

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and retroactively authorizing the County Mayor to execute a Partnership Agreement between the International Rescue Committee, Inc., and Miami-Dade County, through the Miami-Dade Police Department, for the implementation of the "Miami Dade Labor Trafficking Alliance"; and authorizing the County Mayor to exercise the provisions contained therein

Resolution No. R-253-24

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Community Safety, Security & Emergency Management Committee.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: April 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Terms and Retroactively Authorizing the Execution of a Partnership Agreement Between the International Rescue Committee, Inc. and Miami-Dade County

Executive Summary

This item approves the terms of and retroactively authorizes the County Mayor or County Mayor's designee to execute a Partnership Agreement (Agreement), attached to the resolution and labeled as Exhibit A, between the International Rescue Committee, Inc. (IRC), and Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), for a term that began on December 15, 2021, and will expire on December 14, 2024, unless terminated earlier. The Agreement outlines each party's respective skills and responsibilities related to the implementation of the "*Miami Dade Labor Trafficking Alliance*" (Project), and establishes terms and conditions required for the MDPD's receipt of funding from the IRC in an amount not to exceed \$361,545.66. The Project was memorialized through the Miami-Dade Board of County Commissioner's (Board) adoption of Resolution No. R-204-22, authorizing the execution of a Memorandum of Understanding (MOU) between the IRC, the Coalition of Florida Farmworkers Organizations, and the County, through the MDPD (Parties).

Despite the existing MOU between the Parties, the IRC is requiring the MDPD to execute Exhibit A. Since Resolution No. R-204-22 does not authorize the County Mayor or County Mayor's designee to execute future contracts with the IRC, the MDPD requests the authority to enter into the Agreement with IRC.

Recommendation

It is recommended that the Board approve the attached resolution approving the terms of and retroactively authorizing the County Mayor or County Mayor's designee to execute the Agreement between the IRC and the County, through the MDPD, to further outline the Parties' responsibilities for the purpose of the Project. It is further recommended that the County Mayor or County Mayor's designee be authorized to exercise the termination provision, and execute amendments, provided that such amendments do not alter the purpose of the Agreement.

Scope

The impact of this item is Countywide.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute the Agreement with IRC, that began on December 15, 2021, and will expire on December 14, 2024, unless terminated earlier. The Agreement further outlines the Parties' respective skills and

responsibilities for the purpose of the Project described herein. The County Mayor or County Mayor's designee is further authorized to exercise the termination provision contained therein, and to execute amendments, provided that such amendments do not alter the purpose of the Agreement.

Fiscal Impact/Funding Source

This item will not create a negative fiscal impact.

Track Record/Monitor

Assistant Director Gustavo Knoepffler of the MDPD's Fiscal & Departmental Services will manage the Agreement.

Background

On March 1, 2022, the Board approved Resolution No. R-204-22, authorizing the execution of an MOU between the IRC and the County, through the MDPD, that outlined the responsibilities and actions required to identify and assist victims of human trafficking and to identify, disrupt, and dismantle criminal organizations involved in the victimization of individuals in labor trafficking, both domestic and international. The MOU also provided the MDPD with funding from the IRC in an amount not to exceed \$361,545.66.

On September 7, 2022, the IRC presented the MDPD with the Agreement attached to the resolution and labeled as Exhibit A, further outlining the Parties' respective skills and responsibilities related to the implementation of the Project. Since Resolution No. R-204-22 does not authorize the County Mayor or County Mayor's designee to execute future contracts with the IRC, the MDPD desires the authority to execute Exhibit A so it can fulfill its contractual duties related to the mission of the Project, which is to identify and assist victims of human trafficking and to identify, disrupt, and dismantle criminal organizations involved in the victimization of individuals in labor trafficking, both domestic and international.



James Reyes
Chief of Public Safety



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
4-2-24

RESOLUTION NO. _____ R-253-24

RESOLUTION APPROVING THE TERMS OF AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A PARTNERSHIP AGREEMENT BETWEEN THE INTERNATIONAL RESCUE COMMITTEE, INC., AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR THE IMPLEMENTATION OF THE "MIAMI DADE LABOR TRAFFICKING ALLIANCE"; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of the Partnership Agreement ("Agreement"), attached hereto as Exhibit A and made a part hereof, between the International Rescue Committee, Inc. ("IRC"), and Miami-Dade County, through the Miami-Dade Police Department ("MDPD"), for the purpose of outlining the parties' respective skills and responsibilities related to the implementation of the "*Miami Dade Labor Trafficking Alliance*," for a term that began on December 15, 2021, and will expire on December 14, 2024, unless terminated earlier.

Section 2. Retroactively authorizes the County Mayor or County Mayor's designee to execute Exhibit A.

Section 3. Authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein, including termination and amendment provisions, provided that such amendments do not alter the purpose of the Agreement.

The foregoing resolution was offered by Commissioner **Sen. René García**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of April, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



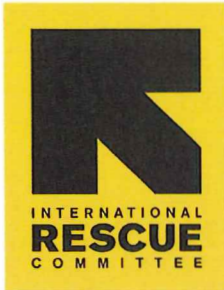
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano-Zapata



PARTNERSHIP AGREEMENT

By and Between

International Rescue Committee, Inc.

and

Miami-Dade County, a political subdivision of the
State of Florida, by and through the
Miami Dade Police Department

This **Partnership Agreement** is entered into by and between International Rescue Committee, Inc. (hereinafter "**IRC**"), a non-profit organization headquartered at 122 East 42nd Street, New York, NY 10168 with offices in Miami located at 2400 S. Dixie Highway, Miami, Florida 33133, and Miami-Dade County, a political subdivision of the State of Florida, by and through the Miami Dade Police Department (hereinafter "**MDPD**" or "**the Partner**"), with main offices located at 9105 NW 25th Street, Doral, FL 33172, hereinafter collectively, the "**Parties**."

WHEREAS, the IRC has been provided funding from Howard G. Buffett Foundation (the "**Donor**") for the implementation of the project entitled "*Miami Dade Labor Trafficking Alliance*" (the "**Project**" or "**Action**") for a period of 36 months subject to the Donor's Terms of the Grant, attached hereto as Annex A; and

WHEREAS, on December 15, 2021, IRC and the Partner entered into a Memorandum of Understanding regarding the Project, which outlines the responsibilities and action required to identify and assist victims of human trafficking and to identify, disrupt, and dismantle criminal organizations involved in victimization of individuals in labor trafficking, both domestic and international; and

WHEREAS, IRC and the Partner are entering into this Partnership Agreement which further outlines their respective skills and responsibilities for the purpose of the Project and takes precedence over Section VIII of the Memorandum of Understanding,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. TERM AND DURATION

The period of performance for this Partnership Agreement is for the 36-month period, that began on 12/15/2021 and ends on 12/14/2024, pursuant to Section 22 of the Partnership Agreement, or until all final reporting requirements, including audits are approved by the IRC and/or the Donor, or, extended by mutual written agreement.

2. HIERARCHY OF TERMS AND CONDITIONS

- a. This Partnership Agreement is comprised of the terms and conditions set out in the main body hereof and the following documents attached thereto:

Annex A: Donor's Terms of the Grant

- b. In addition, the following documents, attached hereto as schedules and forming part hereof, complete the terms and conditions of this Partnership Agreement by providing specific information related to the Project.

Schedule A: Scope of Work of the Partner
Schedule B: Budget of the Partner
Schedule C: The IRC Way: Our Standards for Professional Conduct
Schedule D: IRC's Child Safeguarding Policy
Schedule E: IRC's Adult Safeguarding Policy
Schedule F: Monitoring Schedule

- c. Special Conditions: none.
- d. Nothing in this Partnership Agreement is intended to contradict the terms of the Donor's Terms of the Grant (Annex A). Any inconsistency between the different parts of this Partnership Agreement and the Donor's Terms of the Grant (Annex A) shall be resolved by giving precedence in the following order: (a) the Donor's Terms of the Grant as set forth in Annex A inclusive of any Donor rules and regulations therein; and (b) the terms and conditions of this Partnership Agreement.
- e. It will be the Partner's responsibility to ensure that its respective grant amount is managed in compliance with the Donor's regulations as set out in the Donor's Terms of the Grant (Annex A).

3. RELATIONSHIP OF PARTIES

For the purposes of this Partnership Agreement, the relationship between IRC and the Partner is solely that of independent parties collaborating for the implementation of the Project. Each party is not and will not become an employee, partner, agent, or principal of the other party while this Partnership Agreement is in effect. IRC and the Partner are not engaged in, and nothing herein shall be deemed to create an employer-employee relationship or partnership pursuant to any other applicable general or limited partnership law, joint venture, or agency contract of any kind. Neither IRC nor the Partner has authority to create any obligations, expressed or implied, on behalf of the other.

4. AMOUNT OF PARTNERSHIP AGREEMENT, OBLIGATED AMOUNT AND PAYMENT

- a. In consideration of the Partner carrying out its respective activities for implementation of the Project as described in Schedule A - Scope of Work (attached hereto), IRC will make available the funding for the activities over the term of this Partnership Agreement.
- b. IRC will make all payments by money transfer in U.S. dollars (USD) to the Partner's bank account, details of which are as follows:

Recipient Bank Name: Wells Fargo Bank

Recipient Bank Address: 420 Montgomery Street, San Francisco, CA 94104

Bank Code: Swift or ABA 121000248 _____

Account Name: Miami-Dade County General Operating Account

Account Number: 2696206696688

- c. Over the term of this Partnership Agreement the total estimated amount of the Project is \$361,545.66 USD ("Project Amount").
- d. IRC hereby obligates the amount of US \$361,545.66 (USD *Three hundred sixty-one thousand five hundred forty-five dollars and sixty-six cents* only) for the period from 12/15/2021 to 12/14/2024 for the purposes of this Partnership Agreement ("Obligated Amount").
- e. IRC shall not be liable for reimbursing the Partner for any costs in excess of the Obligated Amount. All funds shall be expended pursuant to and as per the approved budget.
- f. Future obligations of funds, if any, up to the Project Amount shall be affected by written modifications to this Partnership Agreement.
- g. Payments will be made on a reimbursement basis within 30 days of approval of the most recent financial report.
- h. IRC can withhold or request return of reimbursement payments if objectives of the scope of work are not met without satisfactory explanation.

- i. If expenditures incurred under this Partnership Agreement are made in currencies other than US dollars, the exchange rate to the US dollar used for reporting expenditure should be based on an exchange rate system agreed with IRC. The Partner must consistently use the same method throughout the validity period of this Partnership Agreement.
- j. The request for reimbursement should be made by Fiscal Administrator of the Partner and directly addressed to:

IRC Finance Director— Atlanta
Nadine.umuhire@rescue.org
2305 Parklake Drive, Suite 100, Atlanta, GA 30345

and to:

IRC Safety & Protection Manager – Miami
Florescia.dominguez@rescue.org
2400 S. Dixie Highway, Miami, Florida 33133

- k. All funding, including the obligated amount, is subject to continued availability of funding to IRC from the Donor, satisfactory progress and completion of deliverables outlined in this Partnership Agreement, and continued relevance to IRC's program. Notification regarding changes to the continued availability of funding shall be sent to the Partner as soon as practicable, but in any event no later than 10 days after the IRC learns of or determines any changes. The Partner will reimburse IRC any overpayment or erroneous payment made by IRC or the Donor within 30 days of receiving the request from IRC.
- l. IRC reserves the right to withhold final payment until after the Partner's final Technical Programme and Financial reports are received and approved by IRC and the Donor.
- m. Reserved.

5. USE OF FUNDS AND OTHER SOURCES

- a. The Partner shall use the funds and other resources (material and non-material) provided under the Partnership Agreement only for the specific purposes identified in Schedule A – Scope of Work of the Partner. Funding for this project will not be used to meet the costs of any other expenditure.
- b. Only expenditures for reasonable, approved, and documented costs as identified in the budget as described in Schedule B - Budget of the Partner are allowable. All expenditures must be incurred during the term of the Partnership Agreement to be allowable.
- c. No funds provided under this Partnership Agreement will be used for any activity that does not directly contribute to the successful Project outcomes, as detailed in Schedules A and B.
- d. The Partner agrees to cover any expenditure finally determined to be not allowable by IRC or the Donor based upon a finding that such expenditure failed to comply with a provision of the Partnership Agreement.
- e. The Partner agrees to reimburse IRC funds in an amount or amounts, net of transfer costs, sufficient to cover any funds advanced by IRC in excess of the expenditure accepted and allowed by the Donor or IRC.
- f. The Partner is solely liable for any costs which exceed its portion of the approved total budget, as described in Schedule B - Budget of the Partner. Any request for additional funding shall follow the guidance found in Section 15, Written Approval.
- g. Unallowable costs, direct or indirect, include but are not limited to the following examples: advertising, bad debts, contingencies, entertainment, fines, penalties, interest, fund raising, investment, management cost, losses on other awards, taxes, etc.

- h. Any funds provided under the Partnership Agreement which are exchanged to local currency must be exchanged at the best available rate through the channels authorised by applicable laws and regulations. Transactions must be verified through bank receipts or other documents or publications sufficient to demonstrate the legality of such transactions.
- i. At the expiry of this Partnership Agreement, the Partner shall report to IRC on the amount of all unspent funds (if any) provided by IRC. The Partner will be required to submit a final financial report and to refund all unspent funds (if any) under the Partnership Agreement to IRC within 30 days after completion of the Project, or expiry of the Partnership Agreement, whichever shall be earlier.
- j. The Partner shall not sub-grant any funds and/or responsibilities to any Implementing Partner(s). For the avoidance of doubt, this does not include vendors/procurement, which are governed by Section 13 below.

