translator, driver, teacher, etc.) are also covered by and expected to adhere to this policy, despite the fact that they are not Concern staff. Concern

This policy concentrates on the prevention of abuse of all programme participants. All programme participants have the same right to freedom from abuse and exploitation. Such rights are outlined in international human rights law and in the national laws of most of the countries in which we work.²

We acknowledge that certain groups, such as children (individuals under 18 years of age) and women, are often most at risk from abuse, harassment, physical and sexual violence. We believe that children deserve particular consideration given their potential vulnerability to specific risks.³

As we work in situations that present serious and specific risks to children, we will ensure that any of our programmes which address the needs of children will be delivered in a manner that considers their safety and protection. We will ensure that programmes always take into account the situation of children, the specific protection risks and issues that they face (which may be different for boys and girls), and address these as far as possible. We will not tolerate anybody employed by or associated with Concern harming children.

3. *Scope of this policy*

Specific wording has been developed for inclusion in contracts with employees, partners, consultants and contractors and is set out in the Programme Participant Protection Policy Guidelines. The wording in the contracts confirms that the relevant individual/party has read, understood and agreed to abide by and promote the terms of the Concern Code of Conduct and its associated policies. Any finding of inappropriate behaviour by a Concern staff member or anyone working for or on behalf of Concern, will lead to disciplinary action up to and including dismissal.

Acceptance of this policy is a pre-condition of any partnership agreement, and this should be clearly stated in all partnership agreements. A partner organisation's failure to adhere to this policy may result in actions up to and including withdrawal of funding and support.

For agreements with contractors, it should be included as a pre-condition of any contract if the contractor will be in direct contact with Concern's beneficiaries as a result of their work for Concern.

Concern will make every effort to ensure that all employees, partners, consultants and relevant contractors comply with this policy. The action that will be taken by Concern in the event of a breach of this policy by an employee, partner, consultant or relevant contractors is further outlined in section 6. Concern cannot however, be held responsible for the actions of these third parties if they breach this policy, and this is reflected in the wording to be included in their contracts.

4. *Abuse of power and sexual exploitation*

Concern considers all forms of abuse of power and exploitation to be incompatible with its fundamental belief in the human dignity of all people, international legal norms and standards, and with the organisation's core values. Concern staff and anyone working with or for Concern must never engage in any form of humiliating, degrading, abusive or exploitative behaviour under any circumstances. Concern prohibits the exchange of money, employment, goods or services for sex (including sexual favours or other forms of exploitative behaviour). This explicitly includes exchange of assistance that is due to beneficiaries.

staff are responsible for informing anyone they employ about the content of the Concern Code of Conduct and its associated policies.

² See: <http://www.ohchr.org/EN/ProfessionalInterest/Pages/CoreInstruments.aspx>

³ Children have strengths, capabilities and resilience, but their age, developmental stage, dependency, status and lack of power and position in communities mean that they are more susceptible to violence, abuse and exploitation. Some groups of children, e.g. children with disabilities, may be especially vulnerable.

Concern believes that engaging in commercial sexual transactions⁴ is contrary to its core values and undermines the work and reputation of the organisation. In most cases, a transaction of this sort is the result of an unequal power dynamic and, as such, is exploitative. Such behaviour brings the organisation into disrepute, and disciplinary action - up to and including dismissal - will be taken against any staff member engaging in such transactions.

All staff and people engaged by Concern, its partner organisations and visitors to Concern programmes must respect the rights and dignity of the children, families and communities with whom we work and/or with whom we have contact, and should always act in the best interest of these children, families and communities.

Any type of sexual activity or any inappropriate behaviour which could be deemed to be sexually offensive, provocative or abusive between a Concern staff member and a child (a person under the age of 18) is prohibited regardless of local custom, or the age of majority or consent locally. Mistaken belief in the age of a child is no defence for such actions.

To be fully aware of the issues faced by Concern in relation to the protection of programme participants, it is essential for all staff to be aware of local cultural and religious practices. Concern believes that staff should carry out their work in a manner that recognises and respects local customs and culture. However, culture can never be used as an excuse or a motive for inappropriate behaviour. Concern will not accept using respect for local culture as a justification for supporting or failing to report harmful practices.

