



Protection from Sexual Exploitation and Abuse (PSEA) Policy



Table of Contents

Table of Contents	2
Overview	3
Introduction	3
Definitions	3
Regulatory Framework	4
Purpose	5
Directives	6
Prevention and Responsibilities	7
Training and Screening Policies for Employees	7
Reporting and Investigation	9
Related Documents	11



Overview

Policy Title: Protection from Sexual Exploitation and Abuse Policy (the “Policy”)

Policy Objectives:

- To promulgate a policy of zero-tolerance for sexual exploitation and abuse (“SEA”) for all Amal Alliance Employees and Related Personnel and ensure that roles, responsibilities, and expected standards of conduct in relation to SEA are known within Amal Alliance.
- To create and maintain a safe environment, free from SEA, by taking appropriate measures for this purpose, internally and in the communities where Amal Alliance operates, through robust prevention and response work.

Targeted Audience: All Amal Alliance Employees and Related Personnel.

Effective Date: May 2, 2022.

Mandatory Review: Annually.

Introduction

SEA violates universally recognized international legal norms and standards and are unacceptable behaviors and prohibited conduct for all humanitarian workers, including Amal Alliance Employees and Related Personnel.

Amal Alliance recognizes that SEA of vulnerable people is a global phenomenon and from our own and others’ experiences, it is clear that working with vulnerable individuals can entail dealing with issues of SEA. It is vital that SEA is not perpetrated or compounded by those who Amal Alliance puts in contact with vulnerable people. It is therefore crucial that Amal Alliance Employees and Related Personnel understand the problem of SEA and their role and responsibility in preventing it.

Definitions

Board: the board of directors of Amal Alliance

Employees: includes employees, temporary employees, unpaid interns and volunteers of Amal Alliance.

Related Personnel: encompasses non-employees providing services under a contract in the workplace, such as vendors, independent contractors, consultants, and anyone else (other than Amal Alliance Employees) working with Amal Alliance.

SEA (sexual exploitation and abuse): SEA are forms of gender-based violence, which describes any harmful act perpetrated against a person’s will that is based on socially ascribed differences between women and men. Furthermore, SEA may also involve child safeguarding violations if the “conduct by (the organization’s personnel) causes significant harm to a child including any kind of physical, emotional or sexual abuse, neglect or exploitation,” highlighting the need for focused attention on children as part of PSEA efforts.

Senior Management: includes the Executive Director and all of Amal Alliance’s senior managers who report directly to the Executive Director, which may include the General Counsel, the Chief Financial Officer, the Head of Global Education, the Head of Partnerships & Policy and the Head of Human Resources.

Sexual abuse: actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. This includes sexual assault, rape and threatened or actual non-physical intrusions, such as unwanted and/or uninvited exposure to, sharing of, or demands for pornography, texts, images, sexualized photographs etc.

Sexual exploitation: any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

Regulatory Framework

As local laws and customs differ widely across the world, this Policy is informed by International Human Rights Law, United Nations’ standards and best practice guidelines from the humanitarian sector. It applies regardless of location and local law. This Policy is also in line with the following:

- Universal Declaration of Human Rights
- UN Convention on the Rights of the Child
- United Nations’ Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners
- IASC’s Plan of Action and Core Principles of Codes of Conduct on Protection from Sexual Abuse and Exploitation in Humanitarian Crisis
- IASC’s Minimum Operating Standards (MOS-PSEA)
- Secretary-General’s Bulletin ST/SGB/2003/13
- Secretary-General’s Bulletin ST/SGB/2018/1
- UNICEF’s Protection from Sexual Exploitation and Abuse Toolkit
- The Core Humanitarian Standard (CHS) on Quality and Accountability



Amal Alliance Employees and Related Personnel shall behave at all times in accordance with the following Six Core Principles:

1. SEA by Amal Alliance Employees and Related Personnel constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
3. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Any sexual relationship between Amal Alliance Employees or Related Personnel and beneficiaries of assistance or other vulnerable members of the local community that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where an Amal Alliance Employee or Related Personnel develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same organization or not, he or she must report such concerns via established reporting mechanisms.
6. All Amal Alliance Employees and Related Personnel are obliged to create and maintain an environment that prevents SEA and promotes the implementation of this Policy. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

Purpose

The purpose of this Policy is to ensure that all Amal Alliance Employees and Related Personnel make ethical decisions in their professional and personal lives to ensure the protection of all against SEA by Amal Alliance Employees and Related Personnel and refrain from each of the following activities:

- Sexual exploitation and abuse of program participants or others in the communities we serve.
- Sexual activity with children (persons under the age of 18). This is prohibited regardless of the age of majority or age of consent locally. Ignorance or mistaken belief regarding the age of a child is not a defense.

- Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior. This includes the exchange of assistance that is due to program participants.
- Harassment, discrimination, exploitation and abuse based on gender (including pregnancy) and sexual orientation in the workplace or towards partners and service providers.

To achieve this, this Policy covers the following aspects:

- The framework for preventing sexual exploitation and abuse by Amal Alliance Employees and Related Personnel
 - The process for ensuring that SEA victims are referred to/receive medical and psychological care
- The process for reporting and investigating sexual exploitation and abuse by Amal Alliance Employees and Related Personnel

All Amal Alliance Employees and Related Personnel will be provided with copies of this Policy and are expected to adhere to the values, standards, behaviors and procedures contained herein. Amal Alliance has a policy of zero tolerance towards SEA. All Amal Alliance Employees and Related Personnel are expected to uphold the highest standards of personal and professional conduct at all times, and to provide humanitarian assistance and services in a manner that respects and fosters the rights of beneficiaries and other vulnerable members of the local communities.

Failure to comply with these standards and procedures may be gross misconduct and grounds for termination of involvement with the organization. Behavior that is criminal will be reported to the relevant authorities unless it poses a significant risk to survivors or there is another justifiable risk in reporting. These standards are applicable at all times, on- and off-duty and during periods of leave, with no exceptions.

Directives

The following are the directives that guide our Policy:

- **SEA Absolute Prohibition.** SEA by Amal Alliance Employees and Related Personnel shall be prohibited under all circumstances.
- **Victim Centric.** When addressing SEA issues and concerns, Amal Alliance Employees and Related Personnel shall have a victim-centric approach.



- **Screening.** Amal Alliance Employees and Related Personnel shall be screened and be subject to background checks to ensure compliance with the Policy. All Amal Alliance Employees and Related Personnel are subject to the Policy and shall sign the Policy as part of their onboarding.
- **Contractual Provisions.** All contracts with contractors, suppliers, consultants, and sub-partners shall include a provision that prohibits any SEA and shall require that preventative and corrective measures be set forth. The failure of those entities or individuals to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of any arrangement.
- **Training.** Initial and ongoing SEA training shall be mandatory for all Amal Alliance Employees and Related Personnel. To the extent possible, training related to SEA shall be provided in person.
- **Whistleblower Channels.** Whistleblower channels shall be available for potential victims to report any SEA committed by Amal Alliance Employees and Related Personnel. At least one of those channels shall be anonymous.
- **Reporting.** Various reporting channels shall be readily available for any alleged victim of SEA. Any allegations of SEA shall be promptly reported by all Amal Alliance Employees and Related Personnel.
- **Referrals.** Any alleged victim of SEA shall be referred by appropriate conduits in the applicable jurisdiction to the PSEA Focal Point, Ms. Marie-Solene Prudhomme (mariesolene.prudhomme@gmail.com) for prompt and professional assistance. Amal Alliance shall develop and maintain a list of service providers or referral pathways in the jurisdictions where we operate in case a SEA survivor needs to access services such as healthcare, legal assistance and psychological support.
- **Communications Materials.** Amal Alliance shall strive to develop communications materials to raise awareness of reporting channels concerning SEA in the communities where Amal Alliance Employees and Related Personnel work.