6. FINANCIAL RECORDS

- a. The Partner shall maintain separate and accurate books, records, documents, and financial records relating to the Project in accordance with Generally Accepted Accounting Principles (GAAP) so that payments received, and expenditures made under the Partnership Agreement can be readily identified. Financial records that are supported by documentation will, at a minimum, be adequate to show all costs incurred, and the overall progress of the Project.
- b. The Partner agrees to maintain all records associated with this Partnership Agreement (including but not limited to the above-mentioned financial records) for a period of at least seven (7) years after the termination of this Partnership Agreement, or to resolve all questions concerning expenditures unless approval has been obtained by the IRC to dispose of the records. If any litigation, claim, or audit is started before the expiry of the seven (7) year period, the records shall be retained until litigation, claims or audit findings involving the records have been resolved.
- c. These records shall include:
 - (i) Records of works, supplies, and services including (A) tendering processes; (B) bids from suppliers; (C) bid analysis and record of final decision; (D) contracts and order forms; (E) invoices and proofs of payment (if supplies come from the Partner's stocks, invoices shall reflect the price paid at the time of purchase); (F) internal derogation approvals where applicable;
 - (ii) Records that clearly identify all stocks, supplies and equipment purchased with the Donor's funds and specify their end usage;
 - (iii) Staff costs including a statement of expenditure on local staff recruited on fixed-term contracts, with details of remuneration paid, duly substantiated by the person in charge locally, broken down by gross salary, social security charges, insurance and net salary, and proofs of payment;
 - (iv) Equipment inventories for any project asset;
 - (v) Any proofs of transfers of equipment, vehicles or supplies to the final recipients of the Project.

7. AUDIT AND ASSURANCE

- a. With prior reasonable notice, the Partner agrees to make available to IRC, the Donor, or any authorised representative all necessary documentation for inspection, review, and audit, including the books of account and other financial records relevant to the Donor's Terms of the Grant (Annex A), this Partnership Agreement, and also documents, papers, and records that are directly pertinent to the Project.
- b. The Partner agrees to allow the Donor and IRC to verify, by examining the documents or by means of on-the-spot checks, the implementation of the Project and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and

any other document relevant to the financing of the Project up to seven (7) years after the final payment under the Partnership Agreement.

- c. To this end, the Partner undertakes to give access to staff or agents of the Donor and IRC, to the sites and locations at which the Project is implemented, including its information systems, as well as all the documents and databases concerning the technical and financial management of the Project and to take all steps to facilitate their work.
- d. The Partner agrees to take appropriate corrective actions on the recommendations contained in any audit report.

8. FINANCIAL REPORTS

- a. The Partner shall submit QUARTERLY Financial Reports, including the full transaction list for the report, to IRC by the 10th business day after the reported period is ended, as per a template to be provided by IRC (each a "Financial Report"). The Partner also agrees to provide other financial reports and information as deemed necessary by IRC or the Donor.
- b. The Partner will make supporting documentation available to IRC for review during finance/compliance monitoring visits that IRC will carry out during the course of the Project (also see section 11 and Schedule F).
- c. The Partner's Financial Report will be analysed on the basis of incurred expenses that are reasonable, allowable, and allocable in accordance with the Donor Terms of the Grant (Annex A).
- d. Failure to complete and submit all required reports by dates due, will delay payment.
- e. All financial reports shall be in USD and submitted electronically to:

IRC Finance Director– Atlanta
Nadine.umuhire@rescue.org
2305 Parklake Drive, Suite 100, Atlanta, GA 30345

and to:

IRC Safety & Protection Manager – Miami
Florencia.dominguez@rescue.org
2400 S. Dixie Highway, Miami, Florida 33133

9. TECHNICAL PROGRAMME REPORTS

- a. The Partner agrees to provide QUARTERLY Technical Programme Reports to IRC by the 10th business day after the end of the reported period (each a "Technical Programme Report") as per the template to be provided by IRC, and other monitoring and programmatic reports and information as may be required by IRC or the Donor.
- b. IRC will be involved in the monitoring of progress towards achievement of objectives during the course of the Project. Monitoring activities will include and are not limited to: on-site visits, sub-award review meetings, and other measures necessary to monitor activities (also see section 11 and Schedule F). IRC will provide written guidance and technical direction as it deems necessary.
- c. Where instances of concern arise, IRC and the Partner shall work to resolve issues together. IRC may produce a corrective plan for the subsequent implementation of the Project to be enacted by the Partner. Failure to address the concerns, improve the situation highlighted and consider the technical direction provided by IRC will be considered as a breach of this Partnership Agreement. IRC may withhold payment if progress targets are not met absent satisfactory explanation or the outstanding issues are not resolved, reports are missing or incomplete, or other deliverables remain unmet, following procedure noted in subsection 4.h.
- d. All technical programme reports shall be submitted electronically to:

International Rescue Committee - Miami
Florencia Dominguez,
Florencia.dominguez@rescue.org

- e. In addition to above-stated technical programme reports, the Partner will immediately notify IRC of any events that may occur that have a significant impact upon the Project, including but not limited to:
 - (i) Any delay, obstruction or event which interferes with or threatens to interfere with this Partnership Agreement. This includes any delay, obstruction or event which damages or is capable of damaging the reputation or integrity of the Donor, IRC, or that of the Project. This also includes any problems or adverse conditions that will materially affect the Partner's ability to attain Project objectives, prevent meeting time schedules and goals or preclude the attainment of work units by established time periods. The disclosure shall be accompanied by a statement of action taken or contemplated, and any IRC assistance requested to resolve the situation.
 - (ii) Favourable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
 - (iii) If any performance review conducted by the Partner discloses the need for changes in the budget, the Partner shall submit a request for a budget revision to IRC.

10. FINAL REPORTS

- a. Final Financial and Technical Programme reports covering the entire implementation period, as provided for in Sections 8 and 9 above, are due within the earlier of 30 days after the completion of the Project, or expiry or early termination of the Partner Agreement.
- b. All reports must be approved by IRC. In the event that IRC requests in writing further information or clarification related to the submitted reports, the Partner shall provide written responses within five (5) working days.

11. MONITORING PLAN

All financial, compliance and programmatic monitoring plans are available in Schedule F of this Partnership Agreement.

12. TITLE TO EQUIPMENT AND SUPPLIES

- a. All items purchased with funds made available under this Partnership Agreement shall vest and must be used solely for the Project implementation.
- b. The Partner will ensure that all goods and services financed either fully or in part from funds provided under this Partnership Agreement will continue to be used for the purpose set out within this Partnership Agreement. In the event of such goods or services being used for other purposes, the Partner must notify IRC immediately and in writing and IRC/the Donor may seek to recover from the Partner the value of the goods and services concerned.
- c. The Partner agrees to provide proper maintenance of all equipment and other property funded by this Partnership Agreement.
- d. The Partner shall propose an appropriate disposal schedule for all assets under this Partnership Agreement in writing to IRC, upon request.
- e. No assets shall be transferred to beneficiaries or third parties without the prior written approval of IRC.
- f. All correspondence regarding the disposition of assets, and other property shall be made directly by IRC to the Donor.
- g. If transfers are approved, the Partner agrees to retain copies of proofs of transfers of items.

13. PROCUREMENT

- a. All procurement by Partner shall be conducted in accordance with Miami-Dade County Implementing Order No. IO 3-38, MASTER PROCUREMENT IMPLEMENTING ORDER.
- b. The Partner should seek an approval from IRC for any expense, which is not included in the Partner's Budget (Schedule B).
- c. The Partner shall make available to IRC all records of procurement activity (including but not restricted to, costs, volumes, suppliers, value for money, savings and efficiencies and procurement documents and minutes of procurement decisions made), upon request from IRC and will facilitate IRC's monitoring of procurement activities during the course of the project.

14. ASSIGNMENT OF RIGHTS/THIRD PARTY AGREEMENTS

This Partnership Agreement will be binding on the parties and their respective successors and permitted assigns. The Partner shall not assign its respective rights or delegate its obligations under the Partnership Agreement (including, for the avoidance of doubt, to Implementing Partners) without IRC's prior written consent. Any attempted assignment by the Partner without such consent will be null and void for all purposes. This Partnership Agreement is not for the benefit of any third parties.

15. WRITTEN APPROVAL

- a. The Partner shall request written approval from IRC in matters related to any of the following:
 - (i) Changing in the scope or objectives of the project and/or a revision of the funding allocated among different objectives;
 - (ii) Additional funding;
 - (iii) Changes to any Implementing Partner / third-party work as detailed in this Partnership Agreement and its Schedules;
 - (iv) The Partner intends to contract or sub-grant any of the work under this Partnership Agreement, and such contracts or sub-grants were not included in the approval in the approve Partner Budget;
 - (v) Making adjustments or realignment of the budget plus/minus 10% of the subheading, as detailed in this Partnership Agreement and its Schedules; and
- b. The following person is responsible to implement this Partnership Agreement on the part of IRC:

Name: Florencia Dominguez
Address: 2305 Parklake Drive, Suite 100, Atlanta, GA 30345
Tel. No.: 786-473-3655

- c. The following person is authorized to negotiate and make commitments on behalf of the Partner:

Name: Director Alfredo "Freddy" Ramirez III or his designee
Address: 9105 NW 25th Street, Doral, FL 33172
Tel. No.: 305-471-3272

16. COMMUNICATIONS WITH DONOR

- a. All formal reports and correspondence to the Donor shall be through IRC.
- b. The Partner shall endeavour to maintain good working relations with the local representatives of the Donor and shall keep IRC informed of ongoing communications with local representatives.

17. VISIBILITY

- a. Any visual communication regarding the Project shall use a common design agreed with IRC.
- b. All publications, videos or other information/media products funded or partially funded through this Partnership Agreement shall state that the views expressed by the author(s) do not necessarily reflect those of IRC or the Donor.

18. TAXES

The Partner is responsible to account for and pay all taxes on services and items paid from their accounts (with funding from this grant) which may legally be due to the relevant governmental authorities. The requesting of any refunds from the local or national revenue authorities by the Partner is the responsibility of the Partner.

19. HEALTH, SAFETY AND SECURITY

The Partner, in collaboration with IRC, will be responsible for all security arrangements for the health, safety and security of individuals and property relating to this Partnership Agreement.

20. CONFLICT OF INTEREST

Neither the Partner nor any individual employed or contracted by the Partner shall engage in any personal, business, or professional activity which conflicts or could conflict with any of their obligations in relation to this Partnership Agreement.

21. INDEMNIFICATION

Each party to this Partnership Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Partnership Agreement, subject to the provisions of section 768.28, Florida Statutes, where applicable. "Assume responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Partnership.

22. SUSPENSION AND TERMINATION

- a. IRC may suspend for a period of time this Partnership Agreement with or without cause, upon thirty (30) days written notice to the Partner. Such notice shall be deemed effective as of the date sent in the manner set forth in Section 33 for the delivery of notices.
- b. In addition to IRC's termination and suspension rights set forth above, IRC may immediately terminate or suspend this Partnership Agreement whenever directed by the Donor by giving written notice to the Partner accompanied by a copy of the notification received by IRC from the Donor. Such notice shall be deemed effective as of the date sent in the manner set forth in Section 33 for delivery of notices or on the date of suspension or termination as specified by the Donor, whichever shall be earlier.
- c. The costs incurred by the Partner from obligations incurred by the Partner after the effective date on which suspension began are not allowable unless IRC expressly authorizes them in the notice of suspension. In the case of termination, no expenses can be charged against funds pursuant to the Partnership Agreement after the effective date of termination.
- d. Upon the effective date of suspension or termination, the Partner shall stop work related to this Partnership Agreement and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from IRC and/or the Donor.
- e. In the event of suspension, the Partner shall promptly return to IRC any unspent cash balance, upon demand from IRC. The Partner also shall, upon demand from IRC, promptly submit a Financial Report and Technical Programme Report as of the date of suspension.
- f. Either party may terminate this Partnership Agreement by giving thirty (30) days written notice.

- g. Notwithstanding any provisions in this Partnership Agreement or other contractual requirements, IRC may terminate this Partnership Agreement with immediate effect, and, for the avoidance of doubt, notwithstanding the standard notice period set forth above, and at the discretion of IRC or the Donor the Partner shall promptly return all, or part of the funds paid under this Partnership Agreement if any of the following occur:
- (i) The Partner directly either repeatedly fails to comply with, or is in material breach of, any of the provisions of this Partnership Agreement and/or the Donor Terms of the Grant (Annex A);
 - (ii) The Partner at any time during this Partnership Agreement goes into liquidation, administration, or other similar process, is dissolved, or enters into any arrangements with its creditors;
 - (iii) The Partner, without the prior consent of IRC/the Donor in writing, assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this Partnership Agreement or any part, share or interest therein;
 - (iv) There is a change in identity or character of the Partner including, but not limited to, through the take-over, merger, change of ownership or control;
 - (v) In the event that the project ceases to be pursued for any reason other than by way of successful completion;
 - (vi) The Partner uses the funds provided under this Partnership Agreement for any purpose other than the purpose provided for;
 - (vii) An event occurs which materially affects, or has the potential to materially affect, the performance of the Partner's obligations as part of this Partnership Agreement;
 - (viii) In the event of actual or suspected fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds;
 - (ix) In the event of actual or suspected sexual exploitation, abuse or harassment;
 - (x) An event occurs which damages, or is capable of damaging, the reputation or integrity of IRC/the Donor or that of the project to which this Partnership Agreement relates.
- h. In the event of withdrawal from or termination of this Partnership Agreement by the Partner, the Partner shall facilitate an orderly transition for the activities under its remittance. The Partner shall provide IRC, or the organization designated by IRC, with a full justification on their withdrawal, as well as all the necessary documentation and information related to the Project, including, but not limited to:
- a Financial Report and Technical Programme Report as of the date of the unilateral termination;
 - detailed work plan and status of implementation;
 - any technical materials necessary for continuing with the implementation of the Project (either developed as part of the Project, or already existing);
 - a list of key external actors, and their contact details, involved or related to the Project; and
 - handover of all equipment and remaining stock purchased under the Project.
- i. Reserved.
- j. Costs resulting from obligations that were properly incurred by the Partner before the effective date of the suspension or termination, and are not in anticipation of it, are allowable.
- k. In the event of termination for non-compliance with the terms of this Partnership Agreement, the Partner may be subject to other legal or administrative remedies, as appropriate.

23. DISPUTE RESOLUTION

- a. In the event of a dispute arising out of or in relation to the terms of this Partnership Agreement, representatives of IRC and the Partner shall meet and endeavour to settle the dispute in an amicable manner through mutual consultation. If such representatives are unable to resolve the dispute in a satisfactory manner within ten (10) calendar days' written notice of a dispute by a party, the dispute shall be resolved by binding arbitration at the request of either party.

Upon receipt of written notice by either party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this Arbitration Agreement, such arbitration shall be conducted in accordance with the then prevailing arbitration rules of the International Chamber of Commerce Court of Arbitration. Arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Partnership Agreement. A decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party.

