

SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of child abuse, maltreatment or poor safeguarding practice. A child is anyone under the age of 18, and all children have an equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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

2. What is Child Abuse?

Child abuse consists of anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood.

This policy covers all forms of child abuse. Save the Children recognises five categories of child abuse, which are sexual abuse, physical abuse, emotional abuse, neglect and exploitation. Other sub-categories may be adopted from time to time. The policy also covers any poor safeguarding practice, which results in or creates a risk of child abuse or harm.

Definitions of Child Abuse:

Sexual Abuse	Sexual abuse is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.
Physical	Physical abuse is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/ or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.
Emotional	Emotional abuse involves doing harm to a child's emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child

Neglect	(1) Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter. Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.
Exploitation	Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity; (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.
Child Labour	Child Labour is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that: • is mentally, physically, socially or morally dangerous and harmful to children; and • interferes with their schooling by: • depriving them of the opportunity to attend school; • obliging them to leave school prematurely; or • requiring them to attempt to combine school attendance with excessively long and heavy work. If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any partner, supplier, contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work. For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home. Child labour may also be a form of child slavery. Child slavery is the transfer of a young person (under 18) to another person so that the young person can be exploited.

Zero Tolerance	• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
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Child abuse and exploitation is a violation of fundamental child and human rights. It may also be a criminal act. Save the Children has a zero-tolerance approach when it comes taking action to protecting children from all forms of exploitation and abuse. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure child exploitation and abuse is not taking place anywhere in our own business or in any of our supply chains or partnerships.

Save the Children is also committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any child safeguarding violations throughout our supply chains, and relationships with third parties, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- United Nations Convention on the Rights of the Child (UNCRC);
- UN Secretary General's Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
- UK Modern Slavery Act 2015;
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

3. Our approach to preventing the abuse and exploitation of children

Save the Children is committed to preventing child abuse and exploitation, including through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect children from any form of abuse and exploitation in their private and working lives.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of child abuse and exploitation, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of child abuse or exploitation

Responding: Ensuring that immediate action is taken to identify and address reports of child abuse and exploitation, and to ensure the safety and well-being of the child/ren involved.

To help you identify incidents of child abuse, exploitation and poor safeguarding practice the following are examples of prohibited behaviour and practice, which are not tolerated by Save the Children:

- a. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
- b. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally
- c. Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviours. This includes exchange for assistance that is due to beneficiaries and their families
- d. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
- e. Engage anyone under the age of 18 in exploitative and harmful labour
- f. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
- g. Causing the death of or seriously injuring a child due to reckless or careless driving
- h. Failing to ensure the required health and safety at construction or other sites where services are being provided and work implemented on behalf of Save the Children
- i. Failing to follow the law or required procedures and regulations which result in the death or harm of a child

4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any child sexual exploitation, sexual abuse or any other form of abuse or exploitation in their working and person lives.

- a) You must have a zero-tolerance policy on Child abuse and exploitation and take all measures available to you to prevent and respond to actual, attempted or threatened forms of child abuse and exploitation involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- b) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual child abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- c) You must **immediately report** any suspicion of child abuse or exploitation occurring in SCI, your organisation or the organisations you work with, that arises during the performance of the terms of this agreement with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- d) When you or any staff working for Save the Children under your control suspect or become aware of a child safeguarding concern in relation to work for Save the Children, you are obliged to:-
 - o act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the Country Office Supply Chain lead, Child Safeguarding Focal Point, Save the Children Country Director / Regional Director or report to **childsafeguarding@savethechildren.org**)
 - o keep any information confidential between you and the person you report this to.
- e) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

SAVE THE CHILDREN'S FRAUD, BRIBERY AND CORRUPTION POLICY AND PROCEDURE

Our values and principles

Save the Children has a “zero tolerance” policy towards fraud, bribery and corrupt practices (see definitions and examples below).

All Save the Children employees, partners and vendors have a duty to protect the assets of Save the Children and to comply with relevant laws (including the UK Bribery Act 2010). Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a dishonest manner while carrying out Save the Children's work.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must at all times be observed, so that SCl is compliant with all applicable laws and regulations. Attempted fraud, bribery and corruption is as serious as the actual acts and will be treated in the same way under this policy.

What we do

Save the Children is committed to preventing acts of fraud, bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of fraud, bribery and corruption, and are able to identify different types of fraud, bribery & corruption schemes when they occur

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of fraud, bribery and corruption.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of fraud, bribery and corruption, and that any suspicion of fraud, bribery or corruption is immediately reported

Responding: Ensuring that appropriate action is taken to investigate suspicions of fraud, bribery & corruption, and to support and protect SCl assets and resources. SCl is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of fraud, bribery, or corruption with respect to relevant individuals (including those who have committed fraud and/or anyone who knew of such fraud but failed to act). SCl will take steps following any incidents of fraud, bribery, or corruption to review controls and protocols to identify and address any gaps or weaknesses.

Definitions and examples of fraud, bribery and corruption

To help you identify cases of fraud, bribery and corruption, some examples have been set out below, however this list is not exhaustive. If in doubt, contact your Save the Children representative or email scifraud@savethechildren.org:

Fraud: An act of deception intended for personal gain to obtain an advantage, avoid an obligation or to cause loss to another party even if no such gain or loss is in fact caused. For the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the intention of permanently depriving them of it.

- a) embezzlement: improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
- b) collusion: improperly colluding with others to circumvent, undermine, or ignore our rules, policies, or guidance (e.g. fixing the amounts of a tender in order to bring it below a certain threshold);
- c) abuse of a position of trust: improperly using one's position within Save the Children for personal benefit (e.g. accessing confidential material or passing confidential information) or with the intention of gaining from, unfairly influencing or depriving the organisation of resources, money and/or assets;
- d) nepotism or patronage: improperly using employment to favour or materially benefit friends, relatives, or other associates, or where someone requests that a Save the Children employee offer employment or some other advantage to a friend or relative (e.g. awarding contracts, jobs, or other material advantages);
- e) false accounting: deliberately entering false or misleading information into accounts or financial records (e.g. entering false refunds or voids through the till in a retail shop);
- f) false invoicing: knowingly creating or using invoices that are false in any way;
- g) expenses fraud: dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;
- h) payroll fraud: dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating 'ghost' employees or by increasing an individual's salary);
- i) tax or duty evasion: knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;
- j) forgery: dishonestly creating or altering documents to make any information in the document incorrect or misleading often with the effect of depriving the organisation of resources, money and/or assets;
- k) brand fraud: dishonestly using Save the Children's name, branding or documentation for personal or private gain;
- l) obstructing proper process: threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;
- m) failing to disclose information: not providing accurate and complete information relevant to your position which will adversely impact your ability to perform your role; for example, failure to disclose a '**conflict of interest**'

Bribery: Offering, promising, giving, soliciting or accepting any financial or other advantage (e.g. money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value), to induce the recipient or any other person to act improperly (illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust.) in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage. The outcome or reward for which the bribe is offered or given never actually has to occur for it to be a bribe; the promise of such an outcome/reward is sufficient.