Prevention and Responsibilities

Employees and Related Personnel have the responsibility to promptly report incidences of SEA being perpetrated by anyone within or affiliated with Amal Alliance. An Employee or Related Personnel who has developed concerns or suspicions regarding abuse or exploitation by



someone affiliated with Amal Alliance must report such concerns through Amal Alliance's established reporting mechanisms.

Senior Management is responsible for creating and maintaining an environment in which everyone feels able to report any suspicious or inappropriate behavior. All Employees and Related Personnel must fully cooperate with investigations into incidents of SEA. Amal Alliance practices a zero tolerance approach to SEA and expects its Employees and Related Personnel to do likewise. Please refer to Annex C for more information on Amal Alliance's human resource policies.

Training and Screening Policies for Employees

Amal Alliance will maintain a robust recruitment screening, referencing, background, and police checks process for all Employees concerning past allegations of SEA, attitudes toward SEA, and other safeguarding concerns, in line with applicable laws. Potential Employees must:

- Provide a self-declaration that they have never been subject to sanctions, disciplinary actions, or criminal penalties arising from an investigation in relation to SEA, or left prior employment pending such investigation. This self-declaration must also include consent of disclosure of any such information from past employers.
- Sign the PSEA Acknowledgment Form.

Amal Alliance will provide orientation material and mandatory, face-to-face (in-person or virtual) training during onboarding, recurring on a yearly basis, to all Employees on PSEA that will inform them of this Policy and its procedures, and empower them to integrate the PSEA core principles into their daily work. Such training will cover, among other matters:

- A definition of SEA,
- A clear prohibition of SEA, and
- Procedures for prompt reporting and investigation of any allegation of SEA.

Senior Management will retain a record of attendance of such trainings, and will also build and maintain official plans and agendas for such trainings. There will be regular updates and specific trainings pertaining to offices in different countries, to meet the needs of particular staff roles within the local context and its accompanying risks.

The Board and Senior Management are responsible for the application and implementation of this Policy and related training and programs. For more information on the training programs, refer to Annex E.

Requirements for Related Personnel

Contracts with Related Personnel and other third parties must contain provisions requiring the Related Personnel or other third party to have PSEA policies of similar scope and effect as Amal Alliance's PSEA Policy, including:

- A clear prohibition of sexual exploitation and abuse,
- An obligation to take appropriate preventative and corrective measures to SEA, and
- Mandatory screening, training, reporting, and referral procedures for its personnel regarding PSEA matters.

More information on the PSEA policies required of Related Personnel and other third parties can be found in Annexes D and F.

All Related Personnel retained under contracts must comply with this PSEA Policy as a condition of the contract. All Related Personnel will be given a copy of this Policy and must follow its directions and procedures while working with Amal Alliance. Failure to do so may be grounds for termination of the affiliation.

Reporting and Investigation

1. When to Raise a Concern

All Amal Alliance Employees and Related Personnel are encouraged to disclose to and seek guidance from an appropriate supervisor or manager if they believe any person covered under the Policy or other person associated or doing business with Amal Alliance has engaged, is engaging, or may engage in any illegal or unethical behavior or has violated, or may violate the Policy. While complaints or concerns may be submitted at any time, all Amal Alliance Employees and Related Personnel should report a concern as soon as reasonably possible after becoming aware of the matter.

2. How to Raise a Concern

Concerns may be submitted either in writing or orally. No specific form is required to be filled out in order to submit a concern, but all Amal Alliance Employees and Related Personnel are encouraged to provide as much information and detail as possible so that the concern can be properly investigated. A concern may be submitted:



- To the administrator of the Policy (the “Policy Administrator,” who is the Executive Director), at danielle@amalalliance.org or at info@amalalliance.org;
- By discussing it with a supervisor or manager, who will in turn forward the concern to the Policy Administrator for review where appropriate; or
- In writing (including by e-mail) to Mrs. Parisa Elahi, Compliance Officer of Amal Alliance at parisa.elahi@gmail.com, who will in turn forward the concern to the Policy Administrator for review where appropriate.
- If the relevant person prefers to file the concern anonymously, by calling the following hotline number: +1 (323) 379-2101; however, any individual reporting his or her own violation shall not satisfy his/her disclosure obligation hereunder with a concern raised anonymously.

Any individual who is the subject of a concern is prohibited from participating in any board or committee deliberations or voting relating to the evaluation of such concern in accordance with this Policy; provided, that the Board is not prohibited from requesting that such individual present information as background or answer questions at a meeting of the Board prior to the commencement of deliberations or voting relating thereto.

3. Procedures for Receiving and Reviewing Concerns

Any supervisor, manager, or other person receiving a concern should contact the Policy Administrator (whose contact information is provided in Section 2 above), who will coordinate further action.

The Policy Administrator will, in good faith, assess each concern on a preliminary basis to determine to what extent an investigation into the concern is required, and will direct all aspects of the investigation of any concern. Amal Alliance will use its best efforts to conduct the review in a confidential manner, so that information will be disclosed only as needed to facilitate review of the investigation materials or otherwise as required by law. All Amal Alliance Employees and Related Personnel must cooperate as necessary in connection with any such investigation. Any person who does not cooperate in connection with any such investigation may be subject to disciplinary action, up to and including termination of employment. In the event a concern involves or implicates the Policy Administrator, the Policy Administrator will promptly recuse himself or herself from the investigation and inform the Board in writing. The Board may investigate such a concern or appoint impartial attorneys to investigate the concern.

4. Records of Concerns and Investigation Reports

The Policy Administrator will maintain a written record of all concerns, summarizing in reasonable detail for each concern: (i) the nature of the concern (including any specific



allegations made and the persons involved); (ii) the date of receipt of the concern; (iii) the current status of any investigation into the concern and information about such investigation (including the steps taken in the investigation, any factual findings, and the recommendations for corrective action); and (iv) any final resolution of the concern. The Policy Administrator will distribute an update of this record to the Board in advance of each regularly scheduled meeting thereof.

5. Confidentiality

All concerns received will be treated confidentially or anonymously, as applicable, to the extent reasonable and practicable under the circumstances.

6. No Retaliation

It is Amal Alliance's policy to encourage the communication of bona fide concerns relating to compliance with the Policy. It is also the policy of Amal Alliance to protect those who communicate bona fide concerns from any retaliation for such reporting. **No adverse employment action or other forms of retaliation (including, without limitation, intimidation, harassment, discrimination, coercion, or otherwise, whether express or implied) may be taken against any Amal Alliance Employee and Related Personnel based on such person having reported in good faith any concern or assisted in an investigation of, or the fashioning or implementation of any corrective action or response made in connection with, any concern.** Any person who violates this prohibition against retaliation will be subject to appropriate disciplinary action, which may include termination of employment or other relationship with Amal Alliance.