24. COMPLIANCE WITH THE LAW

- a. The Partner will at all times comply with all applicable legislation, regulations and rules both in the countries they are registered and operating in. The Partner will comply with their reporting obligations to relevant national and international bodies.
- b. The Partner agrees that all activity supported by funds under this Partnership Agreement, adheres to and meets all Internal Revenue Service-established guidelines, rules, and regulations.
- c. The Partner acknowledges that neither the IRC nor the Donor has designated or earmarked any part of the funds under this Partnership Agreement:
 - (i) for facilitating and/or publishing propaganda or attempting to influence legislation (within the meaning of U.S. Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations, including state, federal or foreign legislation;
 - (ii) to influence the outcome of any specific public election of any candidate for public office; or
 - (iii) to carry on, directly or indirectly, any other activity that is prohibited by a public charity.
- d. The Partner agrees that no funds provided under this Partnership Agreement will be used for the purposes of lobbying or any other attempt to influence a government organization.

25. ANTI-TERRORISM COMPLIANCE

- a. The Partner is reminded that UN and U.S. laws and executive orders prohibit transactions with and the provisions of resources and support to individuals and organizations associated with terrorism. The Partner shall bear responsibility for ensuring compliance with these laws, sanctions, and executive orders.
- b. The Partner shall ensure compliance with applicable anti-corruption laws and provisions, including, but not limited to the U.S. Foreign Corrupt Practices Act 1977.
- c. Signing of this Partnership Agreement certifies that the Partner is in compliance with US Executive Order No. 13224, USA Patriot Act (Public Law Pub. L. 107-56) and all U.S. laws that prohibit transactions with individuals and organizations associated with terrorism and the Partner has conducted all necessary and required searches for individuals and organizations that it may provide financial, material, technical, and/or operational support.
- d. Where further partnering and/or sub-granting to Implementing Partner(s) is permitted under Schedules A and B, these provisions (25 (a) - (c)) must be included in all agreements with Implementing Partners.

26. CODE OF CONDUCT

The Partner agrees to comply with the principles of *The IRC Way: Our Standards for Professional Conduct*, attached hereto as Schedule C.

27. COMPLIANCE WITH THE IRC'S CHILD SAFEGUARDING POLICY AND ADULT SAFEGUARDING POLICY

- a. The Partner undertakes to guarantee the professional skills of staff working with beneficiaries and is committed to inform them of their responsibility to respect and comply with the IRC's Child Safeguarding Policy (Schedule D) and Adult Safeguarding Policy (Schedule E).
- b. The Partner agrees to take a zero-tolerance approach to safeguarding violations being committed by its staff, consultants, contractors, volunteers, interns, suppliers, vendors, sub-grantees/partners,

and implementing partners (collectively referred to as "Staff"). The Partner commits to taking all necessary actions to prevent and respond to safeguarding violations suspected or reported.

- c. Staff engaged on the Action "Miami Dade Labor Trafficking Alliance" are prohibited from engaging in sexual relationships with beneficiaries or other vulnerable persons. Sexual activity with children (defined according to the Convention on the Rights of the Child (CRC) as all persons under the age of eighteen) is strictly prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence. Mistaken belief about consent for sexual activities is also not a defence.
- d. Staff will not engage in child marriage, female genital mutilation, or other traditional or socially accepted practices. Staff will not engage in payment for sexual activities or acts, regardless of whether it is legal in the jurisdiction where this occurs.
- e. Staff must never abuse his/her power or position in the delivery of humanitarian assistance, neither through withholding assistance nor by giving preferential treatment. Requests/demands for payment, privilege, or any other benefit, including sexual favours or acts, are strictly prohibited.
- f. Staff of the Partner are prohibited from engaging in any forms of intimidating, humiliating, degrading or aggressive behaviour towards beneficiaries, whether this is verbal or physical.
- h. The Partner and its Staff shall not be involved in, promote, or fail to disclose the production or activities involving harmful forms of exploitation or child labour.
- i. At all times Staff of the Partner must treat beneficiaries with respect, humanity, and dignity.
- j. The Partner agrees to establish and maintain a reporting system to report cases of abuse or exploitation by Staff. These provisions must be confidential and accessible by all beneficiaries and Staff.

28. REPORTING OF ALLEGATIONS OF MISCONDUCT

- a. The Partner will advise the IRC Ethics and Compliance Unit within 24 hours of receiving any allegations of misconduct relating to this Partnership Agreement and involving: any misappropriation or diversion of funds, fraud, corruption, bribery, theft, other misuse of funds, conflict of interest, abuse or exploitation of beneficiaries, sexual harassment, human trafficking, terrorist financing and any potential violations of law, received by the Partner. To report an issue, access the IRC's Ethics Hotline at <http://www.rescue.org/page/ethics-hotline-report-issue> or send an email to: integrity@rescue.org. All reports come directly to IRC's Ethics and Compliance.
- b. Both the Partner and IRC will fully cooperate as permitted under Florida law with any investigation into such events, whether led by the Donor, the IRC, or the Partner.

29. INTELLECTUAL PROPERTY

All intellectual property rights in all material (including, but not limited to, reports, data, and designs, whether or not electronically stored) produced by IRC, IRC and the Partner together, or by the Partner, with their personnel, members, or representatives in the course of undertaking the Project ("Materials") will be the property of IRC. Any Materials, excluding confidential client or case information, may be made available by IRC for public benefit with prior Donor approval and cannot be used for personal or commercial financial gain.

30. FORCE MAJEURE

- a. Neither IRC nor the Partner shall be liable if it is unable to continue, complete or otherwise perform its duties under the Partnership Agreement as a result of war, riot, civil unrest, rebellion or other disturbance, epidemic, quarantine restrictions, labour disputes, embargoes, or acts of nature or acts of any government, which acts or events preclude continuation or completion of the Project ("Force Majeure").
- b. In case of suspension of its activities because of a Force Majeure, the Partner and IRC will immediately inform each other.

31. NON-LIABILITY

- a. IRC shall not, in any circumstance or for any reason, be held liable for loss or damage sustained or caused by the Partner, its personnel or third parties employed in the course of implementing the Project, unless the loss or damage is due to an act or omission of IRC.
- b. Neither IRC nor the Donor assumes liability for any third-party claims for damages arising out of the Partner's share of funds pursuant to this Partnership Agreement and the Donor Terms of the Grant (Annex A).

32. AMENDMENT; WAIVER

Subject to Section 22 b., this Partnership Agreement may not be amended or modified, except in writing, signed by both Parties hereto. The failure of IRC to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Partnership Agreement, or to otherwise exercise any right or remedy under this Partnership Agreement or otherwise, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or of the future exercise of such right or remedy, but rather the obligation of the Partner with respect to that future performance will continue in full force and effect.

33. NOTICES

Any notice or communication given by IRC, or the Partner shall be in writing and sent to the following addresses:

IRC Miami
2305 Parklake Drive, Suite 100, Atlanta, GA 30345
Attn: Florencia Dominguez

Miami-Dade Police Department
9105 NW 25 Street, Miami, Florida 33172
Attn: Grisleem Casas

34. CONFIDENTIALITY

The Partner and its employees and agents understand that under this Partnership Agreement IRC may disclose, and such parties will hold in confidence and not disclose, distribute, sell, copy, share or otherwise use, IRC's "Confidential Information," which includes but is not limited to (a) files, donor or beneficiary information, records, drawings, specifications, equipment, and similar items relating to operations of IRC, and (b) any information that is (i) clearly and conspicuously marked as "confidential" or with a similar designation; (ii) identified by IRC as confidential and/or proprietary before, during, or promptly after presentation or communication; or (iii) disclosed to the Partner in a manner in which IRC reasonably communicated, or the Partner should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. Upon completion of its performance under or termination of this Partnership Agreement, the Partner will return to IRC all Confidential Information, and any copies thereof. In the event that Florida law requires the partner to disclose any confidential information, the Partner will notify IRC in advance of what confidential information may be necessary to share under the law, and the Partner and IRC will work in good faith towards a solution to provide the information as required by law.

35. MISCELLANEOUS

- a. Severability; Survival. If any provision of this Partnership Agreement is determined to be invalid, void, or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect. All provisions that logically ought to survive termination of this Partnership Agreement shall survive.
- b. Entire Agreement. This Partnership Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

- c. Remedies; Ambiguities. The remedies accorded to the parties by this Partnership Agreement are in addition to, and not in lieu of, all other remedies to which the parties may be entitled at law or in equity. Each Party has participated fully in the review and revision of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
- d. Counterparts. This Partnership Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Partnership Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Partnership Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Partnership Agreement as of the date first above written.

For and on behalf of IRC, Inc.:

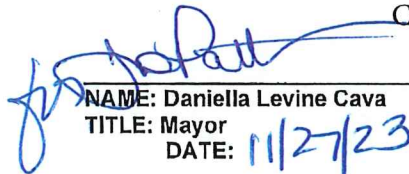


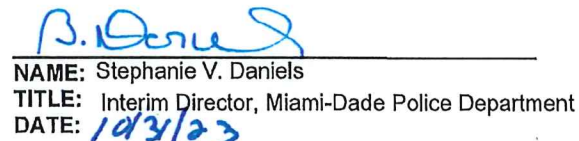
NAME: Oscar Raposo
TITLE: Chief Financial Officer
DATE: 6/29/2023

For and on behalf of Miami-Dade County.

JD Patterson

Chief of Preparedness and Forensics


NAME: Daniella Levine Cava
TITLE: Mayor
DATE: 11/27/23


NAME: Stephanie V. Daniels
TITLE: Interim Director, Miami-Dade Police Department
DATE: 10/31/23

ATTEST:

Juan Fernandez-Barquin
County Clerk
Miami-Dade County, Florida
Anthony Lavadie - e302751

Deputy Clerk

11/27/2023
Date



AS TO FORM AND LEGAL SUFFICIENCY:


NAME: Anita Viciano-Zapata
TITLE: Assistant County Attorney
DATE: 11/22/2023

Annex A: Donor Terms of the Grant



Terms and Policies -
IRC Miami.pdf

[End of Annex A]

Schedule A: Scope of Work of the Partner



OP369 Scope of
Work MDPD.docx

[End of Schedule A]

Schedule B: Budget of the Partner



MDPD BUDGET.xlsx

[End of Schedule B]

Schedule C: The IRC Way: Our Standards for Professional Conduct



IRC Way Code of
Conduct.pdf

[End of Schedule C]

Schedule D: Child Safeguarding Policy



Child Safeguarding
Policy 2020.pdf

[End of Schedule D]

Schedule E: IRC's Adult Safeguarding Policy



Adult Safeguarding
Policy 1.pdf

[End of Schedule E]

Schedule F: Monitoring Schedule



Monitoring
Schedule.xlsx

[End of Schedule F]

THE HOWARD G. BUFFETT FOUNDATION

TERMS OF THE GRANT

The following terms govern the agreement between HGBF and Grantee:

- a) HGBF's disbursement of payment is contingent upon Grantee compliance with all terms and conditions of this grant agreement and HGBF's policies contained herein.
- b) The transfer of any cash may only be used in support of the activities described in the Grantee's proposal approved by HGBF. Any income earned from any investment of the grant funds and all funds not used for the purposes of the grant within the grant period shall be governed pursuant to HGBF policies.
- c) HGBF may terminate this grant agreement at any time for convenience by written notice to Grantee. Grantee will return all unspent and uncommitted funds including accumulated interest, as soon as possible and no later than thirty (30) days after the effective date of termination. In addition, all refunds from other contractual parties shall be returned to HGBF promptly upon receipt. The Grantee may terminate this grant agreement for reason of material breach by HGBF if the breach remains uncured thirty (30) days after written notice to HGBF of the specific nature of the material breach.
- d) By signing this agreement, Grantee acknowledges that HGBF has not designated or earmarked any part of the grant funds (a) for facilitating and/or publishing propaganda or attempting to influence legislation (within the meaning of U.S. Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations; these provisions include state, federal or foreign legislation); (b) to influence the outcome of any specific public election of any candidate for public office or (c) to carry on, directly or indirectly, any other activity that is prohibited by a public charity.
- e) The Grantee agrees to maintain adequate records for the Project to enable HGBF to easily determine how the grant funds were expended for up to three (3) years after the termination of the Grant Agreement. The Grantee also agrees to make the books and records available for inspection by HGBF or its designee at reasonable times and to permit HGBF to monitor and conduct an evaluation of operations under this grant, which may include: upon advance notice, a visit by our personnel or our designee to observe your organization, a discussion of the Project with your organization's staff, and a review of financial and other records connected with this grant and the Project.
- f) The Grantee may determine that, in carrying out the project funded in part by this grant, there will be an attempt to influence governmental action. In the event that the Grantee uses any of the proceeds of the grant to influence a government organization for the specific purpose of the grant, the Grantee may have lobby reporting requirements under the laws of a particular state; note further that state law may include influencing state administrative agencies within the definition of lobbying. It is the responsibility of the Grantee to comply with any applicable lobby reporting requirements or other laws governing the content of this section.
- g) The Grantee shall immediately notify HGBF of any organizational changes during the term of the grant that may impact the implementation or the results of the project, including, but not limited to, **changes in key personnel in the project**, key personnel of the Grantee's organization, changes in tax status, or other substantive changes in the project or the organization which could impact the project. **Based on any of these changes and at the sole discretion of the HGBF, the grant may be terminated immediately and the funds will be returned to HGBF in accordance with (c) above.**

- h) Grantee agrees to comply with all provisions of the USA Patriot Act (Public Law Pub. L. 107-56) and in doing so, will not provide material to support any person or entity that engages in violent or terrorist activities.
- i) Grantee is permitted to publicly acknowledge the amount and purpose of the HGBF grant but cannot use the HGBF name for fundraising purposes and is required to obtain permission from the HGBF in writing if it wishes to use the HGBF name or HGBF logo for any other reason other than for purposes of public acknowledgement. Grantee is required to forward a copy of any public acknowledgement to HGBF for our records.
- j) Grantee will comply with HGBF Reporting Requirements as detailed herein and as directed by HGBF.
- k) Budgets approved by HGBF will not exceed ten (10) percent overhead. Overhead is defined as indirect cost recovery that is not a cost associated with a specific budget line item in a project.
- l) All grant funds or interest earned on HGBF grant funds must be used in a manner that is consistent with the United States Internal Revenue Service regulations and the laws of the United States Government. It is the obligation of the Grantee to understand these regulations and laws.
- m) Grantee agrees to conduct all activities related to its use of the grant funds in compliance with all applicable U.S. export controls and trade sanctions laws and regulations.
- n) All intellectual property and/or research created through the support of an HGBF grant, excluding confidential client or case information, must be made available for public benefit with prior HGBF approval and cannot be used for personal or commercial financial gain.