- a) paying or offering a bribe: give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- b) receiving or requesting a bribe: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;
- c) receiving improper benefits: give or accept a gift or provide any hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence SCI's decision-making;
- d) receiving a 'kickback': improperly receiving a share of funds or a commission from a supplier as a result

of involvement in a bid, tender or procurement exercise.

Corruption: The abuse of entrusted power or position for private gain. It relates to dishonestly accepting, obtaining or attempting to obtain a gift or consideration as an inducement or reward for acting, or omitting to act.

- a) facilitation payments: typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are an inherent risk in Fragile and Conflict affected states and constitute a form of diversion of aid from reaching those intended and potential sources of criminal and or terrorist financing.
- b) improperly seeking to influence a public official: to obtain or retain a business or other advantage either directly, or through a third party by offering, promising or giving a financial or other advantage that is not legitimately due to the official or another person at the official's request or with his/her assent or agreement.

Conflict of interest: A conflict of interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our work. Conflicts may be of a personal, financial or political nature. A conflict of interest would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

What is expected of you?

- f) You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
- g) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
- h) You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the
- i) When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
 - o act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at scifraud@savethechildren.org)
 - o keep any information confidential between you and the person you report this to.
- j) You must immediately declare any actual or perceived conflict of interest between any personal, private interest and save the Children's work.

- k) You will cooperate with Save the Children in any investigations, and to enable Save the Children to keep our donors and members fully informed and promptly updated on any suspicion of fraud relating to their funds.

If you want to know more about the Fraud, Bribery and Corruption Policy then please contact your Save the Children representative.

SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

1. Our values and principles

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

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

2. What is human trafficking and modern slavery?

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

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

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

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

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

3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

4. The commitment we expect from you

We expect the same high standards from all of our contractors, suppliers and other partners, and that all third parties working with or for SCI take measures to ensure that modern slavery and human trafficking are not present within their organisations and supply chains.

All those who work for us or on our behalf (including all partners, suppliers, consultants and others to whom this policy applies) should make their staff and others who they work with aware that they should report any concerns or suspicions of modern slavery within SCI, their organisation, or the organisations that they work with to their SCI contact point, or an SCI Country or Regional Director.

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

SAVE THE CHILDREN'S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY

1. Our values and principles

This policy is concerned with the Protection from Sexual Exploitation and Abuse (PSEA) of adults (anyone over the age of 18). This includes direct or indirect beneficiaries of our programming, adults in the wider communities in which we work and those who come into contact with Save the Children or our representatives.

Save the Children has a "Zero Tolerance" approach to Sexual Exploitation and Abuse and does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of sexual abuse or exploitation against vulnerable or other adults associated with its work. All adults have the equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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

2. What is Sexual Exploitation and Abuse?

Sexual Exploitation and Abuse refers to all forms of inappropriate conduct of a sexual nature. This includes, but is not limited to:

- Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour;
- Sexual sexual activity with commercial sex workers in countries where SCI is delivering programming whether or not prostitution is legal in the host country; and
- Use of a child or adult to procure sex for others.

Definitions of Sexual Exploitation and Abuse (SEA):

Sexual Abuse	The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
Sexual Exploitation	Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.
Sexual favours	Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography and so on.
Grooming	The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of manipulating these relationships into sexualised dynamics in the future

Zero Tolerance	• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
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Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any safeguarding violations against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

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

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

3. Our approach to preventing the abuse and exploitation of adults

Save the Children is committed to preventing the sexual exploitation and abuse of adults, including through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect adults from any form of sexual abuse and exploitation in their private and working lives.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of sexual exploitation and abuse, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of sexual exploitation or abuse of adults in vulnerable populations where we work.

Responding: Ensuring that immediate action is taken to identify and address reports of sexual exploitation and abuse and ensure the safety and well-being of the person being sexually exploited or abused.

To help you identify SEA incidents the following are examples of prohibited behaviour:

- g. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
- h. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
- i. Sexual assault.
- j. Forcing sex or someone to have sex with anyone.
- k. Forcing a person to engage in prostitution or production of pornography.
- l. Unwanted touching of a sexual nature.

4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any sexual exploitation and abuse in their working and person lives.

- l) You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- m) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- n) You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- o) When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
 - o Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
 - o Keep any information confidential between you and the person you report this to.
- p) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

SAVE THE CHILDREN'S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY

1. Our values and principles

Save the Children's Anti-harassment, Intimidation and Bullying Policy expresses our commitment to maintain a workplace that is free of harassment, so that all those who work for SCI can feel safe and happy. We will not tolerate anyone harassing, intimidating, or bullying others in the workplace. We also prohibit wilful discrimination based on sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability and other aspects of identity. Save the Children expects the same standards to be applied by partners, contractors and supplier and all third parties associated with our work.

Save the Children takes a zero tolerance approach to any form of Harassment, Sexual Harassment, Intimidation and Bullying (as those terms are defined in this policy) in and outside of the workplace, including sexual exploitation and abuse and any conduct that is discriminatory or disrespectful toward others. This includes on SCI premises, in the communities in which we work or elsewhere, and whether during or outside of working hours.

All adults have the equal right to protection regardless of any personal characteristic, including their sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability. SCI does not tolerate any action that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment.

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

2. What is Harassment, Intimidation and Bullying?

Definitions of Harassment, Intimidation and Bullying

Word/Term	Definition
<i>Harassment</i>	Harassment consists of unwanted conduct, whether verbal, physical or visual, which is related to a person's sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.
<i>Sexual Harassment</i>	Sexual Harassment consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.

	Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following: (a) unwanted physical contact, ranging from touching to sexual assault and rape; (b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation; (c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects; d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or (e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours.
<i>Intimidation</i>	Intimidation is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.
<i>Bullying</i>	Bullying is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: (i) makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and (ii) a reasonable observer would identify as amounting to bullying behaviour.
<i>Sexual Exploitation</i>	Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.

<i>Sexual Abuse</i>	The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
<i>Discriminatory and disrespectful behaviour</i>	Other forms of harassment [that] may relate to a person's gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both.
Zero Tolerance	• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any form of harassment, intimidation and bullying against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including all relevant UK laws related to protection from harassment, intimidation, bullying, and applicable laws in the countries where SCI operates

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

3. Our approach to anti-harassment, intimidation and bullying

Save the Children is committed to preventing all forms of harassment, intimidation and bullying through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to prevent any form of harassment, intimidation and bullying in the workplace.

Prevention: Promoting a safe and healthy working environment by applying all relevant policies and mechanisms to ensure that staff and those who work with Save the Children understand and minimise the risks of any form of harassment, intimidation and bullying.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of any form of harassment, intimidation and bullying in the workplace.

Responding: Ensuring that immediate action is taken to identify and address reports of any form of harassment, intimidation and bullying in the workplace and ensure the safety and well-being of the survivor/victim.