5. Partner organisations

Concern works with and through international and national partner NGOs, civil society organisations, and community-based groups, with the result that, in some of our countries of operation, there is less direct contact between our staff and the beneficiaries of our interventions. Acceptance of and compliance with this Programme Participant Protection Policy must be a pre-condition of every partnership agreement or Memorandum of Understanding (MoU).⁵ In signing an MoU, partner organisations commit to ensuring that their personnel will also adhere to this policy.

During negotiations with potential partner organisations, this policy must be used as a tool to bring up the issue of the conduct of staff and others working with or on behalf of the partner organisation to clarify the standards of behaviour that are required in the course of any partnership.

Directors of partner organisations must ensure that:

- the content of the policy is disseminated amongst their staff and those working on behalf of the organisation such as consultants, volunteers, partner organisations, etc.
- programme beneficiaries are made aware of the standards of the behaviour expected of the organisation's staff and those working on behalf of the organisation
- a complaint and response mechanism is established for beneficiaries (with the support of Concern if required)
- they take appropriate actions when the standards of this policy are not adhered to
- they establish an action plan for the implementation of the policy including necessary staff training and will report on the implementation on a regular basis (with the support of Concern if required)

This policy seeks to complement and reinforce any existing policies, codes or other instruments already developed by partner organisations. It is not intended to replace or in any way to detract from these. In the event that partner organisations do not comply with this policy, Concern reserves the right to withdraw funding and/or terminate any partnership agreements that have been entered into.

⁴ For the purpose of this Code, a 'transaction' is defined as any exchange of money, goods, services or favours with any person.

⁵ Concern's definition of partners includes local governments. While we cannot compel them to sign this policy, we should make sure that governments officials we engage with are aware of it and understand its content.

6. Preventive measures to reduce the potential for abuse

Concern staff must be aware of the power dynamics that may exist within the communities in which we are operational, and of the dynamics between Concern staff and other programme participants, in particular beneficiaries.

Abuse of power is often at the base of incidents of harassment, exploitation and inappropriate behaviour. The following are considered to be measures to reduce the potential for such abuse, and it is the responsibility of Country Directors to ensure that these measures are taken, and that they address the situation of all programme participants, including children, by:

- as far as possible, ensuring teams are gender-balanced at all functions and levels of responsibility, in both main and sub-offices
- ensuring that no individual staff member can create a situation where he or she alone is perceived to be the sole and final authority responsible for allocating benefits
- appointing a committee in each country programme to train all staff members and raise awareness of the content of the policy, and the Concern Code of Conduct among all programme participants
- making all beneficiaries aware:
 - that they are entitled to assistance and ensuring clear messaging in relation to: beneficiary selection criteria; the quantity and variety of items that they should receive; when and how the distribution is taking place (day, time, location, method); etc.
 - that the staff of Concern and its partner organisations have a duty to deliver assistance without any demands or form of discrimination
 - that goods and services delivered cannot be withheld or withdrawn by staff members or those working on behalf of Concern or its partner organisations
 - that it is unacceptable for the staff or those working on behalf of Concern or its partner organisations to solicit or accept bribes, rewards, gifts, or sexual favours from a beneficiary
 - of the standards of behaviour expected of staff and those working on behalf of Concern and its partners
 - of the channels that they can use to raise complaints about the failure of the staff of Concern or its partners to adhere to these standards

Particular consideration needs to be given to ensuring the accessibility of this information. This may require its translation into different languages, the use of picture based information, or ensuring that children can understand the language being used.

It is the responsibility of all senior managers at field and head office levels to ensure that all Concern staff, personnel from partner agencies, consultants, contractors, beneficiaries and visitors to Concern programmes are informed about and agree to adhere to the requirements of this policy.