SCOPE OF WORK

The **Miami-Dade Police Department** will be responsible for conducting proactive investigations, lead trainings, and participating in outreach events with the aim of identifying labor trafficking victims within the agricultural sector and in other fields in the South-Dade area of Miami-Dade County, including, but not limited to, the following activities:

- Work in collaboration with other local law enforcement agencies to ensure victims are identified and referred for appropriate services.
- Provide technical assistance to law enforcement agencies to increase their knowledge of labor trafficking.
- Work in collaboration with law enforcement agencies to increase public's trust.
- Coordinate with Miami-Dade Police Department (MDPD) as the lead law enforcement agency of the coalition, and coordinate with additional law enforcement agencies on investigations deriving from Miami-Dade as necessary.
- Conduct 6 multi-disciplinary trainings to law enforcement agents and professionals from multiple jurisdictions (local, municipal and federal) (2 per year).
- Participate in 6 joint community outreach events (2 per year).
- Participate jointly in 12 (1 quarterly) community events across the geographical area of service, focusing efforts across agricultural fields, factories, food, processing facilities, and residential neighborhoods where agricultural workers are prominent.

Law Enforcement Costs		Year 1					
MDPD Unit	LAW ENFORCEMENT OFFICER	Hourly Rate	OT Rate	Hours/Year	Sub-total	Fringe Benefits	TOTAL
HT/VC	Grisleem Casas, Lieutenant	\$ 58.04	\$ 87.05	96	\$ 8,357.19	\$ 2,803.00	\$ 11,160.19
HT	David Quintas, Sergeant	\$ 47.75	\$ 71.63	120	\$ 8,595.43	\$ 2,882.91	\$ 11,478.34
HT	Jessica Barriel, Detective	\$ 43.25	\$ 64.88	120	\$ 7,785.09	\$ 2,611.12	\$ 10,396.20
HT	Chaz Felder, Detective	\$ 42.20	\$ 63.30	120	\$ 7,595.74	\$ 2,547.61	\$ 10,143.35
HT	JohnPaul Valentin, Detective	\$ 41.32	\$ 61.98	120	\$ 7,437.81	\$ 2,494.64	\$ 9,932.45
VC	Nicole Donnelly, Sergeant	\$ 54.58	\$ 81.87	90	\$ 7,368.08	\$ 2,471.25	\$ 9,839.33
VC	Carolina Zapata, Sergeant	\$ 47.87	\$ 71.80	90	\$ 6,462.15	\$ 2,167.41	\$ 8,629.56
VC	Ricardo Siverio, Detective	\$ 43.12	\$ 64.68	48	\$ 3,104.62	\$ 1,041.29	\$ 4,145.91
VC	Aylyn Garcia, Detective	\$ 42.26	\$ 63.38	48	\$ 3,042.38	\$ 1,020.41	\$ 4,062.80
VC	Enrique Suarez, Detective	\$ 43.24	\$ 64.85	36	\$ 2,334.70	\$ 783.06	\$ 3,117.75
VC	Alberto Roque, Detective	\$ 40.38	\$ 60.58	36	\$ 2,180.77	\$ 731.43	\$ 2,912.20
VC	Charles Woods, Detective	\$ 44.12	\$ 66.18	36	\$ 2,382.57	\$ 799.11	\$ 3,181.68
VC	Kevin Rodriguez, Detective	\$ 38.74	\$ 58.11	36	\$ 2,092.11	\$ 701.69	\$ 2,793.80
VC	Nicole Del Rio, Detective	\$ 35.25	\$ 52.88	36	\$ 1,903.76	\$ 638.52	\$ 2,542.28
							\$ 94,335.85

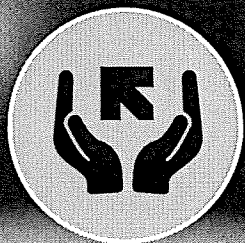
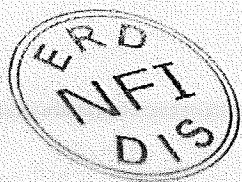
NOTE: HT = Human Trafficking Unit, VC = Vice and/or Cargo Unit

NOTE: Hourly rate x 1.5 = Overtime (OT) rate

NOTE: 33.54% Fringe Benefits breakdown for Law Enforcement Officers = 6.2% FICA, 1.45% MICA, and 25.89% Retirement

Programmatic Costs	Cost
Training and Outreach Development/Implementation	\$ 6,417.13
Professional Development for Labor Trafficking	\$ 4,500.00
Outreach Materials/Supplies	\$ 6,000.00
Travel for Investigations, Conferences, Site Visits	\$ 4,500.00
	\$ 21,417.13

YEAR 1 TOTAL
\$ 115,752.98



The IRC Way

INTEGRITY | SERVICE | ACCOUNTABILITY | EQUALITY

Our Standards of
Professional Conduct

MDC031

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Leadership Message

Dear Colleagues:

**I am pleased to share with you
The IRC Way: Our Standards for Professional Conduct.**

The IRC Way has long stood as our Code of Conduct, describing our four core values of **Integrity, Service, Accountability and Equality** and the undertakings that flow from them. These values and undertakings unite IRC staff around the world and keep our programs firmly directed toward the well-being of our clients while meeting the expectations of our donors as responsible stewards of their resources.

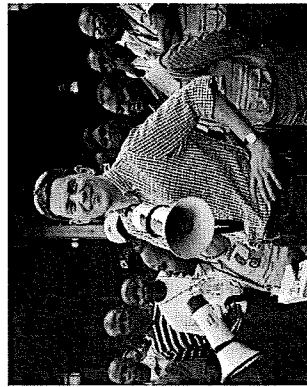
The aim of this document is to ensure that we carry out our work following the ethical and moral principles that support our humanitarian calling. Policies alone are not enough if they cannot be translated into action. That's why our Code has been expanded to include practical steps you can take to follow the IRC Way, and examples of concerns that should be escalated for proper response.

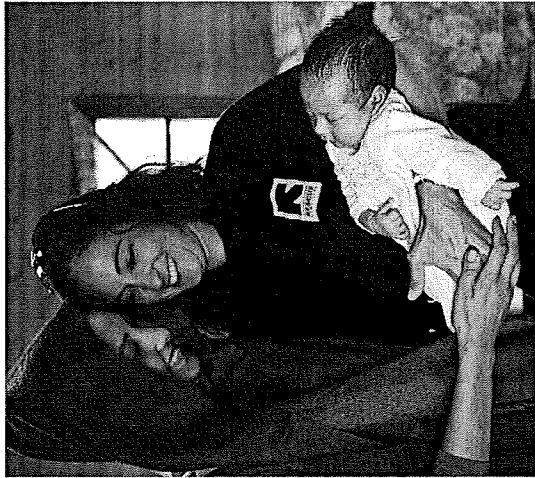
The Code is not intended to make you an expert on every issue, but rather to help you spot risks, obtain guidance, and make good choices. We must constantly be alert to gaps between policies and practices and work to close them. This document is designed for staff but should also be shared with partners, donors and other supporters, so they can see the standards to which we are committed.

Please join me in affirming our commitment to the IRC Way, and in promoting the values of the IRC in all that we do.

Sincerely,

**David Miliband
President and CEO**





Our Values

Integrity

We are open, honest and trustworthy in dealing with clients, partners, co-workers, donors, funders and the communities we affect.

Service

We are responsible to the people we serve and the donors who enable our service.

Accountability

We are accountable—individually and collectively—for our behaviors, actions and results.

Equality

We strive for equal outcomes for all clients and colleagues by promoting equitable access to opportunities and services

GUIDING PRINCIPLES

We endorse the *Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief*. We are guided by its core humanitarian principles, including humanity, impartiality, neutrality, and independence. As such:

- The prime motivation for our response to disaster is to alleviate human suffering amongst the most vulnerable members of society. We recognize our obligation to provide humanitarian assistance wherever it is needed;
- Our aid is given regardless of the race, creed or nationality of the recipient, and without adverse distinction of any kind. Aid priorities are calculated on the basis of need;
- Our aid will not be used to further a particular political or religious standpoint, nor will we tie the promise, delivery, or distribution of assistance to the embracing or acceptance of a particular political or religious creed; and
- We shall endeavor not to act as instruments of government policy. We will never allow ourselves to be used to gather information of a political, military, or economically sensitive nature for government or other bodies that may serve purposes other than those which are strictly humanitarian.

We also affirm and enforce human rights consistent with the U.N. *Universal Declaration of Human Rights*, the *Convention on the Rights of the Child*, and the *UN Secretary General's Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries*.

Our Shared Responsibilities in Upholding This Code

Upholding this Code is a responsibility shared by all involved in delivering on the IRC's mission. It applies to all IRC directors, officers, employees, interns, volunteers, incentive staff and partners who work on behalf of the IRC.

Individual Responsibilities

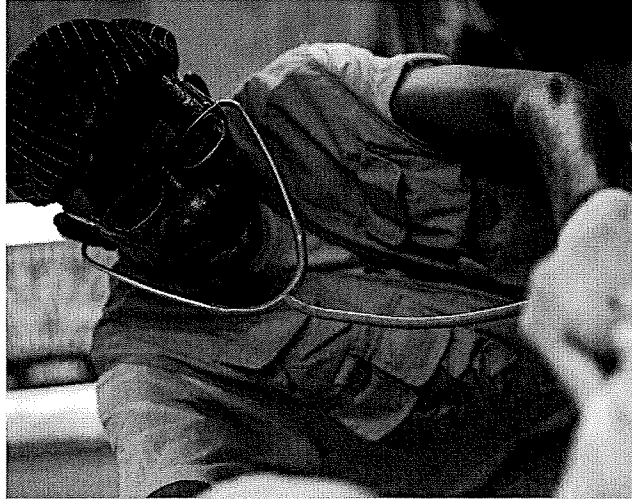
You are responsible for becoming familiar with the standards of conduct that apply to your job. You will be doing your part when you:

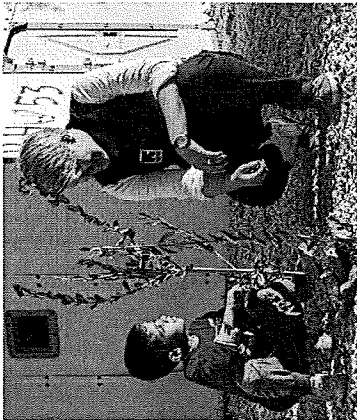
- **Stay informed** by learning the standards of conduct that apply to your role and participating in ethics and compliance training sessions.
- **Seek guidance** and consult with others when the appropriate course of action is unclear.
- **Stand firm** by resisting pressure to compromise our standards or cut ethical corners to meet an objective.
- **Raise concerns** if something doesn't seem right.

Manager Responsibilities

If you manage or supervise others, you have been placed in a position of trust. To maintain that trust, you should always:

- **Lead by example** and be a positive role model to others.
- **Promote awareness** of the IRC's standards and make sure those you supervise are equipped with the knowledge and resources they need to comply with them.
- **Monitor conduct** of those you supervise and take responsibility for activities that occur under your supervision.
- **Be responsive** to anyone who raises an ethics or compliance concern and make sure matters are resolved in a fair and appropriate manner.





Our Commitments to Our Colleagues

The IRC is committed to ensuring safe and secure conditions for all workers, regardless of position or location, and to maintaining a work environment that promotes staff well-being, resilience, health and productivity.

You Uphold the IRC Way When You:

- ✓ Treat all colleagues with dignity and respect.
- ✓ Make employment decisions based on an individual's abilities and merits, not personal characteristics unrelated to the job.
- ✓ Respect the rights of all individuals.
- ✓ Provide reasonable accommodations for persons with disabilities or special needs.
- ✓ Reject any form of violence or abuse of power.
- ✓ Stay aware of safety and security concerns, follow local security protocols, and stop any work that becomes unsafe.
- ✓ Safeguard the confidentiality of personal information.

You Should Avoid:

- ✗ Judging individuals based on factors unrelated to work.
- ✗ Off-color jokes, offensive comments, derogatory e-mails, or sexually explicit images.
- ✗ Working while impaired by alcohol or illegal substances.
- ✗ Inappropriately disclosing employees' information, including personal information.

You Should Report:

- ▲ Unwanted, inappropriate or disrespectful sexual advances or harassment.
- ▲ Bullying, perceived threats, intimidation, favoritism, belittlement, verbal or physical outrages.
- ▲ Situations that threaten the safety, security or well-being of staff.
- ▲ Hostility to individuals due to race, religion, gender, gender identity, sexual orientation, disability, veteran status or other characteristic protected by law.

Q&A

QUESTION: I have heard a colleague of mine speak very disrespectfully about the women we work with. He only does this when there are no women around, and he's just joking around, but he does it frequently. It makes me uncomfortable. What should I do?

ANSWER: If you feel comfortable doing so, take the person aside and explain that you feel his words are offensive. If you don't feel safe doing that, or if he doesn't change his behavior after you speak with him, follow the procedures outlined in the "Getting Help" section of this Code.

QUESTION: Last week, our manager asked us to make a field visit to a particular location. When I told her that security has designated the area off-limits due to safety concerns, she suggested we go anyway because there are clients there in need. What should I do?

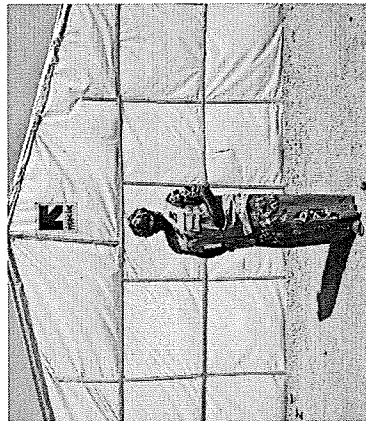
ANSWER: The safety of our staff is paramount, and security establishes local protocols with this in mind. If you are feeling pressured to compromise safety standards, follow the procedures outlined in the "Getting Help" section of this Code.