4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to provide a safe and healthy working environment including protection from bullying and harassment at work.

You must have a zero-tolerance policy on any form of harassment, intimidation and bullying in the workplace and take all measures available to you to prevent and respond to any actual, attempted or threatened harassment, intimidation and bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.

- a) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, harassment, intimidation or bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- b) You must **immediately report** any suspicion or incident of harassment, intimidation or bullying occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- c) When you or any staff working for Save the Children under your control suspect or become aware of a harassment, intimidation or bullying concern in relation to work for Save the Children, you are obliged to:-
 - o Act quickly and immediately report suspicions or knowledge of any harassment, intimidation or bullying concern or incident to a relevant contact at Save the Children (which could include the Save the Children Country Director / Regional Director).
 - o Keep any information confidential between you and the person you report this to.
- d) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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



CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental Standards:

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

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

Business Behaviour:

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

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

Qualifications to the statement

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

Disclaimer

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



TERMS AND CONDITIONS OF PURCHASE

I Definitions and Interpretation

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

2 Quality and Defects

- 2.1 The Goods and the Services shall, as appropriate:
 - a) correspond with their description in the Order and any applicable specification;
 - b) comply with all applicable statutory and regulatory requirements;
 - c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
 - d) be free from defects in design, material, workmanship and installation; and
 - e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
- 2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Compliance and Ethical Standards

- 3.1 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:
 - (a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
 - (b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;
 - (c) sexual harassment, harassment, intimidation or bullying of the Customer's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.
- 3.2 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the Supplier Sustainability Policy annexed to this Agreement (the "**Supplier Sustainability Policy**") which includes the following Customer policies: (i) Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA); (ii) Anti-Harassment, Intimidation and Bullying policy;

(iii) Fraud, Bribery and Corruption; and (iv) Human Trafficking and Modern Slavery (the Supplier Sustainability Policy and the policies listed under Clause 3.2(b)(i) to (iv) together, the "**Mandatory Policies**").

- 3.3 The Supplier, its suppliers and sub-contractors shall not in any way (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly in terrorism (b) be involved in the manufacture or sale of arms (c) have any business relations with governments for any war related purpose; or (d) transport the Goods/Services together with any military equipment.
- 3.4 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.5 The Supplier shall comply with all applicable sanctions, export control, embargo, or similar laws and regulations, including without limit those of the EU, the UK, the US and the UN ("Sanctions and Export Control Laws") and shall maintain policies and procedures designed to ensure continued compliance with the same. In particular, the Supplier will not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is targeted by any Sanctions and Export Control Laws, and shall not do anything which would cause the Customer to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws). The Supplier shall require all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors to comply with this Condition. In particular, the Supplier shall obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents at the relevant delivery address), and shall further inform the Customer where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer to apply for or obtain any further licences, authorisations or permissions.
- 3.6 In relation to Condition 3.5, the Supplier must ensure that it provides to the Customer the names and dates

of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent. The Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.

- 3.7 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.8 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
- 3.9 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer's request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 3.10 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of verifying compliance with the requirements of Condition 3. The Supplier shall ensure that, it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person's consent.

4 Delivery / Performance

- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Agreement, and in either case during the Customer's usual business hours, except where otherwise agreed in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to

the Customer or its agents at the address specified in the Agreement.

- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Agreement, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

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

6 Price and Payment

- 6.1 Payment will be made as set out in the Agreement and the Customer shall be entitled to off-set against the price set out in the Agreement all sums owed to the Customer by the Supplier.
- 6.2 All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer's request. For the avoidance of doubt, correct invoices shall be payable within 45 days of receipt by the Customer.

7 Termination

- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:
 - a) the Supplier becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) the Supplier is in material breach of its obligations under the Contract or is in breach of its obligations

and fails to remedy such breach within 14 days of written request from the Customer; or

- c) the Customer reasonably believes that the Supplier has breached (or if any of the Supplier's directors, officers, employees, affiliates, agents, suppliers and subcontractors) any Sanctions and Export Control Laws or has become directly or indirectly targeted under the same, or that continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws.

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- b) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
- c) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
- d) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
- e) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
- f) information provided to the Customer are, and remain, complete and accurate in all material respects.

9 Force majeure

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

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

10 General

10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

10.5 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

10.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

11 Personal Data

11.1 In addition to its obligations of confidentiality, the Supplier, as the entity or person which processes personal data on behalf of the controller (the "**Processor**"), shall ensure that in relation to any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation ("**Personal Data**");

(a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as the entity or person which determines the purposes and means of the processing of personal data, the "**Controller**") and only to the extent necessary for the purposes set out in this Contract;

(b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;

(c) the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

(d) the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and

(e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.

- 11.2 Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so only with the consent of SCI and by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws.
- 11.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.
- 11.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.
- 11.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data of relating to the processing of Personal Data by the Supplier.
- 11.6 The Supplier shall not export the Personal Data outside the country in which the Customer is located.
- 11.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Contract is not sufficient, the Parties shall amend the Contract as necessary to comply with all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time ("**Applicable Laws**").

SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY

PART 1 - INTRODUCTION

SAVE THE CHILDREN'S VALUES: Save the Children's vision is a "world in which every child attains the right to survival, protection, development and participation". Our values are *creativity, accountability, integrity, collaboration and ambition*. These serve as overarching values to which suppliers of goods and services to Save the Children are expected to adhere.

REFERENCE: International Standards, Conventions and Principles such as the *UN Declaration on Human Rights* and other core Human Rights Treaties, including the *UN Convention on the Rights of the Child* and the *International Labour Standards on Child Labour & Forced Labour* (namely 138 and 182) are the foundations on which much of this Policy is based. Therefore, it is Save the Children's expectation that any supplier will adhere to these principles.

INTERPRETATION: The [Global Compact](https://www.unglobalcompact.org/what-is-gc)¹ ("Compact") is a voluntary corporate citizenship community that sets the universal social and environmental principles, to meet the challenges of globalisation (a key foundation for the Compact is the *Guiding Principles on Business and Human Rights*). Save the Children encourages all suppliers to participate in the Compact. This policy addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption, and interpretation of this Policy should be undertaken in a manner consistent with the Compact.

PART 2 - SCOPE OF APPLICATION

- The provisions of this Policy set forth Save the Children's expectations for suppliers that are registered with Save the Children, or with whom it does business.
- Save the Children expects that these standards apply to, and will be communicated to, suppliers' employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
- Suppliers will be required to sign a declaration of compliance in all bid submissions and supply contracts.
Save the Children's aim is to guide its suppliers over the long term to meet these standards. Those who will not be able to demonstrate their goodwill, may see their supply relationship called into question.

PART 3 - CONTINUOUS IMPROVEMENT

- The provisions set forth in this Policy provide the minimum standards expected of suppliers.
- In addition, Save the Children expects suppliers to strive to exceed international and industry best practices and to ensure that their own suppliers and subcontractors aim to do the same.
- Save the Children recognises that reaching some of the standards established in this Policy is a dynamic rather than a static process and encourages suppliers to continually improve their operations accordingly.