Related Documents

- Reporting and Whistleblower Policy (Annex A)
- Safeguarding Policy (Annex B)
- Human Resources Policy (Annex C)
- Partnership Agreement (Annex D)
- Mandatory Training Policy (Annex E)
- Project Partnership Agreement (Annex F)
- Survivor-Centric Protocols for Investigations, Referral and Corrective Actions (Annex G)



ACKNOWLEDGEMENT

I, _____, acknowledge that I have received a copy of Amal Alliance’s PSEA Policy. I understand and agree that it is my responsibility to read fully, understand the policies, and follow the policies set forth in this PSEA Policy. I acknowledge that if I have any questions, comments, or concerns regarding this Policy, I am encouraged to discuss any matters with the Policy Administrator.

Name (PRINTED)

Signature

Date

Annex A

Reporting and Whistleblower Policy

Policy Title: Whistleblower and Reporting Policy

Policy Objective: To encourage and enable Protected Parties, without fear of retaliation, to raise concerns regarding suspected unethical and/or illegal conduct or practices on a confidential and, if desired, anonymous basis so that the Organization can address and correct inappropriate conduct and actions

Targeted Audience: All Amal Alliance personnel and beneficiaries

Introduction

Amal Alliance requires all its employees and contracted affiliates to observe high standards of business and personal ethics in the performance of their duties on behalf of the organization. Any party that suspects or observes activities that may be illegal according to local laws or in violation of the organization's policies may submit without fear of retaliation a report through established internal reporting mechanisms. A person who submits a good faith report against the organization is henceforth referred to as a "whistleblower." Amal Alliance believes that whistleblowers play an important role in holding the organization accountable to local laws and its own internal policies with respect to, without limitation, sexual assault or abuse, fraud, theft, embezzlement, accounting or Boarding irregularities, bribery, kickbacks, and misuse of the organization's assets (each "a Concern").

No Retaliation

No individual who in good faith reports a Concern shall suffer intimidation, harassment, retaliation, discrimination, adverse employment consequence, or other retaliation because of such report. Any employee of the organization who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including termination of employment.

Confidentiality

Amal Alliance takes seriously its responsibility to enforce this Whistleblower Policy and therefore encourages any person reporting a Concern to identify him or herself so as to facilitate any resulting investigation. Notwithstanding the foregoing, in reporting a Concern, a whistleblower may request that such report be treated in a confidential manner (including that the organization take reasonable steps to ensure that the identity of the reporting person remains anonymous). Concerns may also be reported on an anonymous basis. Reports of Concerns will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Compliance Officer

The Compliance Officer, Mrs. Parisa Elahi, is responsible for investigating and resolving all reported Concerns and shall advise the Executive Director and Board of all reported Concerns. Mrs. Elahi shall report to the full Board of Directors at each regularly scheduled board meeting on compliance activity.

Reporting Concerns

An individual who wishes to report a Concern should complete the Complaint Form or compose a correspondence with the same information. The document can be submitted using one or more of the following mechanisms:

1. Via email to compliance@amalalliance.org.
2. Via mail to the Compliance Officer

Mrs. Parisa Elahi
Amal Alliance, Inc.
ATTN: Compliance Officer
902 Broadway, Floor 6
New York, NY 10012

3. Verbally to an Amal Alliance employee or contractor. All employees of the organization are required to forward the report to their immediate supervisor and the Compliance Officer using mechanism 1 or 2.

An individual who is for any reason unable to submit a report on their own device (e.g., language barrier, inability to read and/or write, etc.) can employ the assistance of a third-party, including but not limited to, a family member, acquaintance, or Amal Alliance employee.

Sexual Exploitation and Abuse

Amal Alliance recognizes that reports regarding SEA can be a sensitive matter and therefore will make every effort to respect the confidentiality of the survivor. A survivor may wish to make an anonymous report, which can be done by not including any personal identifying information (PII) in the report. However, more information provided may expedite the investigation. The organization will investigate all complaints in a prompt manner. All personnel, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment. Personnel and non-employees who believe they have been a target of sexual harassment may also seek assistance in other external available forums.

Accounting and Boarding Matters

The Board of Directors shall address all reported Concerns regarding corporate accounting practices, internal controls or Boarding (“Accounting Concerns”). The Compliance Officer shall immediately notify the Board of any Accounting Concern and shall work with the committee until its resolution. Promptly upon receipt, the Board shall evaluate whether a Concern constitutes an Accounting Concern and, if so, shall promptly determine what professional assistance, if any, it needs in order to conduct an investigation. The Board will be free in its sole discretion to engage outside Boardors, counsel or other experts to assist in the investigation and in the analysis of results.

Investigations and Deliberations

The Compliance Officer may delegate the responsibility to investigate a reported Concern, whether an Accounting Concern or otherwise, to one or more employees of the Organization or to any other individual, including persons not employed by the Organization, selected by the Compliance Officer; provided that the Compliance Officer may not delegate such responsibility to an employee or other individual who is the subject of the reported Concern or in a manner that would compromise either the identity of an employee who reported the Concern anonymously or the confidentiality of the complaint or resulting investigation. Employees of the Organization may not participate in any Board or Board deliberations or voting relating to the administration of this Whistleblower policy, and the person who is the subject of an investigation may not be present in Committee or Board deliberations or vote on the matter relating to the complaint. However, a person who is the subject of an investigation may present information as background or answer questions at a meeting of the Board of Directors or Board prior to the commencement of deliberations or voting relating thereto. If the reported Concern involves an allegation of SEA, the Compliance Officer will involve the PSEA Focal Point, Mrs. Marie-Selene Prudhomme, in the investigation.

Notwithstanding anything herein to the contrary, the scope, manner and parameters of any investigation of a reported Concern shall be determined by the Board in its sole discretion and the Organization and its employees shall cooperate as necessary in connection with any such investigation.

The Compliance Officer will acknowledge receipt of each reported Concern within five business days, but only to the extent the reporting person’s identity is disclosed or a return address is provided. All reports will be promptly investigated; the scope of any such investigation being within the sole discretion of the Board, and appropriate corrective action will be taken if warranted by the investigation.

Records

The Board of Directors will retain on a strictly confidential basis for a period of seven years (or otherwise as required under the Organization’s record retention policies in effect from time to time) all records relating to any reported Concern and to the investigation and resolution

thereof. All such records are confidential to the Organization and such records will be considered confidential.

COMPLAINT FORM

The purpose of this form is to assist you in filing a complaint. You are not required to use this form. An email or letter with the same information is sufficient.

Incident date: _____

Name: _____

Email: _____

Phone number: _____

Person(s) discriminated against, if different from above: _____

Please explain your relationship to this person(s): _____

Description of incident:

Name or description of employee(s): _____

May we contact you for additional information? _____

Annex B **Safeguarding Policy**

Policy Title: Safeguarding Policy

Policy Objective: To ensure that reasonable steps are taken to mitigate SEA risk and promote a safe environment for all Amal Alliance personnel and beneficiaries.

Targeted Audience: All Amal Alliance personnel and beneficiaries

Reiteration of Commitment to PSEA

Amal Alliance will make every effort to create and maintain a safe environment, free from SEA, and shall take appropriate measures for this purpose in the communities where it operates, through a robust PSEA framework, including prevention, and response measures, and cooperative arrangements .