Relevant IRC Policies and Guidance:

- Respect at Work Policy
- Equal Employment Opportunity Policy
- Harassment Free Workplace Policy
- Accommodation Policy
- Substance Use in the Workplace Policy
- Workplace Violence Policy
- IRC Global Safety and Security Policy
- Confidentiality Policy
- Security and safety protocols





Our Commitments to Our Clients

The IRC helps people whose lives and livelihoods are shattered by conflict and disaster to survive, recover and gain control of their future. This requires our commitment to further their well-being and act with honor in carrying out the vital humanitarian role that has been entrusted to us.

You Uphold the IRC Way When You:

- ✓ Respect the dignity, values, history, religion and culture of those we serve.
- ✓ Select clients according to need, in line with program specifications, without regard to race, creed, nationality or other distinction.
- ✓ Protect clients from all forms of abuse, including sexual exploitation and human trafficking activities.
- ✓ Exercise special care to safeguard children.
- ✓ Respect confidentiality, abide by data-protection protocols, and share personal information about clients on a need-to-know basis in line with donor rules.
- ✓ Portray clients as dignified human beings in any images used in IRC communications, and use images only of individuals who have provided informed consent
- ✓ Ensure IRC research involving human subjects is properly approved before it begins.

You Should Avoid:

- ✗ Recruiting clients to work for IRC staff in a personal capacity (e.g., as domestic workers).
- ✗ Engaging in any forms of intimidating, humiliating, degrading or aggressive behavior towards clients.
- ✗ Physically punishing or disciplining clients.
- ✗ Sexual activity or intimate relationships of any kind with clients of any age.
- ✗ Transactional sex regardless of local laws that may permit it.
- ✗ Coercing clients to sell or relinquish relief items.

You Should Report:

- ▲ Exploitation of clients in any form.
- ▲ Corrupt or biased decisions to include or exclude clients.
- ▲ Abuse of power or position in the delivery of humanitarian assistance.
- ▲ Inappropriate disclosure of confidential information related to clients.

MDC035

Q&A

QUESTION: *I like to support refugee owned businesses so I am using one of our client's home-based child care. Is this okay?*

ANSWER: It would normally be acceptable for staff to patronize legitimate businesses owned by clients if they choose. However, the terms/prices offered to IRC staff should be the same as those offered to the wider public.

QUESTION: *I happen to know that a client is using false information to gain refugee status. While she does not qualify as a refugee, I know she is fleeing a very difficult life at home. Do I need to say anything?*

ANSWER: Yes, you should raise your concern as outlined in the "Getting Help" section of this Code. While it may feel tempting to "look the other way," this would not be the right thing to do.

QUESTION: *We were on a field trip last week, spending the night away from home. I have good reason to believe one of my colleagues hired a prostitute during the trip. What should I do?*

ANSWER: This would be a violation of the IRC's standards, and you should follow the procedures outlined in the "Getting Help" section of this Code.



Relevant IRC Policies and Guidance:

- Beneficiary Protection from Exploitation and Abuse Policy
- Child Safeguarding Policy
- Combating Trafficking in Persons Policy
- Confidentiality Policy
- Open Information Policy
- Institutional Review Board Procedures Guide for Researchers



Further Reading:

- Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief
- U.N. Universal Declaration of Human Rights, the Convention on the Rights of the Child
- U.N. Secretary General's Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries.

Our Commitments to Our Donors

Our donors provide the resources that make our work possible, and we must be responsible stewards of those resources. We are committed to following the regulations and terms established by our institutional donors, as well as the expectations of all donors that the funding they provide serves clients efficiently and effectively.

You Uphold the IRC Way When You:

- ✓ Understand donor rules that apply to performance and accountability.
- ✓ Ensure time sheets, expense reports, advance liquidations and other financial documents are accurate.
- ✓ Select partners able to deliver the best outcomes for clients and monitor their work appropriately in line with donor rules.
- ✓ Safeguard the confidential and proprietary information of institutional donors and the personal privacy data of individual ones.
- ✓ Inform donors of any errors in reported information, and strive for transparency.
- ✓ Conduct grant writing, fundraising, solicitation and marketing activities honestly and with integrity, in compliance with all applicable laws.
- ✓ Be truthful and forthcoming in all statements about the IRC and its performance.

You Should Avoid:

- ✗ Noncompliance with grant requirements or improper use of funding.
- ✗ False time and effort, expense, or cost reporting.
- ✗ Using existing grant funds to cover the expense of soliciting other grants without donor approval.
- ✗ Exaggerating or distorting program needs, costs, client numbers or results.
- ✗ Manipulating the selection, unauthorized use or inadequate monitoring of local partners.
- ✗ Distorting claims about another organization's services in comparison to our own.
- ✗ Gathering political, military or economically sensitive information on behalf of any donor for purposes other than humanitarian.
- ✗ Accepting gifts from donors derived from or associated with illegal, criminal or fraudulent activity.

You Should Report:

- ▲ Falsification of time, expense or cost reports.
- ▲ Fraudulent registration of clients.
- ▲ Theft or diversion of aid or resources.
- ▲ Improper fundraising practices.

Q&A

QUESTION: I know certain costs, like alcohol or entertainment costs, are unallowable on grants. Can I code them to "sundry" so it will not stand out on the financial report?

ANSWER: No, you may not misclassify an expense so that it can be paid from a remaining budget line or charge any unallowable cost to any budget line item. Unallowable costs incurred by the office should be charged to unrestricted funds only.

QUESTION: It is close to the end of a grant and I've just received significant purchase requests for computer equipment to spend out the remaining budget. Should I sign off on the purchases in order to submit a fully spent grant report?

ANSWER: No, you should not make major purchases at the end of a grant so that they can be paid for from a remaining budget line.

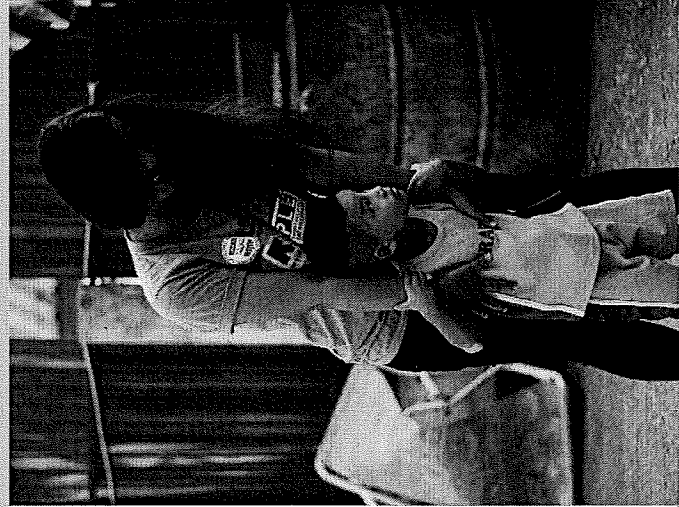
QUESTION: The program I work with has a target of reaching 50 percent women. The team is registering women as clients to make the numbers look good in reports, but in practice we are delivering program services to their husbands, not directly to the purported female clients. What can I do?

ANSWER: You should raise this concern as described in the "Getting Help" section of this Code.



Relevant IRC Policies and Guidance:

- Confidentiality Policy
- Fiscal Integrity Policy
- Organizational Gift Solicitation and Acceptance Policy
- Open Information Policy
- IRC program manuals, standard operating procedures, and other guidance documents as relevant to duties
- Supply Chain standard operating procedures
- IT policies governing equipment and data protection
- Finance manuals



Our Commitments to Our Suppliers

Achieving good value for our purchases requires high integrity throughout our supply chain. We are committed to free and fair competition among suppliers, to the support of suppliers who share our adherence to ethical and responsible practices, and to the eradication of fraudulent or corrupt practices by those seeking improper gain from aid intended for clients.

You Uphold the IRC Way When You:

- ✓ Disclose any actual or perceived "conflicts of interest" in a procurement—that is, when personal interest may interfere with the promotion of the IRC's interests.
- ✓ Ensure good value when designing programs and buying goods and services.
- ✓ Follow procurement policies, including policies related to purchase requests, bid notices, bid analysis, contracting and supplier due diligence.
- ✓ Treat qualified suppliers and their representatives fairly and equally.
- ✓ Observe strict confidentiality with supplier information, prices, terms and conditions.
- ✓ Provide suppliers with full and clear explanations when rejecting bids.
- ✓ Maintain segregation of duties related to the request, approval and verification of purchases.
- ✓ Discuss relevant procurement policies established by government or institutional donors at grant meetings.
- ✓ Determine whether export licenses are required or restrictions apply before procuring any good, software or technology that is governmentally controlled or connected to a country where exports and imports are regulated.

You Should Avoid:

- ✗ Sharing information unequally to suppliers during the bidding process.
- ✗ Revealing confidential information of one supplier with another supplier.
- ✗ Accepting offers of anything of value (including gifts, favors, entertainment, bribes or kickbacks) that create or appear to create improper influence or unfair advantage.
- ✗ Accepting inferior or substitute goods or services that do not meet specifications.

You Should Report:

- ▲ Biased tender specifications, bidding documents or supplier pre-qualification.
- ▲ Bid rigging, collusion or other unfair practices among suppliers.
- ▲ Inadequate supplier due diligence.
- ▲ Transactions with parties involved in terrorist activities, child labor exploitation, human rights abuses, unsafe or unreasonable working conditions, or the illegal manufacture, supply or transportation of weapons.
- ▲ Requests to make a payment to a name other than the contracted party.

Q&A

QUESTION: *A potential IRC supplier just invited me to dinner. Can I go?*

ANSWER: Yes, accepting meals from suppliers is usually acceptable provided those meals: 1) could not reasonably be seen as lavish or an attempt to influence a particular decision or action; 2) occur infrequently (e.g., no more than twice per year); 3) take place in respectable venues; 4) do not violate any laws; and 5) would not embarrass the IRC if publicly disclosed.

QUESTION: *We've just gone through the supplier qualification process but we skipped the site visits to vendors. My colleague made up the information that we submitted on that part of the forms. What should I do?*

ANSWER: Falsifying information about supplier due diligence is not acceptable. You should follow the procedures outlined in the "Getting Help" section of this Code.

QUESTION: *The product we received from a supplier uses a much lower quality of material than what we ordered. There doesn't seem to be a good reason for it, but someone must have authorized it. Should I just ignore this?*

ANSWER: No, you should raise this concern as described in the "Getting Help" section of this Code. While the product may be different for valid reasons, we never condone substitution with an inferior product.



Relevant IRC Policies and Guidance:

- Fiscal Integrity Policy
- Global Mandatory Document Retention Policy
- Procurement manuals



Further Reading:

- USAID Office of Inspector General Publication: Fraud Indicators
- USAID Office of Inspector General Publication: Fraud Prevention and Compliance—A Pocket Guide for the Humanitarian Middle East Crisis Response



Our Commitments to Our Partners

Working in partnership with local, national and international civil society organizations, as well as state and private-sector entities, is fundamental to the IRC's mission. We are committed to promoting effective partnerships that enable the IRC to pursue its strategic goals, resulting in more effective, responsive and durable assistance that reaches more people.

You Uphold the IRC Way When You:

- ✓ Promote partnerships based on accountability, transparency, respect, equity and inclusion.
- ✓ Select partners capable of responsible implementation and ensure that they receive the support necessary to meet established performance standards.
- ✓ Give partners full credit for the role they play in achieving program outcomes.
- ✓ Support partners to avoid and mitigate, as far as is reasonably practical, foreseeable safety and security risks.
- ✓ Ensure clear, open and respectful two-way communication on performance.
- ✓ Take appropriate steps to ensure that IRC funds are used in accordance with applicable laws, donors' requirements and IRC standards.
- ✓ Involve local partners in the planning, design, implementation and review of IRC programs whenever possible.

You Should Avoid:

- ✗ Condescending or disrespectful behavior toward partner organizations and their staffs.
- ✗ Any form of abuse of power in partner relationships.
- ✗ Misrepresentation of a partner's work as that of the IRC.

You Should Report:

- ▲ Actual or perceived "conflicts of interest" in partner relationships.
- ▲ Corrupt or biased decisions with respect to partner organizations.
- ▲ Fraudulent selection of partners.
- ▲ Theft or diversion of aid or resources by partners.
- ▲ Lax or inadequate monitoring of partner performance or effectiveness.

Q&A

QUESTION: *The head of a partner organization has asked to see a copy of the prime awardee budget under which they are funded as a sub-awardee. Can I share it?*

ANSWER: You should consult with the IRC manager responsible for administering the IRC's confidentiality obligations to the donor or with the Office of General Counsel to determine whether sharing the information would be permissible.



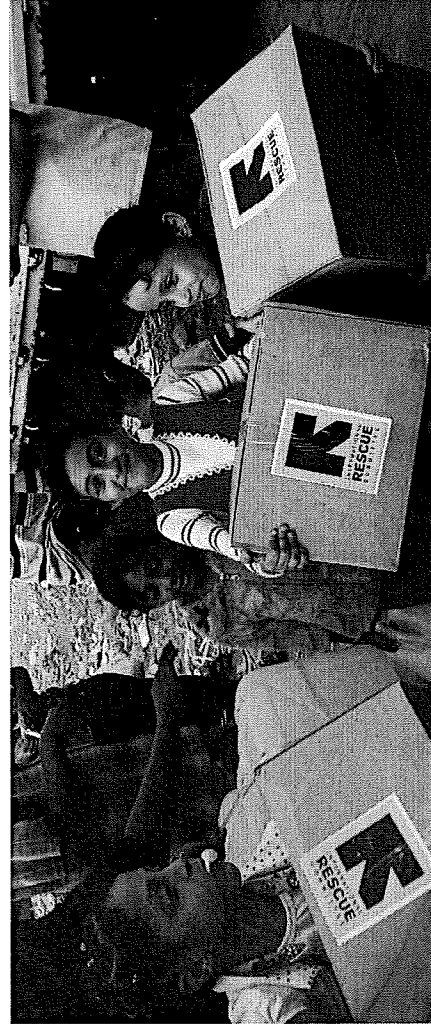
Relevant IRC Policies and Guidance:

- Fiscal Integrity Policy
- IRC Global Safety and Security Policy
- Beneficiary Protection from Exploitation and Abuse Policy
- Conflict of Interest Policy for Employees
- Open Information Policy
- Sub-Award Partnership Management System
- Finance manuals



Further Reading:

- Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief



QUESTION: My brother-in-law's company provides a service that the IRC hopes to procure. Can I tell my brother-in-law about the opportunity?