PART 4 - MANAGEMENT, MONITORING AND EVALUATION

- Suppliers are required, as a minimum, to comply with compulsory standards in this Policy ("must" provisions), and to set clear goals and work-plans to achieve the other standards ("should" provisions).
- This may require active monitoring of its own operations through establishing appropriate management systems to track progress and compliance.

¹ <https://www.unglobalcompact.org/what-is-gc>

PART 5 – KEY PRINCIPLES AND SUPPLIER STANDARDS

- Suppliers must follow all local and international laws at all times. Where the standards of this Policy exceed any laws / regulations, the Supplier is expected to strive to adhere to these higher standards in addition to the relevant laws.
- If you become aware of any instances where the requirements of this Policy are not being met (e.g. safeguarding breach, fraudulent behaviour) please notify Save the Children immediately (contact details in [Part 6](#)).
- For further information on each of the Supplier Standards below, please refer to these Mandatory Supplier Policies:
 - [Human Trafficking & Modern Slavery Policy](#)
 - [Protection from Sexual Exploitation & Abuse Policy](#)
 - [Anti-Harassment, Intimidation & Bullying Policy](#)
 - [Fraud, Bribery & Corruption Policy & Procedure](#)
 - [Child Safeguarding Policy](#)

I - KEY PRINCIPLES

I.1	Obey all applicable international and local laws, legislation, and regulations	
I.2	Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working	<i>All Standards</i>
I.3	Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff	
I.4	Employ staff of an appropriate age	
I.5	Pay all staff fairly and reasonably	Standard 2 - Labour
I.6	Employ staff on a voluntary basis, with freely agreed documented terms of employment	
I.7	Be a responsible employer, treat staff fairly and protect their health and safety	
I.8	Ensure that workers and employees have a voice and are given the freedom of association	
I.9	Grant staff the rights afforded under national and international Human Rights acts	Standard 3 – Human Rights
I.10	Ensure all staff are treated with dignity and respect	
I.11	Minimise environmental impact (including waste, energy, emissions and water) as much as possible	Standard 4 - Environment
I.12	Adhere to the highest standards of moral and ethical conduct	Standard 5 – Ethical Conduct
I.13	Adopt a zero-tolerance approach towards fraud, bribery and corruption	
I.14	Adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these	
I.15	Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct	Standard 6 – Safeguarding
I.16	Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person's socio-economic status, gender, age, disability, ethnic and tribal identity, faith or religious affiliation, and/or sexual orientation (Applies to during and out of working hours)	
I.17	Protect and promote the land rights of communities, including indigenous people	Standard 7 = Community

SUPPLIER STANDARD 2 - LABOUR

2.1 MINIMUM WORKING AGE

- 2.1.1 **Must** adopt the highest applicable standard for working age based on the ILO Conventions and the laws of the country(s) where the contract is implemented (i.e. whichever age is the highest).

2.2 FORCED / COMPULSORY LABOUR

- 2.2.1 **Must** prohibit forced or compulsory labour / modern slavery in all forms.

2.3 MODERN SLAVERY AND HUMAN TRAFFICKING

- 2.3.1 **Must** not participate in, or support, Human Trafficking or Modern Slavery.
- 2.3.2 **Must** not subject any people to exploitative or harmful labour.

2.4 CHILD LABOUR²

- 2.4.1 **Must** ensure that work opportunities provided to children of working age are decent.
- 2.4.2 **Must** not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.
- 2.4.3 *Should* work towards the effective elimination of child labour through your and your suppliers' supply chains including identifying and supporting children and families where children are at risk of child labour, through a do no harm approach and through taking the best interest of the child into account.

2.5 DISCRIMINATION

- 2.5.1 **Must** not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, age, gender, religion, sexuality, disability, civil partnership or marriage, pregnancy, maternity etc.

2.6 HARASSMENT, INTIMIDATION AND BULLYING

- 2.6.1 **Must** ensure no staff are subject to harassment (sexual, verbal, physical, mental or visual), coercive behaviour, intimidation or bullying. This also includes behaviour directed towards Save the Children staff.
- 2.6.2 **Must** ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

2.7 WAGES AND WORKING HOURS

- 2.7.1 **Must** ensure workers are provided with a fair living wage³.
- 2.7.2 **Must** not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.
- 2.7.3 *Should* ensure workers are not required to work more than the regular and overtime hours allowed by the laws of the country where the workers are employed.
- 2.7.4 *Should* use employment contracts for all staff to provide security.
- 2.7.5 *Should* ensure your suppliers and subcontractors are paid fairly and on time as committed.

2.8 HEALTH AND SAFETY

- 2.8.1 **Must** ensure all applicable Occupational Health and Safety laws are adhered to.
- 2.8.2 **Must** ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.
- 2.8.3 **Must** ensure adequate hygiene, health and safety measures are in place, and necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or of adverse effects on health.

² According to the ILO, Child Labour refers to work that deprives children of their childhood, their potential and their dignity. Child Labour also refers to work that is harmful to their physical and/or mental development.

³ A fair living wage is a total compensation package that meets, or exceeds, the legal minimum standards or the prevailing industry standards, whichever is higher. This will include:

- Wages: paid in full and directly to the staff concerned, at regular intervals no longer than one month
- Other benefits: including and not limited to, paid leave, parental leave, social protection, sick pay, overtime pay etc.

SUPPLIER STANDARD 3 – HUMAN RIGHTS

3.1 HUMAN RIGHTS

- 3.1.1 **Must** not be complicit in any Human Rights abuses or violations.
- 3.1.2 **Must** ensure all staff are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.

SUPPLIER STANDARD 4 - ENVIRONMENT

Suppliers should reduce their negative environmental impact by adhering to the following standards⁴ :

4.1 ENVIRONMENTAL

- 4.1.1 **Must**, at all times, comply with existing environmental legislation and regulations.

4.2 IMPACT

- 4.2.1 *Should* develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier's / supply chains in the goals.
- 4.2.2 *Should* measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).

4.3 WASTE

- 4.3.1 *Should* adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations (this includes procurement, production / manufacturing, packaging, and transportation).
- 4.3.2 *Should* avoid using materials that are dependent on finite resources, instead use materials of sustainable origin.
- 4.3.3 *Should* review processes, operations and supply chains to maximise efficiency and reduce waste (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).

4.4 ENERGY AND EMISSIONS

- 4.4.1 *Should* adopt a work culture and practices that reduce emissions (e.g. CO₂, N₂O, Hydrocarbons etc.) in the lifecycle of your products and operations.
- 4.4.2 *Should* have a clear understanding of your carbon footprint and a plan to reduce it.
- 4.4.3 *Should* use alternative / green energy sources (e.g. solar power).

4.5 WATER

- 4.5.1 *Should* minimise water usage / wastage and adopt water-saving technologies where possible.