If acts have been committed in relation to our programme participants which are criminal, infringe on individual's rights, or contravene the principles contained in this document, **the organisation will take immediate action appropriate to the circumstances and will address the support needs of those involved in the case.** This may mean for:

Staff or those working for or on behalf of Concern	disciplinary action up to and including dismissal
Volunteers	action up to and including termination of appointment
Staff of partner organisations, or those working for or on behalf of these organisations	action up to and including the withdrawal of funding or support and/or the termination of partnership agreements
Contractors/Consultants	termination of contract
Visitors to Concern	appropriate action up to and including suspension of support for the visit

Any action taken will be in accordance with Concern's policies and procedures and informed by national laws. Depending on the nature and circumstances of the case, Concern will involve the appropriate

authorities, including the Charity Commissioners, to ensure the protection of all programme participants and the transparency of our safeguarding processes.

It should be made clear to all existing and potential partners that Concern may be unable to continue the partnership if – after proper investigation - we develop serious doubts about:

- the ability or willingness of the partner organisation to uphold this policy
- the behaviour of any individual working on behalf of the partner organisation or associated with it - if this behaviour contravenes this policy and if appropriate action is not taken by the partner organisation to address it

7. *Relationships with beneficiaries*

Those working for and on behalf of Concern and its partner organisations have potentially greater access to goods, services and power than members of the communities in which we operate. This greater access could be used to pressure or exploit beneficiaries or other programme participants.

Power imbalances increase the opportunities for beneficiaries to be placed in exploitative positions. For this reason Concern believes that sexual relationships between Concern staff and beneficiaries are inappropriate as they may undermine the credibility and integrity of our work. However, we recognise that Concern staff are often members of the communities in which we operate, and therefore may develop relationships in those communities. To ensure that beneficiaries are protected, and to protect Concern staff and the organisation from allegations of biased and more favourable treatment being given to some members of the community, Concern staff must make any such relationship known immediately to the senior manager in the programme area.

8. *Duty to report*

Any known or suspected instance of abuse, exploitation, or harassment of programme participants must always be brought to the attention of the line manager, or a senior manager, or the Human Resources department, or the focal points elected in the countries to receive such complaints. In the event that staff members have concerns related to the behaviour of the Country Director, they may raise these concerns directly with the Human Resources Directorate in Dublin or with their Regional Director.

The reporting of a concern may result in an investigation being conducted. Such investigations must be confidential, thorough and prompt. They may reduce the level of concern or lead to the realisation that further action is appropriate. People reporting possible violations and/or involved in such investigations – including the subject of the complaint - must be protected against any form of intimidation, threats, reprisal or retaliation resulting from their investigation of the alleged incident. If any member of staff is found intimidating or retaliating against a person making a complaint or conducting or assisting in an investigation, disciplinary action - up to and including dismissal - will be imposed. All information related to the case will be held in the strictest confidence, and disclosed only on a need-to-know basis to the relevant stakeholders to resolve the matter.

Any intentionally false, malicious or vexatious statement, misrepresentation or accusation against another staff member or third party will be considered gross misconduct and will result in disciplinary action - up to and including dismissal.

Any concerns about breaches of these standards of behaviour must be handled with the utmost confidentiality, recorded, and the record held in a secure location with the Country Director or the Human Resources Directorate in Dublin.

In the event of an allegation that involves a criminal offence, the member of staff (the subject of complaint) should be informed that, in addition to disciplinary action, the investigation may be reported to the appropriate authorities for further investigation.

We may also have to give non-identifying information about any such incidents to our donors and the Charity Commissioners to meet our legal or contractual requirements to them.

9. *Review*

The implementation of this policy will be monitored through a range of instruments such as programme, country and sector evaluations. The Country Director is responsible for ensuring that the policy is translated into the local language, training on the policy is taking place, and that a complaints and response mechanism is appropriately developed, implemented and monitored. Feedback on progress towards the implementation of this policy must be included in the annual priorities and reports of all country programmes.

Concern recognises that both internal and external environments change. Such change may have a bearing on the scope and content of this policy. Consequently, it will be reviewed periodically. The review process will be consultative and participatory in nature. The responsibility for initiating the policy review process rests with Concern's Senior Management Team in Dublin. Any changes to the policy that affect its underpinning principles or purpose will be submitted to the Board in Dublin for review and approval.