ANSWER: If the opportunity has already been announced publicly, then you may tell your brother-in-law about it. However, you should not say or do anything that could be seen as giving your brother-in-law an unfair advantage over other potential suppliers. For example, you should not share any non-public information about the IRC or the particular opportunity. Finally, you must disclose your relationship to the procurement department, and you cannot be part of the decision-making process for the opportunity.

QUESTION: How do I know if something contains "confidential information" that cannot be disclosed without authorization?

ANSWER: Confidentiality is often determined on a case-by-case basis. Be cautious and assume that all IRC information is proprietary. Not all confidential documents will be marked "confidential." If you are unsure about any particular document, seek direction from your manager or the Office of General Counsel before making any disclosures.

Relevant IRC Policies and Guidance:

- Conflict of Interest Policy for Employees
- Fiscal Integrity Policy
- Confidentiality Policy
- Information Technology Acceptable Use Policy
- Global Mandatory Document Retention Policy
- Media and Social Media Policies and Guidelines
- Other IT policies governing IT equipment and data protection
- USP guidance on lobbying



Our Commitments to Our Organization

The IRC transforms donor contributions into humanitarian aid for clients. To do this, the IRC must remain uncompromised and efficient in carrying out its work. We must safeguard IRC's assets and put the interests of the organization first.

You Uphold the IRC Way When You:

- ✓ Avoid and disclose to your supervisor actual or perceived "conflicts of interest"—that is, situations when personal interest in outcomes may interfere or conflict with IRC interests.
- ✓ Use IRC resources responsibly and lawfully and secure them from theft, fraud, waste, abuse or harm (without endangering yourself or others).
- ✓ Maintain accurate books and records.
- ✓ Observe proper controls and maintain segregation of duties related to the request, approval and verification of purchases.
- ✓ Monitor expense reports, vendor payments, payroll figures and budget variances for unusual activity.
- ✓ Protect confidential and proprietary information from unauthorized access or disclosure.
- ✓ Retain and discard documents in accordance with document retention policies.
- ✓ Cooperate fully when asked to provide information to an IRC auditor or investigator.

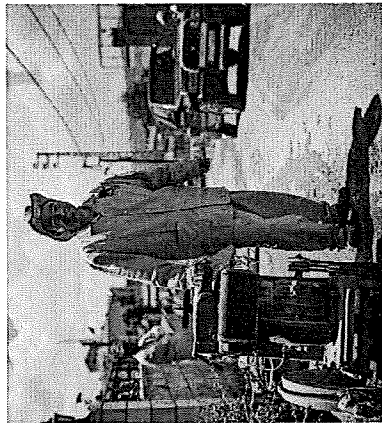
You Should Avoid:

- X Using IRC position or information for personal gain.
- X Using IRC time or property to perform work for another employer.
- X Participating, without disclosure, in hiring or contracting decisions that involve individuals or entities with whom you have more than a professional working relationship.
- X Seeking, accepting or offering anything of value (including gifts, favors, entertainment, bribes or kickbacks) that create or may appear to create improper influence or unfair advantage.
- X Falsifying records or reports (including receipts, time sheets, inventories, financial statements, program data, etc.).
- X Improperly circumventing or overriding internal controls.
- X Installing unauthorized IT hardware or software.
- X Destroying records that are responsive to an active or anticipated audit, investigation, lawsuit or claim.
- X Providing false, misleading or incomplete responses to information requests by IRC auditors or investigators.

You Should Report:

- ▲ Fraud, theft, kickbacks or embezzlement.
- ▲ Use of IRC IT materials for personal benefit, political activity, unsolicited advertising, or the solicitation or performance of prohibited activities.
- ▲ Actions that may discredit the IRC's reputation or harm its public image.





Our Commitments to Society

The IRC is committed to being a responsible global citizen. Our interactions with governments, regulators, the media and local communities must be grounded on honesty, trust and fairness. We support the legitimate rule of law and will do our part to promote high ethical standards in the countries and communities where we work.

You Uphold the IRC Way When You:

- ✓ Provide truthful and complete information when interacting with donors, the media, auditors, regulatory agencies or investigators.
- ✓ Connect our work to larger initiatives that bring protection, stability and inclusion to displaced populations.
- ✓ Minimize and mitigate any adverse environmental impacts caused by our operations.
- ✓ Ensure your activities are consistent with the standards contained in this Code when identifying yourself as a member of the IRC on social media.
- ✓ Seek guidance from the Office of General Counsel when dealing with countries under economic sanctions or when presented with boycott requests.
- ✓ Seek guidance from Global Communications for all media outreach, responses, interviews and public advocacy inquiries.
- ✓ Seek guidance from the Advocacy Department for all lobbying activities.

You Should Avoid:

- ✗ Giving or receiving anything of value to anyone (including a government official) in order to influence decisions or to secure unfair advantage.
- ✗ Providing false, misleading or incomplete responses to valid requests for information by government agencies.
- ✗ Pressuring colleagues to make political or charitable contributions.
- ✗ Lobbying for legislative action or participating in any political campaign on behalf of the IRC without involvement from the Advocacy Department.
- ✗ Affiliations that could interfere with your impartiality (or appearance of impartiality) in carrying out IRC work or that could harm the IRC's reputation.

You Should Report:

- ▲ Requests to cooperate with an unsanctioned boycott.
- ▲ Situations that endanger health, safety or the environment.

MDC040

Q&A

QUESTION: A customs official tells me that it will take six weeks for our computers to clear. He also hinted that it could be a much faster process if we just provided a little financial "incentive" for him. We really need these computers and it's just a small amount that he's asked for. Can I pay him?

ANSWER: Definitely not. Unless the amount being requested is a government-authorized, government-collected and transparent fee for legitimately expediting the clearance, this is an example of a prohibited payment. The IRC will not engage in improper acts, even if it means that our operations are slowed down or negatively impacted as a result.

QUESTION: A local politician who believes in policies that would benefit the IRC's work is running for office. Can we supply the paper and use our copier to make fliers for her campaign?

ANSWER: No, the use of the IRC's time, equipment or property for political activities is not allowed.

QUESTION: I just saw a posting on social media that claims the IRC knowingly discriminates against a certain tribal community. Is it okay if I set the record straight?

ANSWER: You should not take it upon yourself to engage in social debates on behalf of the IRC. You should report the matter to your manager or to the IRC Communications team who will determine how best to address the matter.



Relevant IRC Policies and Guidance:

- Anti-Bribery Policy
- Anti-Money Laundering Policy
- Fiscal Integrity Policy
- Economic Sanctions and Anti-Terrorism Compliance Policy
- Export Control Policy
- Anti-Boycott Policy
- Environmental Policy
- Procurement manuals



Getting Help

This section describes resources available for the proper implementation of the Code of Conduct throughout the IRC.

How to Spot Ethical Dilemmas:

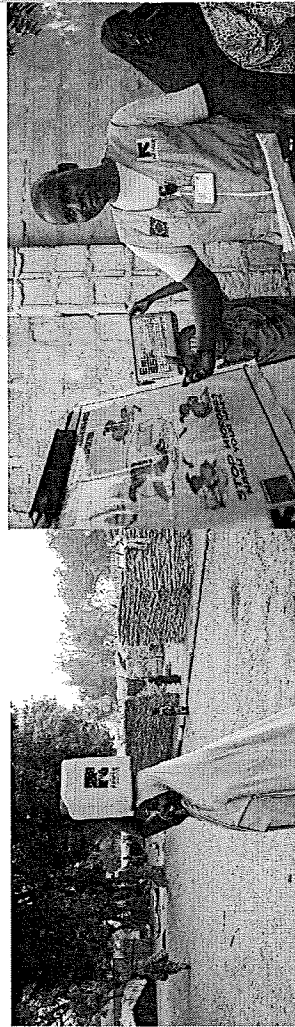
Before making a decision or pursuing a course of action, consider its potential ethical dimensions by asking yourself:

- ❖ Does the decision or action meet the letter and spirit of the IRC's Code and external obligations?
- ❖ Who might be affected by the decision?
- ❖ Would additional advice or expertise help?
- ❖ If this decision was made public, would I feel comfortable explaining it to colleagues or investigators?
- ❖ Is my judgment impartial, or do I have a personal stake in the outcome that makes me less objective?

Your Duty to Speak Up:

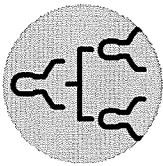
One of the most tragic aspects of wrongdoing is when people look the other way. In addition to knowing the ethical and legal obligations that apply to your job, you are expected to speak up if:

- ❖ You are ever unsure about the proper course of action and need advice.
- ❖ Particular actions or decisions make you uncomfortable.
- ❖ You know or suspect that any of the following parties have been, or are about to be, engaged in illegal or unethical activity in connection with the IRC's work:
 - IRC managers, staff, incentive workers or volunteers
 - Suppliers
 - Partners or subcontractors
 - Agents, consultants or intermediaries acting on the IRC's behalf.



Channels for Raising Concerns:

The IRC has several channels of communication for staff seeking advice or wishing to report concerns. You should choose the channel you feel most comfortable with, but note that colleagues closest to the situation—your supervisor or local management—are often in the best position to help. Available resources, listed in context of “sample issues,” include:



SAMPLE ISSUES

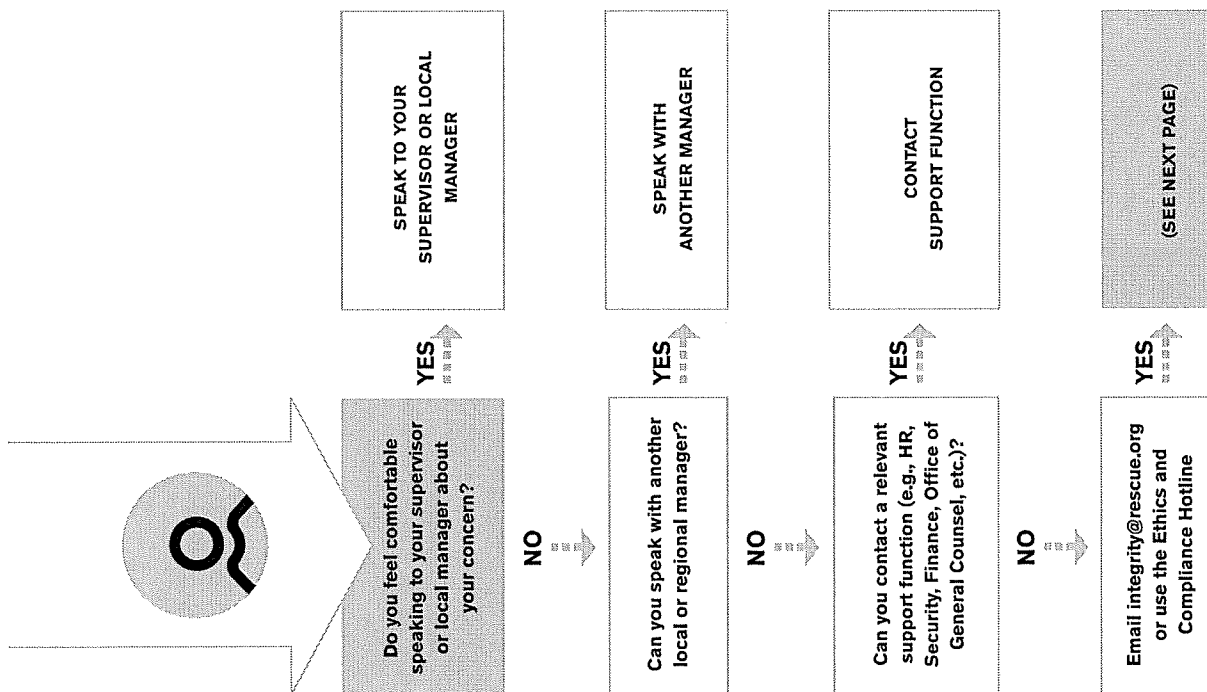
RESOURCES TO CONSIDER

Local operational matters	Supervisor/Local Managers
Workplace disagreements (job assignments, performance appraisals, compensation, benefits, conflicts with supervisors or co-workers)	Human Resources (HR)
Safety of IRC personnel and resources	Security
Financial reporting, accounting, tax reporting, books and records	Finance
Fundraising or compliance with donor or grant requirements	Awards Management Unit
Procurement or supply chain matters	Global Supply Chain
Legal matters or policy interpretations	Office of General Counsel
Code of Conduct matters unspecified above, or matters that remain unresolved after initial consultations	Ethics and Compliance Unit

Note that all resources are responsible for coordinating with the Ethics and Compliance Unit if a received concern reflects a potential violation of the IRC's Code of Conduct.

HOW TO RAISE CONCERNS

MDC042



Integrity@rescue.org

This is an email box monitored by the ECU in New York. You can email questions and concerns to this address.

Ethics and Compliance Hotline

The Ethics and Compliance Hotline is available when:

- You feel uncomfortable using another channel of communication.
- Other channels prove ineffective or appear unresponsive.
- You wish to report your concern anonymously.

The Hotline is administered by EthicsPoint, which is an independent third party that does not log or identify telephone numbers or computer IP addresses. It is available 24 hours a day, seven days a week, in multiple languages. It is available for use by anyone involved with the IRC (including staff, clients, suppliers or partners).

If you use the phone option, a trained specialist from EthicsPoint will make a detailed summary of your question or concern. The details will be forwarded to the IRC's Ethics and Compliance Unit for further response.

EthicsPoint can be reached by telephone or online:



TELEPHONE

Outside the U.S:
+1 (503) 352-8177
(call collect)

Inside the U.S:
(866) 654-6461



ONLINE

Visit irc.ethicspoint.com
and follow instructions

Anonymity and Confidentiality

You are encouraged to provide your name when raising a concern. This allows those who are responding to your concern to contact you if additional information is needed to look into your concern thoroughly. Providing your name also helps us ensure that you do not experience retaliation for making a good faith report. (There may be unique circumstances when disclosing your identity is required by law or is necessary to fully investigate and address your concerns.)

If you choose to identify yourself when using the Hotline, the IRC will endeavor to keep your information confidential, sharing it only on a need-to-know basis among those directly handling or overseeing the issues you reported.

If you make a report anonymously, it is important to provide detailed information. EthicsPoint will assign you with a case number and you should regularly check the site to respond to information requests from the investigation team. Cases that lack enough information for investigators to pursue may be closed.