SUPPLIER STANDARD 5 – ETHICAL CONDUCT

5.1 CORRUPTION

- 5.1.1 **Must** not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.
- 5.1.2 **Must** not attempt to improperly influence any Save the Children procurement process.

5.2 CONFLICT OF INTERESTS (incl. Post-Employment Restrictions)

- 5.2.1 **Must** disclose any actual, perceived, or potential Conflict of Interests. This may include a Save the Children employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.

⁴ When this is not practical/possible, set a plan/ambition to achieve these standards in the future

- 5.2.2 **Must** notify Save the Children if employment is given to any ex Save the Children staff members within 12 months of them ending their employment with Save the Children.

5.3 GIFTS AND HOSPITALITY

- 5.3.1 **Must** not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a Save the Children employee⁵.

5.1 SANCTIONS, AID DIVERSION AND EXPORT CONTROLS

- 5.1.1 **Must** comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to restrictions), and obtain any necessary licenses.
- 5.1.2 **Must** provide to Save the Children the names and dates of birth of key staff, to enable vetting.

SUPPLIER STANDARD 6 - SAFEGUARDING

6.1 CHILD⁶ AND ADULT SAFEGUARDING

- 6.1.1 **Must** comply with all relevant laws and regulations including 'United Nations Convention on the Rights of the Child', 'International Labour Standards on Child Labour & Forced Labour' etc.
- 6.1.2 **Must** complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.
- 6.1.3 *Should* ensure staff are aware of the Safeguarding Policy⁷ and participate in Safeguarding trainings provided by Save the Children when offered.
- 6.1.4 **Must** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

6.2 EXPLOITATION, ABUSE AND HARM

- 6.2.1 **Must** ensure no staff is left alone with a child in the course of them delivering goods / services to Save the Children.
- 6.2.2 **Must** ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.
- 6.2.3 **Must** note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.
- 6.2.4 **Must** not physically, sexually or emotionally harm, or threaten to harm any child or adult.
- 6.2.5 **Must** not engage in physical abuse, sexual abuse or harmful behaviour towards anyone.
- 6.2.6 **Must** not engage in any form of coercive behaviour including physical and / or humiliating punishment.
- 6.2.7 **Must** not exchange money, employment or other items or promises of value for any sexual activity that is exploitative.
- 6.2.8 **Must** ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

SUPPLIER STANDARD 7 – COMMUNITY IMPACT

7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS

- 7.1.1 *Should* act in a way that positively impacts local communities, improves their livelihoods and uplifts the local economy.
- 7.1.2 *Should*, where possible, proactively engage and employ locally based suppliers.
- 7.1.3 *Should*, where possible, procure goods / materials that are sourced and manufactured locally.

⁵ Save the Children employees do not accept any type of gift or any offer of hospitality.

⁶ Child abuse consists of any act, or omission, which directly or indirectly harms children (any person under the age of 18 years old) or damages their prospect of a safe and healthy development into adulthood.

⁷ [Child Safeguarding Policy](#)

- 7.1.4 *Should*, where possible, employ staff from local communities.
- 7.1.5 *Should* proactively strengthen local suppliers through technical / operational / management training or support.
- 7.1.6 *Should* respect the rights and title to property / land of the individual, indigenous people and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

7.2 INDIGENOUS PEOPLE

- 7.2.1 *Should* respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.
- 7.2.2 *Should* avoid activity that may have an adverse impact on the indigenous population.

7.3 CULTURAL HERITAGE

- 7.3.1 *Should* recognise and respect the importance of physical and non-physical cultural heritage in the community.

PART 6 – WHISTLEBLOWING / CONTACT US

- Save the Children commits to fair and transparent processes. Concerns should be submitted using the email addresses listed below. All issues will be reviewed and investigated discretely and appropriately.
 - Safeguarding: safeguarding@savethechildren.org
 - Whistleblowing: whistleblowing@savethechildren.org
 - Fraud: scifraud@savethechildren.org
 - Procurement Process / General: procurement@savethechildren.org

SCI POLICY: SAFEGUARDING

Functional Area:	Risk and Ethics (Strategy)
Author (Name + Position):	Catherine Bedford, Head of Safeguarding and Ethical Programming and Advocacy
Owner (Name + Position):	Carly McCusker, Global Director, Safeguarding and Ethical Programming and Advocacy Veesh Sharma, Chief Risk and Ethics Officer
Approved by:	Senior Leadership Team
Date of Approval:	06 November 2025
Date for Review:	05 November 2027
Languages (inc. hyperlinks):	Arabic French Spanish
Applicable to:	All SCI Representatives¹ . This policy applies 24 hours a day, 7 days a week, in both private and professional lives.

SECTION 1: PURPOSE

As of October 2025, this Policy consolidates and replaces the following three SCI Policies:

Child Safeguarding Policy	Protection from Sexual Exploitation, Abuse and Harassment (PSEAH) Policy	Modern Slavery and Human Trafficking Policy
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Content note: this Policy discusses abuse, exploitation, neglect and harm, including sexual violence. Please look after your own wellbeing. If you would like to talk to anyone please contact SCI Employee Assistance Program (EAP) [here](#) or speak with someone in the Safeguarding and Ethical Programming and Advocacy team.

Effective safeguarding relies on our shared commitment to protect children and communities from **abuse, exploitation, neglect and harm arising from our activities**. Save the Children International (SCI) does not tolerate abuse, exploitation, neglect, harm or modern slavery by any of its Representatives; and is committed to ensuring that Representatives working in and with a community will not introduce any new risks to children or adults that we interact with or amplify existing risks to that community by virtue of our presence.

All concerns and allegations, including online safety concerns will be addressed in accordance with this policy.

Failure to comply with this Policy may result in:

- Immediate and long-term harm to those we are committed to protecting

¹ **Representatives** includes all employees, trustees, volunteers, interns, trainees, consultants, contractors, suppliers, partners, subsidiaries, all Save the Children Member employees deployed/seconded to or visiting SCI offices and programs and any other person or entity working for or on behalf of the organisation in any capacity.

- Representatives facing disciplinary action, up to and including termination of contracts or agreements and exclusion from any future engagement with SCI
- Legal and regulatory actions and/or penalties, and exclusion from funding opportunities; and/or
- A loss of trust in SCI and damage to reputation.

This policy does not cover:

- Sexual harassment in the workplace – this is dealt with in separate policies managed by the People & Organisation team.
- Concerns in the wider community that are not perpetrated by SCI Representatives or not linked to SCI programming activities.