Amal Alliance has a policy of zero tolerance towards SEA. All Amal Alliance employees and related personnel are expected to uphold the highest standards of personal and professional conduct at all times, and to provide humanitarian assistance and services in a manner that respects and fosters the rights of beneficiaries and other vulnerable members of the local communities while promoting equity and justice through our educational programs.

Amal Alliance recognizes that SEA of vulnerable people is a global phenomenon and, based on our own and others' experiences, it is clear that working with vulnerable individuals can entail dealing with issues of SEA. It is vital that SEA not be perpetrated or compounded by those Amal Alliance personnel who have contact with vulnerable populations. It is therefore crucial that Amal Alliance employees and related personnel not only understand the problem of SEA and their role and responsibility in preventing it, but also adhere to established procedures relating to this understanding, as an integral component of our shared commitment to the safety and security of those we serve (*from PSEA Policy, p. 6*).

Safeguards Against Sexual Exploitation and Abuse

To ensure that the organization fosters a safe environment free from SEA, Amal Alliance has put the following safeguards in place:

1. Due Diligence

Amal Alliance will exercise due diligence in the hiring and contracting process, ensuring that all candidates for employment or contracts meet the high standards of business and personal ethics as detailed in the **Code of Conduct**. All candidates will undergo prior to affiliation with the organization a background and reference check that may involve the

review of past employment history and performance; public criminal records; allegations of misconduct; and concerns regarding contact with children. Candidates will have the opportunity to self-disclose during the application process any issues that could affect an offer of employment or affiliation.

The same due diligence will also be exercised when entering into strategic partnerships. Entities that wish to enter into a partnership with Amal Alliance must undergo an extensive vetting process. As detailed in the **Partnerships Policy**, Amal Alliance requires entities seeking partnership to submit for review the following: 1) Relevant internal policies and procedures that address safeguarding of children and its response to allegations of sexual exploitation and abuse (SEA) and 2) Three organizational references that can speak to its upstanding moral conduct and commitment to similar values as those listed in the **Code of Conduct**.

Amal Alliance reserves the right to deny employment and/or contracts to candidates or entities that are found during this process to not meet organizational standards of ethics.

2. Mandatory Training

All Amal Alliance personnel and affiliates must complete mandatory and subsequent refresher training on an annual basis. The organization provides during the onboarding process for new personnel and at the onset of new programmatic endeavors an organization-specific PSEA Training. Personnel may also complete the [UNICEF PSEA e-learning course](#) available through Agora as a training supplement. Please reference the **Mandatory Training Policy** (Appendix E) for more detailed information and a sample agenda for in-person training.

3. PSEA Focal Point

The PSEA Focal Point, Mrs. Marie-Selene Prudhomme, plays a critical role within the organization in the prevention of and response to SEA. Through training and technical assistance, she will raise organizational awareness of and response capacity to allegations of SEA. Mrs. Prudhomme will work closely with the Compliance Officer, Mrs. Parisa Elahi, to investigate any allegations of SEA and develop a survivor-centered response. As required by the Partnership Agreement with UNICEF, they will report allegations of SEA to the UNICEF Head-of-Office in-country. As part of Continuous Quality Improvement (CQI), the PSEA Focal Point continuously assesses PSEA-related risks at the organizational level and provides recommendations to enhance prevention strategies.

4. Organizational Awareness

Amal Alliance continuously strives to increase organizational and community awareness of SEA and its serious consequences on survivors. In addition to mandatory training, all personnel must review and sign the organization's **PSEA Policy** as part of the onboarding process. In addition, Amal Alliance will develop and disseminate to all personnel communication materials on PSEA and reporting mechanisms. To the extent possible, posters with reporting information will be displayed in Amal Alliance and affiliate working areas. Beneficiaries of Amal Alliance programming shall be made aware of their rights and informed of the protections against SEA and established reporting mechanisms.

Monitoring of SEA

Amal Alliance believes that data analytics is key to ensuring the mechanisms in place to mitigate SEA risk are effective and survivor-centered. To this end, the organization will closely monitor all allegations of SEA and associated metrics, including but not limited, survivor demographics, perpetrator demographics, location, and category of SEA. In addition to providing a verbal report at all scheduled Board meetings, the Compliance Officer, in coordination with the PSEA Focal Point, will prepare an annual PSEA report to be disseminated within the organization.

Annex C

Human Resources Policy

Policy Title: Human Resources Policy

Policy Objective: To establish a systematic vetting procedure in place for job candidates through proper screening. This must include, at minimum, reference checks for sexual misconduct and a self-declaration by the job candidate requesting that they confirm that they have never been subject to sanctions (disciplinary, administrative or criminal) arising from an investigation in relation to SEA, or left employment pending investigation and refused to cooperate in such an investigation.

Targeted Audience: All Amal Alliance employees and related personnel.

Amal Alliance, Inc., will incorporate the elements included in the checklist below into its recruitment of any candidate wishing to join the organization, in order to ensure that he or she has been properly screened. All personnel who have cleared the vetting process will be required to receive and sign the Amal Alliance PSEA Policy.

Checklist for PSEA-Sensitive Recruitment, Contracting and Performance Management

- Include a sentence in job announcements to notify candidates that background and reference checks will be conducted and ethics is part of annual performance appraisals
- Require applicants to self-declare prior issues of sexual or other misconduct, termination of past employment, criminal records, and concerns registered with government authorities regarding contact with children, and to consent to the disclosure of any such information by their former employers during verification of references
- Conduct background checks (e.g. police records, Google searches) and contact references to vet for former misconduct in accordance with local laws regarding employment, privacy and data protection
- Ensure gender-balanced interview panels during hiring processes and conduct gender neutral interviews¹⁵
- Ask candidates interview questions about ethics and ethical dilemmas (e.g. What's your idea of an ethical organization? Tell me about a time when you faced an ethical challenge.)¹
- Require candidates to review and sign the code of conduct before being offered a contract²
- Include a PSEA clause¹⁶ in employment contracts, including when subcontracting

¹ Also see [UNICEF Gender Balance Strategies and Tools](#), accessed July 8, 2019

² Amal Alliance has adapted the following language for the PSEA clause: "The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. Any breach of the provision by the Contractor shall entitle Amal Alliance, Inc. to terminate the contract with immediate effect."

- Outline disciplinary measures in the event of proven SEA allegations (e.g. termination of contract)
- Include training in PSEA as part of onboarding process and provide refresher courses at regular intervals during employment tenure
- Include adherence to code of conduct (e.g. participation in PSEA trainings) in performance appraisals of staff
- Include in the performance appraisals of senior staff their effectiveness in creating and maintaining an environment which prevents and responds to SEA
- Freeze professional advancement/recruitment opportunities of individuals under investigation
- In cases of confirmed misconduct, take robust disciplinary action (e.g. dismissal, suspension, written censure or other administrative/corrective measures) and, where this involves possible criminal conduct, consider reporting the incident to local law enforcement authorities³
- Maintain an internal database documenting any disciplinary measures on personnel, including dismissals, to avoid rehiring them at a later point in time
- Systematically share relevant information of personnel known to have committed SEA with other potential employers during background checks, to the extent legally possible.

³ Amal Alliance, Inc. may choose not to refer a case to national law enforcement.