The IRC recognizes that individuals may wish to raise concerns anonymously, but do not use the Hotline in bad faith (e.g., to file fabricated complaints for ulterior reasons). Anonymous reports made in bad faith undermine the integrity of the Hotline for everybody.



Anti-Retaliation Policy

The IRC will not tolerate retaliation against anyone who, in good faith, reports a concern or participates in an investigation, even if the allegation ultimately is not substantiated.

Anyone, regardless of position or tenure, found to have engaged in retaliatory conduct against someone who has raised an ethics or compliance concern will be subject to disciplinary action, and possibly termination. If you feel you have been subjected to retaliation, you should contact the Hotline for assistance.

The IRC encourages managers and employees to self-report violations and, depending on the specific circumstances, may treat self-reporting as a mitigating factor when assessing any disciplinary measures.

Responsiveness

The IRC takes all concerns seriously and acts on all reports no matter the option. Out of respect for the privacy of individuals who may be affected by your report, the IRC may be unable to provide you with detailed results of our investigation, or tell you what actions were taken in response. Whenever possible, we will provide you with status updates so you know that your concern is receiving an appropriate response. Members of senior management and the Audit Committee of the IRC's Board of Directors also monitor the resolution of cases.

Enforcement

Anyone who violates the IRC's Code or its underlying policies, regardless of position or tenure, may be subject to disciplinary action, including termination. The following are examples of conduct that may result in disciplinary action:

- ❖ Violating the Code
- ❖ Directing or encouraging others to violate the Code
- ❖ Failing to report known or suspected violations of the Code
- ❖ Interfering with an audit or investigation
- ❖ Being uncooperative or untruthful during an audit or investigation
- ❖ Retaliating against others for raising a concern

Violations of laws or regulations can trigger legal action against you, your colleagues, the IRC or its partners or suppliers that could result in:

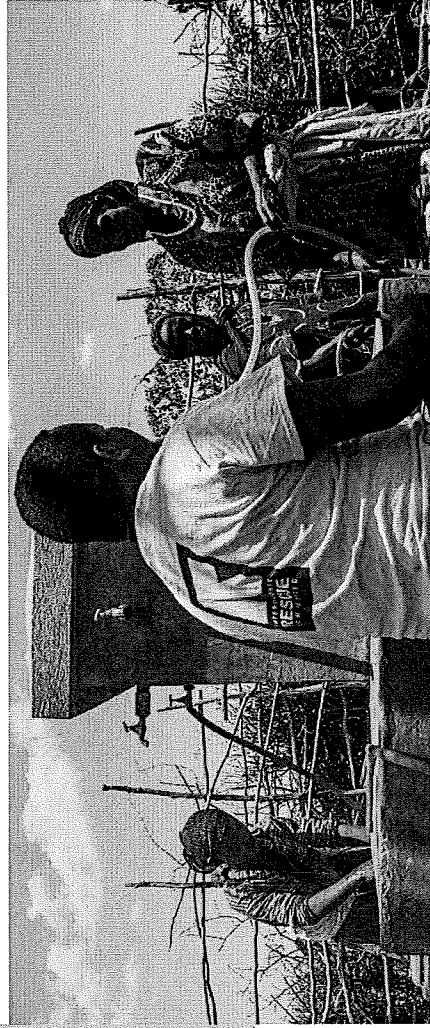
- ❖ Fines
- ❖ Suspension
- ❖ Debarment
- ❖ Imprisonment

Those people who work on behalf of the IRC will be asked to sign a statement certifying that they understand and will abide by this code. Each person will sign the statement when they begin working for the IRC, and each year thereafter where allowed by law.

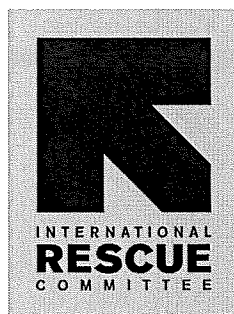
Q&A

QUESTION: *I am pretty sure that I observed a violation of the IRC Way, but I am not completely certain. I don't want to report something if it turns out that I am wrong. What should I do?*

ANSWER: You should report your concern promptly even if you do not have all the facts so that the appropriate personnel can look into the issue and determine whether a violation occurred. As long as you reasonably believe that a violation occurred, you are reporting in good faith and you are doing the right thing.



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MDC045



ORGANIZATIONAL POLICY

IRC CHILD SAFEGUARDING POLICY

Policy Owner: Safeguarding Unit

Approved by: President

Origination Date: May 2011

Revision Date: August 2018; March 2019;
April 2020

PURPOSE:

The purpose of the IRC's Child Safeguarding Policy is (1) to ensure that IRC projects, workers, or others working with or on behalf of the IRC do no harm to children and (2) to ensure that safety risks and cases of misconduct are identified, reported, and addressed in an appropriate and timely manner.

Scope

The IRC's Child Safeguarding Policy pertains to:

1. All IRC workers.
2. Visitors.
3. Sub-grantees, suppliers/sub-contractors, and implementing partners who have direct contact with children through IRC implemented or financially supported projects.

Definitions

1. **Child** – For purpose of this policy, a child is defined as anyone under the age of eighteen years, in accordance with Article 1 of the UN Convention on the Rights of the Child.¹
2. **Child Beneficiary**—For the purpose of this policy, “child beneficiary” refers to all children who benefit from or come into contact with IRC implemented or financially supported projects.
3. **Child Abuse and Exploitation** – For purpose of this policy, “child abuse” and “child exploitation” shall mean any and all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation, resulting

¹ United Nations Convention on the Rights of the Child, 1989, Article 1.

in actual or potential harm to the child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power.

4. **Harm** – For purpose of this policy, “harm” refers to physical or psychological injury or damage to a child's health, survival, development or dignity.
5. **Suppliers/Sub-Contractors** – For purpose of this policy, “suppliers/ sub-contractors” refer to individuals, companies, or organizations with whom the IRC has a contractual relationship for the provision of goods or services.
6. **Sub-grantees** – For the purpose of this policy, “sub-grantees” refers to organizations to which an award of financial assistance is made under a grant by the IRC when the IRC is the Grant Holder (“prime” recipient).
7. **Implementing Partners** – For the purpose of this policy, “implementing partners” refers to private and public entities, other than sub-grantees or suppliers/sub-contractors, with which the IRC has a contractual agreement or memorandum of understanding (MoU) for the purposes of project implementation.
8. **IRC Workers** – For the purpose of this policy, “IRC worker” refers to employees, fellows and interns, incentive workers, volunteers, contracted workers, consultants, and independent contractors.
9. **Visitors** – For the purpose of this policy, “visitors” refers to individuals hosted by the IRC, who are visiting IRC implemented or financially supported projects and are not IRC workers, or others involved in project implementation. It includes journalists, photographers, IRC voices, board members, and donors, among others.

POLICY:

In accordance with Article 19 of the *United Nations Convention on the Rights of the Child (UNCRC)*,² the International Rescue Committee (IRC) recognizes the right of all children to be protected from all forms of abuse and exploitation and in accordance with Article 3, all actions on child safeguarding shall be taken in the best interest of the child, which are paramount. The IRC further recognizes its responsibility to ensure that IRC projects, workers, and others working with or on behalf of the IRC do no harm to children. The IRC is committed to ensuring that our organizational policies, protocol, procedures, and actions reflect our commitment to fulfilling this responsibility.

The IRC's Child Safeguarding Policy is one of 24 policies included within the *IRC Way: Standards for Professional Conduct*.

² United Nations Convention on the Rights of the Child, 1989. Article 19: ‘State Parties shall protect the child from all forms of physical or mental violence, injury or abuse, neglect, maltreatment or exploitation, including sexual abuse’. <http://www2.ohchr.org/english/law/pdf/crc.pdf>

1. Zero Tolerance

The IRC has a zero tolerance policy regarding the abuse and exploitation of children. IRC workers, visitors, sub-grantees, suppliers/sub-contractors, and implementing partners are prohibited from engaging in any form of abuse or exploitation of children.

2. Recruitment

The IRC is committed to ensuring that IRC workers are suitable to work with children and are informed of their responsibility to uphold and abide by the IRC's Child Safeguarding Policy.

- 2.1 As part of the recruitment process for every position at IRC, including those involving direct contact with children and for both internal employees and external candidates, all are required to undergo a minimum of three documented employment reference checks. References cannot be family members or relatives and at least one must be a past supervisor; for internal employees, current supervisor must also serve as a reference.
- 2.2 Whenever legally permissible and possible, criminal background checks including police and/or criminal records, and/or other additional background checks are conducted prior to an employment offer being extended.
- 2.3 Interviews with candidates for education, health and protection posts and other positions involving direct contact with children must include appropriate child safeguarding questions.
- 2.4 Employment listings, Job Descriptions, Terms of Reference, staff employment handbooks and policies, orientation materials, and employment contracts and agreements for new and returning workers includes the responsibility to abide by the *IRC Way: Standards for Professional Conduct*, which includes IRC's Child Safeguarding Policy.

3. Behavioral Protocol

The IRC is committed to ensuring that IRC workers, visitors, sub-grantees, suppliers/sub-contractors, and implementing partners conduct themselves in a way that is safe for children.

- 3.1 IRC workers are required to comply with the behavioral protocol outlined below:
 - 3.1.1 IRC workers must *not*:
 - a. Physically punish or discipline child beneficiaries.
 - b. Do things for children of an intimate, personal nature that they can do for themselves.

- c. Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
- d. Engage in sexual activity with children regardless of the age of consent locally. Mistaken belief in the age of the child is not a defense.³
- e. Marry children, or allow their children to be married to others.
- f. Arrange, facilitate, or otherwise allow or neglect to prevent their children from undergoing Female Genital Mutilation (FGM).
- g. Use language or behavior around or towards children that is inappropriate, harassing, abusive, sexually provocative, or demeaning.
- h. Invite child beneficiaries into their home, unless the supervisor has agreed that it is necessary for the protection of the child.
- i. Sleep in the same bed or room as a child beneficiary. If it is necessary to sleep in the same room, ensure that another adult is present and that supervisor's permission has been obtained.
- j. Discriminate against, show differential treatment to, or favor particular children to the exclusion of others.
- k. Hire children for domestic or other labor regardless of national labor laws, which is inappropriate given their age or developmental stage, interferes with their education or recreational activities, or places them at significant risk of injury.
- l. Develop relationships with children that could in any way be deemed inappropriate, exploitative or abusive.
- m. Use any computers, mobile phones, video cameras, or social media to harass children.
- n. Access child pornography through any medium.

3.1.2 IRC workers must:

- a. Ensure wherever possible that when working with individual children, another adult is present.
- b. Ensure that images taken of children (e.g. photographs and videos) are accurate and respect children's privacy and dignity, following IRC's communications guidelines. Children must be adequately clothed in images. Sexually suggestive poses are prohibited.
- c. Obtain informed consent from children and their caregivers before taking photographs of them, except under exceptional circumstances where this may not be possible or may not be in the best interest of the child. When possible and appropriate, this consent should be in writing and children and caregivers should be informed of how the images will be used.
- d. Restrict use of images of child beneficiaries to professional, respectful, awareness raising, fundraising, publicity, and programmatic purposes.
- e. Ensure that any image or recorded case history of a child does not place him/her at risk or render him/her vulnerable to any form of abuse.
- f. Respect principles of confidentiality, abide by data protection protocol, and only share children's personal information on a need-to-know basis.

³ Where an employee is legally married to someone under the age of eighteen (18), the IRC will consider each case separately.

- g. Make all effort to minimize risk of harm to child beneficiaries.
- h. Immediately report suspicion or allegations of child abuse or exploitation or policy non-compliance in accordance with the *IRC's Global Reporting Guidelines*.

3.2 The IRC shall ensure that IRC workers are informed of their obligation to abide by the behavior protocol outlined above.

3.3 The IRC shall inform visitors of the IRC's Child Safeguarding Policy. Where appropriate, and where visitors will be in direct contact with children, visitors shall be provided with a document that specifies the IRC's child safeguarding behavioral protocol and the requirement to adhere to it.

3.4 Contracts, agreements, and MoUs shall include the requirement that sub-grantees, suppliers/sub-contractors, and implementing partners do not engage in any form of abuse or exploitation of children.

3.5 Sub-grantees and implementing partners who have direct contact with children through IRC implemented or financially supported projects must agree in writing to ensure that during their association with the IRC, they and their representatives comply with the behavioral protocol outlined in the *IRC Way* and the IRC's Child Safeguarding Policy or their own code of conduct of a similar standard.

4. **Training**

The IRC is committed to ensuring that IRC workers have the knowledge they need to uphold and abide by the IRC's Child Safeguarding Policy.

4.1 The IRC shall include information on the IRC's Child Safeguarding Policy in *IRC Way* training and orientation materials.

4.2 The IRC shall provide basic orientation to the *IRC Way* and its requirements to new IRC workers as part of orientation and to existing employees in IRC headquarters, affiliate offices, country programs, and resettlement offices on an annual basis.

4.3 The IRC shall provide specialized training as needed for IRC workers, including but not limited to: HR practitioners; supervisors and managers; technical specialists; persons designated by IRC affiliate offices, country programs, or resettlement offices to receive policy violation complaints; emergency response teams; and those engaged in communications, media and fundraising activities, and data collection and information management.

5. **Communications**

The IRC is committed to ensuring that depictions of children—in words and images—protect their identity and respect their dignity and rights.

- 5.1** The following standards shall guide IRC communications about children:
- 5.1.1** Depictions of children must respect children's privacy and present children in a respectful, dignified manner.
 - 5.1.2** Children must be adequately clothed in images. Sexually suggestive poses are not permitted.
 - 5.1.3** Informed consent must be obtained from children and their caregivers before taking photographs of them. When possible and appropriate, this consent should be in writing and children and caregivers should be informed of how the images will be used.
 - 5.1.4** Use of images of child beneficiaries shall be restricted to professional, respectful, awareness raising, fundraising, publicity, and programmatic purposes.
 - 5.1.5** Caution must be taken to ensure that no image or recorded case history of a child places him/her at risk or renders him/her vulnerable to any form of abuse.
- 5.2** The IRC ensures communications staff coordinating image/video collection follow IRC communications guidelines, including explaining guidelines to journalists, photographers, and visitors to IRC projects, as appropriate.

6. Safety, Security, and Dignity

The IRC is committed to ensuring that no harm, whether intentional or unintentional, comes to children as a result of IRC projects or operations.