SECTION 2: POLICY STATEMENT(S)

1	Effective safeguarding relies on our shared commitment to protect children and communities from all forms of abuse, exploitation, neglect and harm arising from our activities. SCI recognises that abuse, exploitation, neglect and harm can take place in both online and in-person environments and is committed to mitigating harm, and the risk of harm across all contexts where we work.
2	Children As the world's first and leading independent child rights organisation, we know that we have a unique duty to ensure the safety of children we interact with. We prioritise the best interests and welfare of children, ensuring their voices and perspectives are considered.
3	Key controls and resourcing SCI's Board oversees the mechanisms by which the Senior Leadership Team ensures that adequate mitigation measures are implemented in relation to safeguarding; and that the cost of implementing this policy is reflected in operational plans, budgets and funding proposals. The SCI/SCA Board has a designated Safeguarding Trustee to support this oversight. Our leaders are accountable for the right tone from the top on the importance of safeguarding, and in role modelling a safe organisational culture. All people managers and team leads are responsible for integrating safeguarding into their team's work plans and individual goals, as well as for monitoring safeguarding objectives. This includes: ○ providing an appropriate and effective safeguarding staffing infrastructure for SCI, including sufficient Safeguarding Focal Points with clearly defined responsibilities, ○ providing finances, information, guidance, training, learning and development at global, country and programme levels, ○ adequately assessing and mitigating safeguarding and modern slavery risks within their function related activities, ○ implementing appropriate responses to alleged breaches of this policy, and ○ promoting a culture where abuse, exploitation, neglect, harm and modern slavery are not tolerated.
4	Personal responsibility All SCI Representatives are responsible for taking all necessary and appropriate steps to prevent abuse, exploitation, neglect and harm within their areas of responsibility and in the way they conduct themselves, whether online or in person.

	All Representatives will: ○ Understand and comply with this policy, ○ Complete mandatory training related to safeguarding, ○ Not commit any act of abuse, exploitation, neglect or harm, or place anyone we interact with through our work at risk of harm, ○ Not use their power as an SCI representative to commit (or influence someone to commit) abuse, exploitation, neglect, harm or modern slavery, or risk of harm, ○ Ensure that two Save the Children employees are present during all programming and operational activities involving children and adults with whom we interact, ○ Ensure that volunteers are never alone with children or adults we interact with, ○ Understand risks in their area and implement mitigation measures relevant to their role, and ○ Report any suspected abuse, exploitation, neglect, harm or risk of harm immediately and confidentially.
5	Implementation, monitoring and review ○ The Safeguarding Policy and Procedures, and the SCI Code of Conduct and Ethics Suite, apply to all aspects of SCI's programming and advocacy. ○ SCA Risk Framework (SCARF) certainty ratings in relation to safeguarding children and adults in the communities are managed and tracked. ○ The Annual Safeguarding and Counter-Fraud Assessment and Action Plan (COSFA) is completed, managed and tracked for all countries. ○ SCI is signatory to the Misconduct Disclosure Scheme (MDS). ○ SCI complies with all data protection laws and policies when managing children's and adults' personal data. ○ Children are made aware of their right to be safe from all forms of abuse, exploitation, neglect, harm and modern slavery; and provided with information about how to report a concern to SCI. ○ Feedback is sought from children, caregivers and the communities we interact with to determine the effectiveness of our safeguarding systems. ○ Incident reporting and case management data is reviewed quarterly to determine effectiveness of reporting and response mechanisms and risks arising in SCI's programming and advocacy.
6	Prevention All people managers and team leads will ensure that strong safeguarding prevention measures, relevant to their function – including awareness raising and detection – are in place, embedded, accessible and communicated to Representatives in the language(s) and format(s) they understand. Measures are taken to prevent all forms of abuse, exploitation, neglect and harm. Core activities include: ○ Implementing Safe Recruitment practices, including for volunteers. SCI may terminate contract negotiations or refuse to engage an individual where appropriate criminal record checks (or equivalent) are not undertaken or cannot be undertaken for roles that are identified as working with or having contact with children; or where background and reference checks reveal that the applicant is not suitable to work with Save the Children or they have omitted key information, ○ Implementing Safer Partnerships approach. Safeguarding controls set out in partnership procedures and tools are consistently implemented, ○ Implementing Safe Programming practices including safety by design, fully resourced activities and contextualised risk assessments from programme design stage. Practical steps are taken to mitigate those risks and regularly review them throughout the project cycle,

	○ Establishing whistleblowing mechanisms, and ○ Complying with Save the Children's Global Content Guidelines.
7	Reporting SCI promotes a positive 'speak-up' culture, fosters compliance, and prioritises a safe and trusted environment for anyone to report safeguarding incidents and/or concerns through confidential, accessible and safe mechanisms. ○ All staff must report, in a timely manner, any suspicions and/or incidents of abuse, exploitation, neglect or harm and violations of this policy through an official SCI reporting channel. Failure to report an incident or concern is considered a breach of this policy. ○ Country teams are responsible for complying with local reporting obligations related to potential criminal offences. SCI will report criminal behaviour to relevant authorities, except if doing so creates additional harm for a victim/survivor and/or others. ○ SCI's Legal Team is accountable for reporting all relevant incidents to authorities and/or regulators in the UK including the Charity Commission and the Metropolitan Police. ○ The Case Management, Response & Investigations (CMRI) and Country teams will keep Save the Children Members fully informed and promptly updated on any suspicion of abuse, exploitation, neglect, harm or modern slavery relating to their funds. ○ CMRI and Legal teams will report all serious safeguarding incidents to the SCI/A Board and/or Audit & Risk Committee. ○ CMRI and Safeguarding & Ethical Programming and Advocacy team (SEPA) will submit an annual safeguarding report to the SCI/A Board. ○ SCI will submit an annual Modern Slavery Statement, consistent with national and international disclosure obligations, and in line with our transparent and ethical practices, requiring SCI to report on actions taken to prevent human rights abuses in our operations and supply chains.
8	Response ○ The CMRI team will investigate all breaches of this policy in a timely, effective and confidential manner. ○ SCI management will take appropriate corrective actions, including disciplinary, legal or other actions, including against those who knew of a breach of policy but failed to act. ○ All Representatives must fully comply with investigations into alleged breaches of policy. Failure to do so will constitute a breach of this policy. ○ The CMRI and Country teams will collect, process and store securely detailed and accurate records of all reported concerns, in accordance with the relevant data protection laws. ○ SCI will address any gaps identified by the investigation and build any lessons learnt into SCI's global policies, procedures and/or processes.
9	Survivor-centred approach and Trauma-Informed Practice SCI's survivor-centred approach ensures that the survivor's well-being, wishes, experiences, needs and rights are at the centre of our decisions and actions and elevates the voice of survivors. This occurs from the initial concern or report, through the case management cycle – including responding to concerns and potential incidents, investigations, and follow-up actions. Anyone who experiences abuse, exploitation, neglect, harm or modern slavery by an SCI Representative or as a direct result of our work can receive support and assistance that