Annex D Partnership Agreement

Policy Title: Partnership Agreement

Policy Objective: To ensure all entities including but not limited to civil society organizations, governments, and individual contractors with which Amal Alliance enters into partnership will adhere to organizational policies and procedures, especially in regard to the prevention of sexual exploitation and abuse.

Targeted Audience: Entities seeking partnership with Amal Alliance

Amal Alliance enters into strategic partnerships with stakeholders to fulfill its global mission to empower displaced and disenfranchised children. Amal Alliance exercises due diligence prior to the establishment of a partnership given the involvement of vulnerable populations in its programming. Therefore, entities that wish to enter into a partnership with Amal Alliance must undergo an extensive vetting process. An entity must demonstrate through its established protocols a strong commitment to the prevention of sexual exploitation and abuse (PSEA) against children. Amal Alliance requires entities seeking partnership to submit for review the following:

1. Relevant internal policies and procedures that address safeguarding of children and its response to allegations of sexual exploitation and abuse (SEA);
2. Three organizational references that can speak to its upstanding moral conduct and commitment to similar values as those listed in the **Code of Conduct**.

Amal Alliance will review the submitted materials, and after strict scrutiny, return a decision on a request for partnership. The entity's capacity to abide by Amal Alliance policies and procedures will be thoroughly assessed. Amal Alliance reserves the right to deny partnership to entities that pose a heightened liability to Amal Alliance and/or are unable to demonstrate a strong commitment to PSEA.

Entities with which Amal Alliance decides to enter into a partnership must carefully review and sign the **Project Partnership Agreement**. This legally binding document outlines the working relationship between Amal Alliance and the partner entity. The agreement contains the following:

Article I. Term of Agreement

Article II. Statement of Intent

- Article III. Roles and Responsibilities
- Article IV. Strengthening Capacity and Capability
- Article V. Amal Alliance's and Partner's Policies
- Article VI. Safeguarding - Obligation to Report
- Article VII. Protection from Sexual Exploitation and Abuse Policy
- Article VIII. Misuse of Funds
- Article IX. Disputes
- Article X. Amendments and Termination of the Partnership Agreement
- Article XI. Use of Information
- Article XII. Statutory and Legal Requirements

The partnership agreement must be executed by the individual with legal signatory powers on behalf of the partner entity. A finalized copy of the partnership agreement will be returned to the partner entity upon approval of the Amal Alliance CEO and President.

All Amal Alliance contracts and partnership agreements include a standard clause requiring contractors, suppliers, consultants, and sub-partners to commit to a zero-tolerance policy on SEA and to take measures to prevent and respond to SEA.

The failure of those entities or individuals to take preventive measures against SEA including mandatory SEA screening and training for all personnel, to report and investigate allegations thereof, or to take corrective action when SEA has occurred, and to refer SEA survivors for immediate professional assistance shall constitute grounds for termination of any cooperative arrangement.

Annex E

Mandatory Training Policy

Policy Title: Mandatory Training

Policy Objective: Amal Alliance, Inc. will conduct mandatory induction and refresher PSEA training sessions online for all personnel according to the Annual Training Plan below in order to introduce and reinforce the concept of SEA and its scope. These sessions will cover the UN-aligned definition of SEA, the explicit prohibition (zero-tolerance) of SEA, and the requirement that all allegations be promptly reported through the interagency referral pathway contacts for the country in question. These trainings will also address protocols relating to SEA survivor's referrals for immediate professional assistance, as outlined in the Amal Alliance, Inc. survivor-Centric Protocols. When possible, these training sessions will occur in person.

Targeted Audience: All Amal Alliance employees and related personnel.

Annual PSEA Training Plan

All Amal Alliance, Inc. personnel will be required to complete both mandatory and refresher training on an annual basis.

Considering the sensitivity and importance of the topic, it is instrumental to ensure training to staff are provided in person as well, whenever it is feasible to do so, to allow dialogue around this issue, fostering understanding and the creation of an enabling environment and culture where staff feels safe to bring up PSEA related matters.

Amal Alliance will provide during the onboarding process for new personnel and at the onset of new programmatic endeavors an organization-specific PSEA Training. Personnel may also complete the [UNICEF PSEA e-learning course](#) available through Agora as a training supplement.

Training, whether occurring online or in-person, will include the following:

Definition of SEA (sexual exploitation and abuse): SEA are forms of gender-based violence, which describes any harmful act perpetrated against a person's will that is based on socially ascribed differences between women and men. Furthermore, SEA may also involve child safeguarding violations if the "conduct by (the organization's personnel) causes significant harm

to a child including any kind of physical, emotional or sexual abuse, neglect or exploitation,”⁴ highlighting the need for focused attention on children as part of PSEA efforts.⁵

Sexual abuse: the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions⁶

Sexual exploitation: any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another⁷

Explanation on prohibition of SEA: SEA violates universally recognized international legal norms and standards and are unacceptable behaviors and prohibited conduct for all humanitarian workers, including Amal Alliance employees and related personnel.⁸

Amal Alliance has a policy of zero tolerance towards SEA. All Amal Alliance employees and related personnel are expected to uphold the highest standards of personal and professional conduct at all times, and to provide humanitarian assistance and services in a manner that respects and fosters the rights of beneficiaries and other vulnerable members of the local communities while promoting equity and justice through our educational programs.

Amal Alliance recognizes that SEA of vulnerable people is a global phenomenon and, based on our own and others’ experiences, it is clear that working with vulnerable individuals can entail dealing with issues of SEA. It is vital that SEA is not perpetrated or compounded by Amal Alliance personnel who have been in contact with vulnerable populations. It is therefore crucial that Amal Alliance employees and related personnel not only understand the problem of SEA and their role and responsibility in preventing it, but also adhere to established procedures relating to this understanding, as an integral component of our shared commitment to the safety and security of those we serve.

Actions Personnel are required to take Any allegations of SEA must be promptly reported, and alleged survivors of SEA shall be referred for immediate professional assistance. This training will review both internal and external mechanisms for reporting as detailed in the Reporting Policy (insert page number here). Available reporting channels accessible to staff and

⁴ UNICEF, Partnership Cooperation Agreement, para. 14.1 (d).

⁵ UNICEF, Child Safeguarding Toolkit for Business, A Step-by-Step Guide to Identifying and Preventing Risks to Children who Interact with your Business, May 2018. For practical guidance on child safeguarding, see, Keeping Children Safe, Child Safeguarding Standards and How to Implement Them, 2014.

⁶ Definition adopted from the UN Secretary General’s Bulletin ST/SGB/2003/13, 2003.

⁷ Id.

⁸ UN Secretary General’s Bulletin ST/SGB/2003/13, 2003.

beneficiaries, as well as information relating to SEA survivors' referrals via the interagency referral pathways specific to the country in which Amal Alliance is operating are described in the section of this handbook entitled SEA Survivor-Centric Protocols, found in Annex G.