- 6.1** To ensure that IRC workers are prepared to address the safety and security needs of child beneficiaries in the event of an accident or other harmful event:
- 6.1.1** Risk assessment and management plans must include child safeguarding considerations where IRC programs serve children.
 - 6.1.2** A list of relevant health and protection services must be maintained for referral where IRC programs serve children.
 - 6.1.3** Children must be adequately supervised at all times where the IRC has direct responsibility for running activities for children.
- 6.2** IRC workers should, where possible, ensure that proposals demonstrate that the risks children may face as a result of a project have been identified and addressed, and will be monitored.

6.3 To ensure that no harm comes to children as result of collecting or storing their personal information, IRC workers must comply with the data protection protocol below:

6.3.1 Prior to collecting personal information from a child, IRC workers must identify and take steps to address potential risks related to the collection and storage of children's data.

6.3.2 Prior to collecting personal information from a child, IRC workers must explain to the child what information will be collected, and how it will be used and stored.

6.3.3 Informed consent must be obtained from the child before collecting or sharing his or her information. If the child is not old enough to provide informed consent, where possible this should be sought from the child's caregiver.

6.3.4 IRC workers must only collect information that is necessary and/or that the child wants to provide.

6.3.5 Information collected about children must only be shared with others on a need-to-know basis and must only be shared when it is in the best interests of the child.

6.3.6 Information collected about children must be stored in a way that complies with *Standard 5* of the *Minimum Standards for Child Protection in Humanitarian Settings*.

7. Reporting, Investigation and Response

The IRC is committed to ensuring that allegations of violations of the Child Safeguarding Policy are reported, investigated, and responded to in a timely, fair, transparent and consistent manner.

7.1 Beneficiaries shall be informed of the IRC's commitments to children under the *IRC Way* and the Child Safeguarding Policy and shall be informed of how to report suspected violations of these commitments.

7.2 IRC workers are required to report allegations of violations of the Policy in accordance with the IRC's Global Reporting Guidelines.

7.3 Investigation of violations of the Child Safeguarding Policy shall be made in accordance with IRC's investigations process.

- 7.4 Children and their families, affected by violations of the Child Safeguarding Policy should receive timely and adequate support that is appropriate to the age, and development of the child and is gender sensitive.
- 7.5 Failure of IRC workers to uphold or comply with the Child Safeguarding Policy is grounds for disciplinary action up to and including termination of employment or contract. Disciplinary action will be determined in accordance with the Employee Misconduct section in the IRC Global Employee Handbook.
- 7.6 Sub-grantees, suppliers/sub-contractors, and implementing partners who have direct contact with children must be informed of the pathways for reporting violations of *IRC Way* and the behavioral protocol outlined in the Child Safeguarding Policy, or must agree upon other reporting processes.
- 7.7 Violations of the child safeguarding expectations outlined in contracts, agreements, or MoUs with sub-grantees, suppliers/sub-contractors, or implementing partners shall be grounds for termination of contract or agreement. This shall be included in contracts and agreements.

8. Management

The IRC is committed to putting in place a clearly defined management structure to ensure coordinated and consistent implementation and monitoring of this policy throughout the organization.

- 8.1 The IRC's Ethics and Compliance Unit is responsible for ensuring implementation and monitoring of policies contained in the IRC Way, including coordinated implementation and monitoring of the Child Safeguarding Policy throughout the IRC at headquarters, affiliate offices, country programs, and resettlement offices. The Ethics and Compliance Unit is responsible for:
 - 8.1.1 Responding to reports of child exploitation and abuse, and policy non-compliance.
 - 8.1.2 Monitoring implementation of and compliance with the policy as implemented under the *IRC Way*.
 - 8.1.3 Ensuring that IRC workers receive information on the policy through training and orientation provided on the *IRC Way*.
 - 8.1.4 Reviewing the policy annually and submitting recommendations for revisions to the Policy Review Committee.
 - 8.1.5 Providing supervision and support to senior management and others responsible for implementation and monitoring of the policy.

- 8.2** Senior Management, HR and others responsible for implementation and monitoring of the policy in each affiliate office, country program, and resettlement office are responsible for:
- 8.2.1** Ensuring that IRC workers are trained on the policies contained in the *IRC Way*, including the IRC's Child Safeguarding Policy, and are aware of their responsibilities in relation to these policies.
 - 8.2.2** Working in collaboration with the IRC's Ethics and Compliance Unit to monitor policy implementation and compliance within their office or program.
 - 8.2.3** Ensuring that IRC staff understand how to report and respond to allegations of exploitation or abuse, including of children, in accordance with IRC's Global Reporting Guidelines.
- 8.3** In general, department/unit heads and supervisors are responsible for:
- 8.3.1** Ensuring that workers under their supervision comply with policies contained in the *IRC Way*, including the IRC's Child Safeguarding Policy.
 - 8.3.2** Ensuring that IRC staff understand how to report and respond to allegations of exploitation or abuse, including of children, in accordance with IRC's Global Reporting Guidelines.

REVIEW:

This Policy will be periodically reviewed by the Office of General Counsel with recommendations to be presented to the Policy Review Committee for the President's final approval. The Office of General Counsel will consult the Risk and Compliance Committee as needed.

REPORTING:

A willful failure to report violations of this Policy may be construed as aiding and abetting the wrongdoer. In addition to disciplinary action and/or termination of employment, violations of this Policy may result in civil liability for the wrongdoer and/or criminal prosecution. IRC Staff members are required to report violations of this Policy and suspicions of criminal activity in relation to any transactions or contact with other IRC Staff or third parties. Reports should be made in accordance with the IRC Global Reporting Guidelines. IRC has adopted a zero-tolerance standard with respect to the conduct that violates this Policy. IRC will fully support any IRC Staff member who declines, in good faith to engage in conduct that would place IRC's ethical principles and reputation at risk. IRC prohibits retaliation against any IRC Staff who raises concerns in good faith, in accordance with IRC's Anti-Retaliation and Reporter Protection Policy. Any instances of retaliation should be reported to the Ethics and Compliance Unit

("ECU"). The IRC takes allegations of retaliation seriously and will thoroughly investigate all claims. If retaliation occurred, appropriate disciplinary action will be taken against the retaliating party, up to and including termination.

Contact Information:

If you have any questions regarding this Policy, please contact the Director of Safeguarding, Safeguarding Unit.



ORGANIZATIONAL POLICY

IRC ADULT SAFEGUARDING POLICY

Policy Owner: Office of General Counsel

Origination Date: June 2012*
Revision Date(s): January 2014, February 2020

Approved by: President

**As the Beneficiary Protection and Exploitation and Abuse Policy, which has been superseded and replaced by this Adult Safeguarding Policy.*

PURPOSE:

Safeguarding the adults we encounter in the course of undertaking our work, including our clients¹, is of paramount importance to the IRC. The IRC strives to ensure that adult clients who receive our services are free from misconduct and abuses of power by:

- **All IRC Workers:** employees, interns, incentive workers, volunteers, contracted workers, consultants, and independent contractors
- **Visitors:** individuals hosted by the IRC, who are visiting IRC and are not IRC workers (journalists, photographers, board members, donors, and others)
- **Sub-grantees, suppliers, vendors, and implementing partners**

This policy covers actions taken by such persons both during and outside of working hours. It applies to conduct in one's home, with family or community members, and other forms of personal relationships outside of their working relationship with the IRC.

POLICY:

Who is protected by this policy?

This policy is for the protection of any adult person who directly benefits from an IRC implemented or financially supported program, otherwise known as 'an adult client of the IRC.' This policy also protects other vulnerable adult persons and adult community members who the IRC may encounter in the course of delivering an IRC implemented or financially supported program. It does not apply to adults who work for the IRC, and are covered by the IRC's Harassment-Free Workplace Policy.

¹ The terms client and beneficiary have been used interchangeably at the IRC, with an organizational preference for the more empowering term of client. Where this policy and other related documents make reference to clients, readers of the policy should understand that this refers to beneficiaries.

An adult is someone 18 years or older. For the purposes of this policy, the term ‘adults protected by this policy’ will be used to refer to adult clients and other vulnerable adult persons or community members who the IRC may encounter in the course of delivering an IRC implemented or financially supported program.

The IRC’s Child Safeguarding Policy applies to persons below the age of 18 years.

Behavior Protocol

All IRC workers, visitors, sub-grantees, suppliers, vendors, and implementing partners are required to demonstrate the highest ethical standards of integrity, accountability, and transparency in the delivery of goods and services or in otherwise executing their responsibilities for the IRC. The IRC has a zero-tolerance approach to all forms of exploitation and abuse of adults.

All IRC workers, visitors, sub-grantees, suppliers, vendors and implementing partners must at all times act in accordance with the Behavior Protocol, as required as a condition of employment or by contract with the IRC.

All IRC workers, visitors, sub-grantees, suppliers, vendors, and implementing partners must:

- Treat all adults protected by this policy with respect.
- Ensure depictions of adults protected by this policy respect their privacy and present them in a dignified manner.
- Obtain informed consent from adults protected by this policy before taking photographs of them. When possible and appropriate, this consent should be in writing and adults protected by this policy should be informed of how the images will be used.
- Ensure use of images of adults protected by this policy shall be restricted to professional, respectful, awareness raising, fundraising, publicity, and programmatic purposes.
- Respect principles of confidentiality, abide by data protection protocol, and only share personal information on a need-to-know basis.
- Make all efforts to minimize the risk of harm to adults protected by this policy.
- Report suspicions or allegations of exploitation and abuse or policy non-compliance in accordance with the IRC’s Global Reporting Guidelines and Guidelines for a Survivor-Centered Approach to Reporting Safeguarding Misconduct

All IRC workers, visitors, sub-grantees, suppliers, vendors, and implementing partners must *not*:

- Physically harm or abuse adults protected by this policy.
- Act in ways intended to shame, humiliate, belittle or degrade adults protected by this policy, or otherwise engage in any form of emotional abuse. This includes language or behavior around or towards adults protected by this policy that is inappropriate, harassing, abusive, sexually provocative, or demeaning.
- Imply or request that any favor, including economic or sexual, be given in exchange for access to IRC-provided or -supported services or activities.
- Invite adults protected by this policy into their home, or sleep in the same bed or room with adults protected by this policy.
- Discriminate against, show differential treatment to, or favor particular adults protected by this policy to the exclusion of others.

- Develop relationships with adults protected by this policy that could in any way be deemed inappropriate, exploitative, or abusive. This includes engaging in sexual activity with adults protected by this policy, whether or not the individual believes they have obtained consent. Consent is determined from the perspective of the adults protected by this policy who experience the prohibited behavior.
- Use any computers, mobile phones, video cameras, or social media to harass adults protected by this policy.
- Engage the services of a sex worker, regardless of whether it is legal in the country where the service is purchased.
- Hire any client of an IRC-provided or –supported service to work in a personal or domestic service capacity.

REPORTING AND RESPONSE:

The IRC is committed to ensuring that allegations of violations of the *Adult Safeguarding Policy* are reported, investigated, and responded to in a timely, fair, transparent and consistent manner.

- Adults protected by this policy shall be informed of the IRC’s commitments to them under the *IRC Way* and the *Adult Safeguarding Policy*, and shall be informed on how to report suspected violations of these commitments.
- In all operating locations, local offices will have contextualized Standard Operating Procedures (SOPs), which detail the support services available for adults protected by this policy, who report a violation.
- The IRC takes a survivor-centered approach to concerns or reports of safeguarding violations experienced by adults protected by this policy. More information on this approach can be found in the IRC’s *Guidelines for a Survivor-Centered Approach to Reporting Safeguarding Misconduct*.

REVIEW:

This Policy will be periodically reviewed by the Ethics and Compliance Unit with recommendations to be presented to the Policy Review Committee for the President’s final approval.

Contact Information:

Megan Nobert, Director of Safeguarding (Megan.Nobert@rescue-uk.org)

Related Documents/Guidance:

The IRC Way: Standards for Professional Conduct

Global Reporting Guidelines

Guidelines for a Survivor-Centered Approach to Reporting Safeguarding Misconduct

Child Safeguarding Policy

Harassment Free Workplace Policy

SUB-AWARD REPORTING AND MONITORING SCHEDULE	TECHNICAL REPORTS	FINANCIAL REPORTS AND INVOICES DUE	PARTNER REVIEW MEETINGS
	Due date from partner to IRC	Due date from partner to IRC	*Scheduled Meeting Date
Sept 2022	9/28: Quarterly Report due	9/28: for expenses 12/15/21- 9/14/22	9/30: Kick-Off Meeting
Oct 2022			
Nov 2022			
Dec 2022	12/29: Quarterly Report due	12/29: for expenses 9/15/22- 12/14/22	12/16: semi-annual review meeting
Jan 2023			Annual monitoring to be scheduled
Feb 2023			
Mar 2023	3/28: Quarterly Report due	3/28: for expenses 12/15/22- 3/14/23	
Apr 2023			
May 2023			
Jun 2023	6/28: Quarterly Report due	6/28: for expenses 3/15/23- 6/14/23	6/16: semi-annual review meeting
Jul 2023			
Aug 2023			
Sept 2023	9/28: Quarterly Report due	9/28: for expenses 6/15/23- 9/14/23	
Oct 2023			
Nov 2023			
Dec 2023	12/29: Quarterly Report due	12/29: for expenses 9/15/23- 12/14/23	12/15: semi-annual review meeting
Jan 2024			Annual monitoring to be scheduled
Feb 2024			
Mar 2024	3/28: Quarterly Report due	3/28: for expenses 12/15/23- 3/14/24	
Apr 2024			
May 2024			
Jun 2024	6/28: Quarterly Report due	6/28: for expenses 3/15/24- 6/14/24	6/14: semi-annual review meeting
Jul 2024			
Aug 2024			
Sept 2024	9/28: Quarterly Report due	9/28: for expenses 6/15/24- 9/14/24	
Oct 2024			
Nov 2024			
Dec 2024		12/29: invoice only for expenses 9/15/24-12/14/24	12/20: semi-annual review and close-out preparation meeting
Jan 2025	1/13: Final Report due	1/13: Final Report due	Annual monitoring and debrief to be scheduled

*NOTE: Other ad-hoc meetings, Skype chats, web-ex calls, etc. can be set up at any time during the partnership

**NOTE: These dates are estimates only and are subject to change based on the availability of partner staff and IRC travel.

Sub-Award Duration: Three years