	is contextually appropriate and in a manner that does not isolate, stigmatise or retraumatise them. We are committed to providing survivors access to support regardless of whether they wish to make a complaint or participate in an investigation. Trauma-informed practice is an approach to safeguarding which is grounded in the understanding that trauma can impact an individual’s neurological, biological, psychological and social development. The approach recognises the widespread impact of trauma on a person’s health and wellbeing and understands that trauma can have both immediate and long-lasting effects. The principles underpinning survivor care also support trauma-informed practice. SCI is committed to understanding local context – we carry out local mapping exercises which provide information on the medical, legal, social welfare and child protection services available for survivors.
10	Relevant laws and regulation This Policy is underpinned by relevant legislation and regulation, including: ○ United Nations Convention on the Rights of the Child (UNCRC) ○ Convention on the Rights of Persons with Disabilities (CRPD) ○ UN Secretary General’s Bulletin: Special measures for protection from sexual exploitation and sexual abuse ○ Inter-Agency Standing Committee (IASC) six principles in relation to SEA ○ Core Humanitarian Standard (CHS) ○ The International Child Safeguarding Standards - Keeping Children Safe ○ Modern Slavery Act 2015 (UK) ○ Trafficking Victims Protection Act 2000 (US) ○ FAR Subpart 22.17 and FAR 52.222-50 (“Combating Trafficking in Persons”) (US) ○ USAID Standard Provision M20 (“Trafficking in Persons”) (US) as amended and effective October 2024 (US), and ○ International Labour Standards on Child Labour and Forced Labour ○ Inter-Agency Procurement Group (IAPG)’s Supplier Sustainability and Ethical Code of Conduct All SCI staff members and volunteers are accountable for ensuring that they comply with all local laws prohibiting abuse, exploitation, neglect, harm and modern slavery in all the jurisdictions in which we operate. If this policy conflicts with local laws and regulations please consult the SCI Compliance with Local Law Policy and consult the SCI Safeguarding Policy owner to confirm and document a waiver to compliance with the policy, where this course of action is appropriate.
11	Induction training ○ The SEPA team will develop Safeguarding training and ensure it is made available on SCIs learning platform. ○ All Representatives are required to complete mandatory Safeguarding training within three months of joining SCI, or sooner if contract length is less than three months, and successful completion must be recorded. ○ All Representatives are required to complete refresher Safeguarding training at least once every two years.
12	Compliance and Audit ○ Compliance with this policy is monitored through reviews, spot checks and audits. This includes but is not limited to downstream partners, sub-grantees, contractors and suppliers.

13	Humanitarian adaptation SCI policies and processes, including safe recruitment practices, safer partnerships approach and safe programming practices, should be always implemented. However, SCI recognises that during emergency responses, safeguarding risks heighten and intensify; people living in areas affected by humanitarian crises are particularly at risk of abuse, exploitation, harm and modern slavery and specific strategies are needed to mitigate those risks. In addition, the decrease in social controls, large-scale family separation, disruption in protective social structures, and displacement and transiency aggravate and contribute to risks, especially sexual exploitation, abuse, and harassment (SEAH). During rapid onset and mobilization of humanitarian workers, the organizational risks exacerbate existing local and contextual threats to protection. The intrinsically chaotic nature of crises and inherent power differentials that exists between Save the Children and affected persons can lead to serious breaches to our safeguarding commitments. In emergency responses, there is a high volume of staff turnover, influx of volunteers, and saturation of partner-led initiatives and projects, all of which contribute to the fragility in managing safeguarding related risks. SCI understands that safeguarding in humanitarian contexts requires particular considerations which means understanding how the activities that are delivered and the situation they are delivered in influence each other. Considerations should be given to: ○ impact on reporting channels, ○ impact of an investigation on survivors living in a conflict zone, ○ safety of those investigating and limitations of investigations. Preparedness and Response A context-specific Safeguarding plan must be included in the Country Emergency Preparedness Plan (EPP) and activated at the onset of a crisis. After onset, Safeguarding must be included in the Initial Assessment, Preliminary Response Plan (PRP), Response Strategy, and Response Budget.
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SECTION 3: DEFINITIONS

Word/Term	Definition
Adult Safeguarding	Our individual and collective responsibility to prevent and respond to any form of abuse, exploitation, neglect, harm or modern slavery committed by SCI Representatives, against any adult, 18 years and above, who we interact with through programme implementation and operations, work with through partners and/or management of personal data.
Best interests of the child	The concept of the best interests of the child comes from Article 3 of the United Nations Convention on the Rights of the Child (UNCRC). The UNCRC highlights the importance of supporting the child's needs for safety, health, wellbeing, family relationships, physical, psychological and emotional development, identity, freedom of expression, privacy and agency to form their own views and have them heard. In essence, the best interests of the child are whatever is best for that individual child.
Child Safeguarding	Our individual and collective responsibility to prevent and respond to any form of abuse, exploitation, neglect, harm or modern slavery committed by SCI Representatives, against any child who we interact with through

	programme implementation and operations, work with through partners and/or management of personal data. Child safeguarding specifically focuses on taking reasonable steps to prevent foreseeable harm in our work, with a child-centred, participative approach that engages children, families, communities, and partners.
Child	Everyone under the age of 18.
Child Abuse	Anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood. Examples: hitting a child or using a physical punishment; doing things for children of a personal nature that they can do for themselves. Do not behave in a manner which is sexually provocative. Do not sleep in the same bed or same room as a child with whom you are working.
Contextual safeguarding	The process of assessing factors that allow abuse, exploitation, neglect and harm to happen—such as the power dynamics and characteristics of those involved—and giving recommendations to prevent it and improve safety.
Digital Safeguarding	Information systems and communication technologies, including the internet, social networking sites and digital imagery. Example: Do not post any images of programme participants on personal social media without the proper SCI approval.
Emotional Abuse	Doing harm to a person’s emotional, intellectual, mental or psychological wellbeing. This may occur as an isolated event or on an ongoing basis. It involves attempts to frighten, control, or isolate someone. Examples: humiliating or degrading treatment (for example bad name calling, threats, yelling / screaming / cursing, teasing, constant criticism, belittling, persistent shaming), rejecting, ignoring, confining or threatening behaviour as well as racist, homophobic, or sexist statements.
Exploitation and Child Labour	Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child Labour is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that: ○ is mentally, physically, socially or morally dangerous and harmful to children; and ○ interferes with their schooling by: ▪ depriving them of the opportunity to attend school; ▪ obliging them to leave school prematurely; or ▪ requiring them to attempt to combine school attendance with excessively long and heavy work. If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work. Example: It is not acceptable for any SCI representative to engage anyone under the age of 18 to work as domestic labour in their place of work or at

	home. It is not acceptable for Save the Children to engage anyone under the age of 18 to undertake any work which may be considered harmful. Sexual Exploitation is when someone takes advantage of another person's vulnerability, trust, or lower power for sexual purposes. This can include gaining money, social benefits, or political advantages from the sexual exploitation of another. Sexual Exploitation can happen anywhere, in person and online. Grooming is often a component of sexual exploitation. This definition includes human trafficking and modern slavery. Examples: Exploiting your position of trust with SCI to enter a new sexual relationship with a member of the program community; Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes exchange of assistance that is due to beneficiaries. Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position. Child sexual exploitation is a form of child sexual abuse. It occurs when an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child into sexual activity; (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage. Bonded labour or debt bondage is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot end and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates. Other forms of forced labour such as when passports are confiscated or a worker is 'kept in captivity' as a domestic servant. Marital and sexual slavery including forced marriage, purchasing women for marriage, forced prostitution, or other sexual exploitation of individuals through use or threat of force or penalty. Serfdom is when a person must live and work for another on the other's land.
Forced or compulsory labour	Work or services compelled under threat of penalty and which the person has not offered themselves voluntarily, including children.
Fraternisation	Any business or workplace relationship that involves — or appears to involve — partiality, preferential treatment or misuse of power or position including but not limited to voluntary sexual or intimate behaviour, whether public or private.