PSEA Training Agenda

- I. Introduction to Sexual Exploitation and Abuse in an International Context
 - A. Definitions
 - B. Prevalence
 - C. Consequences of SEA
- II. Amal Alliance PSEA Policy
 - A. Overview: The Organization's Commitment to PSEA
 - B. Code of Conduct - Zero Tolerance on SEA
 - C. Reporting Obligations & Mechanisms
- III. Survivor Response
 - A. Trauma Informed Care (TIC) and Survivor-Centric Services (SCS)
 1. 6 Principles of TIC: Safety; 1) Trustworthiness & Transparency; 2) Peer Support; 3) Collaboration & Mutuality; 4) Empowerment, Voice, & Choice; and 6) Cultural, Historical, & Gender Issues
 2. Principles of SCS: 1) Confidentiality, 2) Safety, 3) Respect, and 4) Non-Discrimination
 - B. Interagency Referral Pathway in Country of Operations
- IV. Open Discussion

Annex F
Project Partnership Agreement

PROJECT PARTNERSHIP AGREEMENT

This Project Partnership Agreement (“Agreement”), dated [insert date], is between Amal Alliance, with a principal place of business at 902 Broadway Floor 6, New York, NY 10010. For the purpose of this Agreement, Amal Alliance will be represented by [insert name of principal staff member].

And

[PARTNER ORGANIZATION], a legally registered [Non-Governmental Organization, or insert relevant organization type], and having its registered office located at [insert address]. For the purpose of this Agreement, PARTNER will be represented by [insert name of principal staff member].

(together the “Parties”)

The purpose of this Agreement is to ensure that Amal Alliance and PARTNER have discussed, agreed, and documented their responsibilities and commitments relating to [insert Project name].

This Agreement consists of this document and the following Annexes that form integral parts of it:

- Annex A: Project Plan and Deliverables
- Annex B: Project Budget and Payment Schedule
- Annex C: Code of Conduct
- Annex E: Protection from Sexual Abuse and Exploitation (PSEA) Policy
- [insert any policies of PARTNER that PARTNER wants included and are agreed to by Amal Alliance]

ARTICLE I. TERM OF AGREEMENT.

This Agreement covers the period from [insert start date] to [insert end date], unless terminated earlier or amended in line with this Agreement.

ARTICLE II. STATEMENT OF INTENT.

2.1 Amal Alliance’s Mission. Amal Alliance’s mission is to empower displaced children through social development programs at refugee camps and informal settlements around the globe. We believe that we are all global citizens with a social and moral responsibility to ensure that all children have access to their cultural identity, knowledge of their history, and the tools and resources they need to reach their full potential. Our holistic approach stimulates the mind and body through education and

integration programs that focus on social emotional learning and address trauma at its root cause. These programs allow children to find inner strength and resilience despite their challenging circumstances.

2.2 PARTNER's Mission. [insert PARTNER's mission].

2.3 Purpose of the Partnership. Based on the shared concerns of the Parties, the purpose of this Agreement is to set out the arrangements by which [insert Project name] will be delivered, in line with the agreed Project Plan and Budget.

ARTICLE III. ROLES AND RESPONSIBILITIES.

The Parties have individual roles and responsibilities, as well as shared responsibilities in this Agreement. They will respect each other in ensuring the shared purpose of this Agreement is reached.

3.1 Amal Alliance's Responsibilities. Amal Alliance's roles, responsibilities, and resources with regard to this Agreement are:

[insert Amal Alliance's roles, responsibilities, and resources]

Amal Alliance will not transfer the responsibilities set out in this Agreement to a third party without prior written consent from PARTNER.

3.2 PARTNER's Responsibilities. PARTNER's roles, responsibilities, and resources with regard to this Agreement are:

[insert PARTNER's roles, responsibilities, and resources]

PARTNER will not transfer the responsibilities set out in this Agreement to a third party without prior written consent from Amal Alliance.

3.3 Shared Responsibility. Shared responsibilities of Amal Alliance and PARTNER to the Agreement are:

[insert shared roles, responsibilities, and resources]

Each Party shall be responsible for its own compliance with applicable local legislation and for the health, safety, and security of its employees. Each Party is responsible for ensuring that its employees selected for work under this Agreement have appropriate skills and abilities.

ARTICLE IV. STRENGTHENING CAPACITY AND CAPABILITY.

Amal Alliance and project partners can learn from each other. Amal Alliance and PARTNER have identified the following priorities for capacity strengthening to enable the Parties to meet the commitments identified in this Agreement.

4.1 Amal Alliance's Capacity Strengthening Activities.

[insert capacity strengthening activities planned for this Project].

4.2 PARTNER's Capacity Strengthening Activities.

[insert capacity strengthening activities planned for this Project].

ARTICLE V. AMAL ALLIANCE'S AND PARTNER'S POLICIES.

The following policies apply to this Agreement and are attached as Annexes [reference annexes]. All Parties agree to comply with these policies.

- Code of Conduct
- Protection from Sexual Exploitation and Abuse (PSEA) Policy
- [insert other agreed upon policies]

ARTICLE VI. SAFEGUARDING – OBLIGATION TO REPORT.

6.1 PARTNER will report all incidents, suspicions, or allegations of incidents relating to Safeguarding to Amal Alliance immediately.

6.2 PARTNER will not commence investigations of incidents, suspicions, or allegations of incidents relating to Safeguarding prior to informing Amal Alliance.

6.3 Mismanagement of a Safeguarding incident is grounds for termination of this Agreement.

ARTICLE VII. PROTECTION FROM SEXUAL ABUSE AND EXPLOITATION (PSEA) POLICY

7.1 PARTNER agrees to adopt Amal Alliance's PSEA Policy with respect to this Agreement.

7.2 PARTNER understands that all **PARTNER's** employees and related personnel must follow the policies set forth in Amal Alliance's PSEA Policy.

7.3 PARTNER commits to a zero-tolerance policy on sexual abuse and exploitation (SEA), and to take measures to prevent and respond to SEA in accordance with Amal Alliance's PSEA Policy. **PARTNER** understands that the failure to take preventative measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred, may result in the termination of this Agreement.

ARTICLE VIII. MISUSE OF FUNDS.

8.1 Both Amal Alliance and **PARTNER** will ensure appropriate systems and controls are in place to minimize the risk of misuse of funds and identify and address the misuse of funds.

8.2 If **PARTNER** suspects any misuse of funds has taken place, **PARTNER** will notify Amal Alliance immediately in writing.

8.3 In cases where funds cannot be accounted for properly, Amal Alliance reserves the right to terminate the Agreement and require repayment of any Amal Alliance funds misused. In cases of suspected malpractice, legal action may be pursued.

8.4 Amal Alliance retains the right to launch an investigation and take legal action, if appropriate, in the event of misuse of funds.

ARTICLE IX. DISPUTES

In the event of any dispute, disagreement, or conflict arising out of or in connection with this Agreement, the following procedures will be followed:

9.1 In the first instance a meeting will be held between the Parties between whom the disagreement has arisen. The meeting will include those directly involved in the disagreement along with the partner representatives named in this Agreement.

9.2 If this meeting fails to reach an amicable and mutually agreeable settlement, an external mediator, acceptable to both Parties, will be identified, and a mediation process will be followed. This may involve individual meetings with the mediator followed by another meeting of the partners involved with the mediator.

9.3 [insert further steps appropriate to the legal context of specific partnership should 9.1 and 9.2 not result in resolution of dispute].

ARTICLE X. AMENDMENTS AND TERMINATION OF THE PARTNERSHIP AGREEMENT

10.1 The Parties agree to make adjustments to this Agreement, including to the Project Plan and Budget, should adjustments become necessary for the Project to achieve its objectives.

