

Request for Cash Transfer Consultant

Feed the Future Global Supporting Seed Systems for Development (S34D) activity

Issued on July 21,2021
Reference Number US2831
For: Cash Transfers for Seed Security Consultant (International)
Submission Deadline August 4,2021

I. Introduction: Supporting Seed Systems for Development (S34D)

The Feed the Future Global Supporting Seed Systems for Development (S34D) initiative is a five-year Leader with Associates Cooperative Agreement Award, funded by Feed the Future through the Bureau of Resilience and Food Security (RFS) and by USAID through the Bureau for Humanitarian Assistance (BHA). Catholic Relief Services is leading this consortium with the support of a team of Consortium Partners: The Alliance for Bioversity International and CIAT (ABC), the Pan-Africa Bean Research Alliance (PABRA), Opportunity International (OI), and Agri Experience (AE). S34D's Life of Activity runs from August 2018 through August 2023. The overarching goal of S34D is to improve the functioning of national seed sectors in an inclusive manner in our focus countries. The initiative aims to meet its goals by increasing the capacity of seed systems to sustainably offer quality, affordable seeds of a range of crops (Objective 1) and increasing collaboration and coordination among all seed systems actors and actions (Objective 2). The S34D initiative is structured according to three inter-related seed systems: the formal seed system; the informal seed system; and emergency seed provisioning. This integrated approach is further strengthened by cross-cutting intermediate results that seek to improve policies and practices that support pluralistic seed systems, rather than focusing on individual parts of each system.

II. Background: Cash Transfers for Seed Security (CTSS)

S34D Activity 2.2.3.1 focuses on market-based seed security interventions in emergency contexts. As part of this activity, S34D will undertake a review of recent emergency cash transfer interventions for seed security. Within the emergency seed sector, voucher-based approaches have been the main type of market-based programming for some 20 years, and experience with cash transfers for seed security appears to have expanded in the past few years. In 2019, S34D published a [review of cash transfers for seed security](#).¹ This review found that there is potential to expand the use of cash transfers for seed security. Cash transfers offer flexible market-led interventions to support farmers' access to seed in emergency contexts. Available evidence suggests that cash offers promise for seed security interventions, particularly when combined with complementary programming such as technical or business training. Mixed modalities (cash and vouchers, or cash and direct seed distribution) can broaden crop choices. Cash can prepare the way for farmers to continue true market engagement post-relief, spur business development in subsequent seasons, and offer opportunities for financial inclusion. Good needs assessments, response analysis and program design can help ensure that farmers spend cash on what implementers anticipate they will. Investment in preparedness provides a better foundation to implement impactful cash for seed security response.

Preliminary consultations suggest that experience of cash transfers for seed security has expanded since the S34D review was undertaken, particularly as a result of the COVID pandemic, which has prevented the large gatherings that typify seed fair interventions. It is expected that much can be learned from a review of the more recent cash-based interventions for seed security.

¹ 'Study on cash transfers for seed security in humanitarian settings' by Jules Keane, Dina Brick and Louise Sperling. See https://pdf.usaid.gov/pdf_docs/PA00WH2D.pdf

III. Objective of the consultancy

The consultant will work with the CRS Emergency and Resilience Seed Systems Advisor and CRS Cash Transfer Expert to identify and document recent experiences, lessons and recommendations on cash transfers for seed security (CTSS) in emergency contexts.

IV. Scope of Work (SOW)

The consultant will identify recent cash transfers for seed security interventions (those not already included in the 2019 review) through existing cash-based fora and communities of practice (e.g., Markets in Crisis D-Group, Cash Learning Partnership, etc.) and their own professional networks. The CRS Seed Systems Expert and CRS Cash Transfer Expert will help to identify relevant interventions through consultation with gFSC partners in the Agriculture Working Group and Cash and Markets Working Group, among other fora. Having identified relevant interventions, existing documentation will be reviewed, and remote interviews will be conducted with relevant project staff to compile additional details. The S34D Seed Systems Expert and Gender Advisor and the CRS Cash Transfer Expert will assist in developing appropriate interview questions and may also take part in some of the interviews.

The information compiled will be documented in a report that details the range of relevant interventions and the lessons learned, using an appropriate framework for analysis. The following points will be included, paying particular attention to gender and youth dimensions. Women play vital roles within informal seed markets, whether as farmers who produce, purchase or exchange seed of specific crops, or as traders who purchase, store and sell potential seed. In some contexts, youth also play an important role as last mile providers.