	Examples: sexual behaviour, misusing role status to form a close and emotional relationship or taking advantage of power inequities for her/his own gain.
Grooming	The behaviours or actions used to establish emotional relationships with those in positions of less or inequitable power, with the intention or potential of manipulating these relationships into sexualised dynamics in the future. Example: behaviour which can be open to interpretation for example inviting children we interact with into your home or sharing personal contact details.
Harassment and sexual harassment	Unwanted or uninvited behaviour — whether verbal, physical, or visual - related to a person's sex, gender, marital status, sexual orientation, race (including colour, nationality, or ethnic/national origin), religion or belief, age, or disability, or is of a sexual nature, that has the purpose or effect of violating a person's dignity or creating an environment that is intimidating, hostile, degrading, humiliating, or offensive. This behaviour may occur as a one-off incident or repeatedly. This conduct may or may not be criminal, and it may or may not be direct physical touching. Sexual harassment includes unwanted sexual advances, requests for sexual favours, or other verbal or physical behaviour of a sexual nature.
Human Trafficking	Arranging or facilitating the travel of another person with a view to their exploitation.
Informed assent	When a child agrees to something (for example, sharing their story with communications colleagues) after receiving age-appropriate, understandable information about the purpose, risks, benefits, and potential use of their story, image, views, or information. Although a child may not have the legal capacity to give full consent, their informed agreement is essential and should be based on a clear understanding appropriate to their age and level of development. Informed assent from a child must be accompanied by informed consent from a caregiver, which includes signing a consent form. Children have a right not to assent even if their caregiver has already provided informed consent.
Informed consent	A person agrees to something freely and willingly (including sharing their story or image, personal data, taking part in a survey or research project, etc.) after fully understanding what it involves. This includes knowing the risks, benefits, and any potential consequences of taking part, which should be communicated to them in a language and format they understand. It also includes the person having the time, space and ability to ask questions and decide to participate or not without pressure or coercion (including perceived coercion – for example, the perception that support from Save the Children will be withdrawn if they do not consent to giving an interview) and being made aware they can withdraw their consent at any time. The person asked to provide informed consent (whether for themselves or on behalf of a child) must have the capacity to understand the information given to them, so that they can use it to make an informed decision. They must also provide their informed consent in writing (children may sign for themselves, but their caregiver must also provide a signature, thumbprint, to make it legally binding).
Intersectionality	Refers to the complex, cumulative way in which the effects of multiple forms of discrimination (such as racism, sexism, and classism) combine,

	overlap, or intersect especially in the experiences of marginalised individuals or groups.
Neglect and Negligent treatment	Failing to prevent harm; failing to ensure adequate supervision of children or activities; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (example administering medication when not authorized); or failing to provide a safe physical environment (example exposure to violence, unsafe programming location, releasing a child to an unauthorised adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy). It can also be SCI representative failing to apply minimum requirements as set out in mandatory procedures. Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter. Neglect can also involve failing to ensure a child receives appropriate health or dental care and/or a suitable education. Neglect often occurs alongside other types of abuse.
Physical Abuse	The deliberate use of physical force that causes harm or risk of harm. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating, striking with objects and restrained. Physical harm can also be caused when a caregiver fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.
Power	Abuse, exploitation, neglect and harm, especially SEAH incidents are driven by power imbalances and inequality, particularly gender inequality, and all require action.
PSEAH	Protection from Sexual Exploitation, Abuse and Harassment of affected populations by staff or associated personnel. The term derives from the United Nations Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse (ST/SGB/2003/13). Protection includes both Prevention and Response.
Servitude	The obligation to provide services is imposed by the use of coercion.
Sex worker	Any person over 18 years of age who receives money, goods or services in exchange for sexual or sexualised acts, and who define those activities as income-generating, even if they do not identify as sex workers or as exploited.
Sexual Abuse	Any threatened or actual physical intrusion of a sexual or sexualised nature, by force, pressure or an imbalance of power, including inappropriate touching, sexual assault and rape. It may also include, not limited to, unwanted and/or uninvited exposure to pornography, the sharing or demand of images or sexualised photographs. Sexual abuse can happen anywhere, in person or online. Child sexual abuse is forcing or enticing a child to take part in sexual activities, including assault by penetration (for example rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. It doesn't necessarily involve violence, and the child may not be aware that what is happening is abuse. Child Sexual Exploitation is a type of child sexual abuse, in which a child may be groomed into exploitative situations and relationships – for

	example, children may be given gifts, money, drugs, status or affection, online or in person, in exchange for sexual activities. Child sexual abuse can involve contact abuse and non-contact abuse. Contact abuse happens when the abuser makes physical contact with the child, and non-contact abuse involves non-touching activities, such as involving children in looking at, or in the production of sexual images, watching sexual acts, encouraging or forcing children to behave in sexually inappropriate ways and can happen online or in-person. Sharing Child Sexual Abuse Material (CSAM), including artificially generated (AI) CSAM, is a criminal offence under UK law—even if the intent is to report the concern. SCI Representatives must not share CSAM with anyone under any circumstances. All concerns must be reported through an official SCI reporting channel. Examples: encouraging or forcing a child to watch or hear sexual acts, or making a child masturbate while others watch. Sexual activity with children regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. Child sexual abuse is not solely perpetrated by adult males. Women can also commit acts of sexual abuse, as can other children.
Sexual favours	Any sexual or sexualised acts, in exchange for something such as, but not limited to, money, goods, services, opportunities.
Slavery	Exercising powers of ownership over a person. Examples: Chattel slavery in which one person owns another person. Child slavery which is the transfer of a young person (under 18) to another person so that the young person can be exploited.
Subject of Concern (SOC)	The person/s against whom a complaint has been received, in essence the person who has allegedly committed the act or failed to act in a way that caused harm or risk of harm.
Survivor	A person who has experienced, or is experiencing abuse, exploitation, neglect or harm in relation to their involvement with SCI or its Representatives. Whilst SCI uses the term survivor, the individual themselves must be able to choose how they would like to be referred to.

SECTION 4: RELATED DOCUMENTS

1	SCI Safeguarding Procedure
2	SCI Code of Conduct
3	SCI Anti-Bullying, Intimidation and Harassment Policy
4	SCI Whistleblowing Policy and Procedure
5	SCI Safeguarding and Counter Fraud Risk Assessment and Risk Directory
6	SCI Case Management and Investigation Procedure
7	SCI Ethics Suite
9	SCA Risk Framework
10	SCI Supplier Sustainability Policy