10.2 No modification or change in this Agreement or the Annexes to it shall be valid and enforceable unless it is agreed in writing after consultation between the Parties to this Agreement and signed by the agreed representatives of Amal Alliance and **PARTNER**.

10.3 Each Party will inform the other Party in writing as soon as possible of any serious circumstances or actions that threaten the successful completion of this Project or Agreement.

10.4 If the conditions of this Agreement are not met, either Party reserves the right to suspend or terminate the partnership by giving not less than [insert number] days written notice to the other Party.

10.5 If the delivery, management and/or outputs/outcome of the Project is not of a reasonable standard of quality, Amal Alliance reserves the right to ask **PARTNER** to refund the expenditures incurred and/or to finance the additional work needed to meet the expected quality standard as per agreed specifications and designs.

10.6 In the event of, and as soon as possible after an event beyond the reasonable control of either of the Parties considered as a “Force Majeure” (including natural phenomena, pandemic, wars (declared or not), act or threat of invasion, revolution or social unrest, acts of Government, strike, lockout, industrial action, fire, flood, drought, tempest, failure of any computerized telephonic or online systems operated by any third party or any other event of nature or similar force which disrupts either Party’s participation in or fulfillment of the project), Amal Alliance and **PARTNER** should notify each other in writing of the details of this event in case the Parties are not totally or partially able to meet their responsibilities. The Parties shall discuss appropriate measures to be taken which may include the immediate cancellation of the project or termination of this Agreement.

10.7 Any change, within either Party (up to the national level), in senior employees, project management team, project specific staff, governing body personnel, and any material change to the memorandum of understanding, legal structure or name, rules and regulations or any change in the registered office shall be duly notified in writing to the other Party.

10.8 Either Party has the right to disengage from this Agreement if:

- (a) After first following the dispute procedure outlined in Article IX, it believes that the partnership is no longer operating in the interest of the organization;
- (b) Breach of Article 6 (Safeguarding provisions);
- (c) Breach of Article 7 (PSEA Policy provisions); or
- (d) In accordance with Article VIII (Misuse of Funds provisions).

In these circumstances reasons for the termination should be provided to the other Party in writing, giving **[insert number]** days notice of termination.

10.9 In the event of unplanned suspension or termination, the Parties agree that an action plan will be developed to ensure the sustainability of any work undertaken so far and limit negative impact on the communities involved in the project.

10.10 In the event of termination other than where Amal Alliance terminates for **PARTNER**’s breach under clause 10.8(b), 10.8(c) or 10.8(d), Amal Alliance agrees to reimburse **PARTNER** for all reasonable costs incurred to execute the project up to the date of termination, including any necessary costs of winding up the project. Reimbursement shall not exceed the total Amal Alliance allocation for the project.

10.11 In the event of suspension, no activities shall continue under the project except those activities necessary to preserve or protect the objectives, outputs, equipment, or works associated with the project and funds may only be expended with the written permission from Amal Alliance. Amal Alliance may reinstate the project at its discretion in consultation with **PARTNER**.

10.12 Certain provisions of this Agreement shall survive its termination to the extent necessary to permit an orderly settlement of accounts between Amal Alliance and **PARTNER**.

ARTICLE XI. USE OF INFORMATION

11.1 Any confidential information or data that is shared by other Parties MUST be treated in confidence and may not be passed to any third party without written permission. This clause will survive termination of the Agreement. The Parties acknowledge that Amal Alliance may need to use personal data (e.g., relating to **PARTNER**'s directors and staff) for the purposes of any legal and regulatory and donor compliance; such as terrorism and money laundering laws and regulations. If such a need arises, Amal Alliance will discuss and agree with **PARTNER** the legitimate use of personal data for such purposes.

11.2 This Agreement does not permit the use of any copyrighted or trademarked materials without the appropriate permissions including for the avoidance of doubt, either Party's name, trademarks or logos, without the written permission of the relevant Party.

11.3 Intellectual property resulting from the collaboration will be owned by the Party generating such intellectual property, or jointly owned where appropriate and as agreed in writing between the Parties. The Parties acknowledge and agree that the intention is that each Party may use each other's intellectual property that is directly attributable to the collaboration, with prior written permission and acknowledgement.

ARTICLE XII. STATUTORY AND LEGAL REQUIREMENTS

12.1 To the fullest extent permissible in law, Amal Alliance will not be liable for any injuries, deaths, losses, or damages caused as a result of **PARTNER**'s activities unless and to the extent caused by Amal Alliance's gross negligence or willful misconduct. To the fullest extent permissible in law, **PARTNER** will not be liable for any injuries, deaths, losses, or damages caused as a result of Amal Alliance's activities unless and to the extent caused by **PARTNER**'s gross negligence or willful misconduct.

12.2 The Parties agree to abide by local and national laws including payment of all taxes and timely submission filing of all statutory requirements and returns as far as they relate to this Agreement. In particular, the Parties shall comply with all applicable laws, regulations, and codes of conduct having the force of law in connection with this Agreement, [insert detail of any relevant local or international laws – e.g., Data Protection legislation, compliance with legal and reporting requirements of government].

12.3 This Agreement shall be governed by and construed in accordance with [country] law and each Party agrees to submit to the exclusive jurisdiction of the courts of [country].

12.4 Where either Party engages any consultant, contractor, subcontractor, adviser, or agent (a “Representative”), the engaging Party will ensure that such Representative is bound by the obligations of this Agreement, relevant laws, and taxes to the extent they apply to the representative in their role on the project.

12.5 Notices. Any notices required to be given under this Agreement either party to the other shall be in writing and shall be transmitted either by (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed to the party to be notified at the following address or to such other address (or person) as such party shall specify by like notice hereunder:

Amal Alliance:

[insert address]

Attention:

PARTNER:

[insert address]

Attention:

The undersigned duly authorized representatives of Amal Alliance and PARTNER have fully agreed to be bound by this Agreement and its annexes. Executed copies of the signature pages of this Agreement exchanged between the Parties, by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights either may have to object to such treatment.

AMAL ALLIANCE

Name: _____

Signature: _____

Title: _____

Date: _____

PARTNER

Name: _____

Signature: _____

Title: _____

Date: _____

In witness whereof the parties hereto have executed this Agreement on the date set forth below.

CLIENT

Name: _____

Signature: _____

Title: _____

Date: _____

CONTRACTOR

Name: _____

Signature: _____

Title: _____

Date: _____

Annex G

Survivor-Centric Protocols for Investigations, Referrals and Corrective Actions

Policy Title: SEA Survivor-Centric Protocols for Referral, Investigation, and Corrective Actions

Policy Objective: Amal Alliance, Inc. has safe, confidential and accessible mechanisms and procedures for personnel, beneficiaries and communities, including children, to report SEA allegations, and ensures that beneficiaries are aware of these (please refer to the Safeguarding Policy, Annex B, for details on Whistleblower and Reporting Policies). The organization has a process for investigation of SEA allegations in place and shall properly and without delay conduct an investigation of SEA by its employees or related personnel or refer to the proper investigative body if the perpetrator is affiliated with another entity. If, after proper investigation, there is evidence to support allegations of SEA, these cases may be referred to national authorities for criminal prosecution. Amal Alliance, Inc. has a system to promptly refer SEA survivors to available services, based on their needs and consent. Finally, Amal Alliance will take appropriate corrective action to reduce the risk of any further incidence of SEA to the fullest extent possible.

Targeted Audience: All Amal Alliance employees and related personnel.

SEA Investigations Protocol

Amal Alliance is committed to establishing a detailed procedure to ensure investigations of SEA allegations follow due process and protect the safety and rights of those involved, including survivors, witnesses and alleged perpetrators. We also ensure that investigations are survivor-centered, respecting survivors' rights to safety, confidentiality, respect and non-discrimination.

The steps to be taken in the event of a credible SEA allegation would include the following :

- a) Amal Alliance, Inc. would ensure that appropriate actions are taken regarding staff of implementing partner involved in perpetrating SEA, including termination of the staff contract and/or referral for criminal accountability, if appropriate;
- b) Amal Alliance, Inc. would withhold further cash and/or supply transfers to the implementing partner, if appropriate;
- c) Amal Alliance, Inc. would share information on the allegation with relevant authorities as appropriate, upon a protection risk assessment and in line with informed consent.
- d) Amal Alliance, Inc. would immediately refer the survivor to safe and confidential survivor assistance, including legal assistance, where available, based on their needs and consent, in accordance with the Survivors' Referral Protocol described below.

Amal Alliance, Inc. will first establish a process of internal review for all allegations, and decide on next steps, including the need for an investigation and/or referral to local law enforcement authorities (where appropriate as determined by the organization and when possible, the survivor)⁹; immediate consequences for the alleged perpetrator in terms of their work (e.g. suspension, change of job responsibilities); assistance for survivors and others; and communication with the parties involved, partners and others. Some criteria for making decisions regarding the investigation process include the nature of the abuse (i.e. breach of Amal's Code of Conduct/national criminal law), reliability of source(s) of allegation, availability of hard evidence (e.g. photographs), and risk(s) for the survivor(s) associated with the investigation process. Amal Alliance, Inc. will keep a record explaining the rationale for their course of action; this is particularly useful if we decide to revisit the case at a later stage.

Given the lack of capacity for in-house investigations, Amal Alliance, Inc. has identified a CHS Alliance-approved trainer who is willing to serve as a potential PSEA investigator, in coordination with local child safety experts, in the event that these services are warranted. This contact is committed to ensuring the confidentiality of all involved in the investigations process, and will also act in accordance with the UNICEF Terms of Reference for Investigators of SEA Allegations.

SEA Survivors' Referral Protocol

Amal Alliance, Inc. will provide SEA survivors referrals to available safety and security, immediate medical care (including Clinical Management of Rape, or CMR), dignity kits, legal assistance, mental health and psychosocial support, basic material assistance and socioeconomic empowerment services as well as support for children born as a result of SEA via the Interagency Referral Pathway, in coordination with the UNICEF country offices with whom we work.

Please note that, in keeping with the UNICEF technical note, a survivor has the right to make their own choices. This includes the option of refusing assistance or support at any time, including after they have begun to receive it. They also have the right to access support at a later stage if/when they choose to do so.

⁹ Organizations may choose not to refer a case to local law enforcement if they believe the local context or the country's governance or legal structures are not robust enough to protect the survivor(s) and others involved in the case or even put them in danger. Considerations into whether to report to national law enforcement include the nature of the complaint, wishes of the survivor and his/her capacity to give informed consent, and concerns about the legal/judicial processes in that specific country. In cases where it is determined not to report to local authorities, it is advisable for organizations to consult with a lawyer and keep documentation and evidence to support their decision.

Resources including country-specific contacts as well as detailed descriptions of the protocols for SEA survivors' referrals to available services via the Interagency Referral Pathways in two countries in which Amal Alliance, Inc. has operated can be found via the following URL's:

Turkey:

<https://psea.interagencystandingcommittee.org/location/europe-caucasus-and-central-asia/turkey>

Uganda:

<https://psea.interagencystandingcommittee.org/location/southern-and-eastern-africa/uganda>

A sample of the SEA survivors' referral form can be found on page .

SEA Corrective Actions Protocol

If an allegation of SEA is found to be credible, Amal Alliance will move in a timely manner to implement corrective actions that may include but are not limited to the following:

1. Termination of employment if the perpetrator is an employee of the organization;
2. Termination of contract if the perpetrator is an independent contractor or employee of a partner organization;
3. Referral of case to relevant local law enforcement authorities including the police and/or judicial authorities, and, if the case concerns a child, relevant child protection institutions;
4. Withholding of funds if partner organization fails to abide by PSEA policies and procedures set forth by Amal Alliance;
5. Internal review of policies to identify institutional weaknesses in preventing and responding to SEA; and
6. Site visit and policy review of partner organization to identify institutional weaknesses in preventing and responding to SEA;

Amal Alliance is committed to transparency and will make available the outcome of the investigation and any corrective actions to all parties involved, including the survivor and accused party. As mandated by the UN Protocol on SEA Allegations Involving Implementing Partners, Amal Alliance will promptly provide reports on the outcome of the investigations and, if requested, further evidence to UNICEF. Any information shared will be done so in confidence and accordance with local privacy laws.

SAMPLE REFERRAL FORM

CONFIDENTIAL: Please restrict access to this document and keep it stored safely.

Note: Please share copies of filled out referral forms with the survivor and receiving agency and keep a copy for the organization's internal records and follow-up.

Referring agency	
Agency/org:	Contact:
Phone:	Email:
Location	

Receiving agency	
Agency/org:	Contact:
Phone:	Email:
Location	

Survivor information	
Name:	Phone:
Address:	Age:
Sex	Nationality:
Language:	ID number
If survivor is a minor (under 18)	
Name of primary caregiver:	Relationship to child:
Contact information for caregiver:	Is child separated or unaccompanied? c Yes c No
Caregiver is informed about referral? c Yes c No (If no, explain)	

Background Information/Reason for referral and services already provided
--

<p>Has the survivor been informed of the referral? c Yes c No (If no, explain below)</p>	<p>Has the survivor been referred to any other organization? c Yes c No (If yes, explain below)</p>

Services requested		
c Mental Health Services	c Protection Services	c Shelter
c Psychosocial Support	c Legal Assistance	c Material Assistance
c Social Services	c Education	c Nutrition
c Medical Care	c Livelihood Support	c Support for children born as a result of SEA
<p>Please explain any requested services:</p> 		

Consent to release information. (Read with survivor/ caregiver and answer any questions before s/he signs below. Sign on behalf of survivor/caregiver if consent is given verbally and survivor/caregiver cannot sign.)

I, _____(survivor name), understand that the purpose of the referral and of disclosing this information to _____(name of receiving agency) is to ensure the safety and continuity of care among service providers seeking to serve the client. The service provider, _____(name of referring agency), has clearly explained the procedure of the referral to me and has listed the exact information that is to be disclosed. By signing this form, I authorize this exchange of information.

Signature of responsible party (survivor or caregiver if a child):

Date (DD/MM/YY):

Details of Referral

Any contact or other restrictions? Yes No (If yes, please explain below)

Referral delivered via: Phone (emergency only) E-mail Electronically (e.g., App or database) In Person

Follow-up expected via: Phone E-mail In Person. By date (DD/MM/YY):

Information agencies agree to exchange in follow up:

Name and signature of recipient:

Date received (DD/MM/YY):