- a) Which agencies have implemented CTSS, and what levels of expertise / experience do they have in cash transfers and seed interventions respectively? What other types of modalities for emergency seed interventions have they implemented?
- b) In what contexts have CTSS been implemented? Were there any context-specific features that prompted the decision to implement CTSS?
- c) What types of assessments were done prior to the interventions? What other response options were considered? What influenced the decision to implement CTSS?
- d) How were the interventions designed, and who was involved in the design process? How were they implemented, and what type of technical support was provided? What changes, if any, were made during implementation, and why?
- e) Apart from the use of cash, how did the CTSS intervention differ from other modalities for emergency seed provisioning that may have been used? [Refer to Qu. (a) above]
- f) Were any complementary interventions implemented alongside the CTSS?
- g) What kind of training and/or awareness creation was provided to support CTSS implementation including non-seed specific training?
- h) What kinds of post distribution and outcome monitoring data were collected? How? Is it possible to share the monitoring / outcome measurement tools?
- i) What were the outcomes of each intervention? How did farmers spend their cash? Were there any differences by gender and/or age? What were the intended outcomes, and did these differ from the actual outcomes?
- j) What types of seed were purchased? From which sources? Were there any differences by gender and/or age?
- k) How was seed quality considered?
- l) For each intervention, what was considered to have worked well? What didn't work well? What were the successes and the challenges? What were the lessons learned from each intervention?
- m) Overall, what lessons emerge? Are there any gaps in experience/evidence? What are the recommendations for future piloting and research/evidence building?

V. Deliverables and Timeframe

- I. A list of cash transfer for seed security interventions, including the implementing organization, the donor, project start and end dates, location, emergency context, project description, number of target beneficiaries (sex and age disaggregated if available), amount of cash transferred, available documentation, and contact details for appropriate key informant. By October 15, 2021.
- II. A draft report documenting the experiences and lessons on cash transfers for seed security. By October 30, 2021.
- III. A final, revised report with responses to comments by the CRS/S34D reviewers. Within one week of receipt of comments.

I. Period of Performance

max 20 billable days executed between September 1, 2021 and 30 November 2021.

II. Requirements/Qualifications

- Post-graduate degree in relevant subject
- Knowledge of cash transfers and rural livelihood interventions in the humanitarian sector
- Background in humanitarian programming, rural livelihoods, food security, agriculture, emergencies with more than 5 years' experience in research, assessment, evaluation, analysis and learning
- Experience working with NGOs and UN agencies in emergency settings
- Ability to read technical documents in French
- Excellent writing skills (in English)

III. Submission Deadline

All submission must be received by CRS no later than August 4, 2021 [11:59 PM for electronic submission] to anthony.russell@crs.org. The solicitation number indicated above must be included in the subject line.

IV. Payment Terms

Time and Materials CRS anticipates entering into a consultancy agreement with the selected consultant. Payment will be made upon completion.

V. Submissions should include the following information:

- a. A copy of your CV
- b. Two (2) examples of your written work
- c. Three (3) client references with contact details
- d. Daily Rate
- e. **Relationship disclosure**
 - i. Describe any current or past relationships you or your organization may have with CRS.
 - ii. Describe any personal or familial relationships any employee of the Contractor has with any employee of CRS.

VI. Agreement

Any resulting consulting agreement will be subject to the terms and conditions contained in the attached Form of Contract (See Annex A).

Thank you,

Anthony Russell
Procurement Manager
CRS

Annex A- Form of Contract

**CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS
CONSULTANT INFORMATION SHEET**

Completion of this form is required to request and to contract the services of a Consultant or Independent Contractor. **The Consultant Information Sheet and Scope of Work are essential attachments to the final Consulting Agreement.**

Rev. 02-21

Consultant Information

Name: **Request Date:**
(if you need additional space for Name or Contact Name, use Comments section on next page) please use the calendar drop down box

Contact Name: **Citizenship:**
(Complete if Name above is an Organization)

Are you a U.S. Taxpayer? Yes No **U.S. Taxpayer ID Number:**
(Required for all U.S. Taxpayers regardless of citizenship)

Address(es): **Permanent** **Current** Same as Permanent; Only required if Current is different

No. & Street

City & State/Province

Postal Code / Country

Preferred Address for legal notices: Permanent Current

Telephone Contact:
Primary phone number Secondary phone number

Email:
Primary email Secondary email

Is this person a relative of a CRS Employee? Yes No If yes, employee name:

Worked for CRS before? Yes No If yes, satisfactory performance? Yes No
 No If no, reference(s) checked? Yes No

By whom?

Consultancy Information

Country Program, Office or HQ Department requesting services:

Consultant's Assignment Location(s):

Is the consultant conducting any part of the consultancy outside the consultant's country of citizenship: Yes No

If yes, the consultant is required to complete the *Acknowledgement and Warranty of Insurances* (after Requisition)

POET to be charged: Donor Name: Donor Award Date:
Not Applicable please use the calendar drop down box

Type of Consultant Service (primary type; select one): Conduct Study/Research/Report Writing Take Photos/Videos
 Facilitate Workshop Editing/Publications Design/Layout Emergency Response Conduct Evaluation
 Write Proposal Translation Other (specify):

Brief Consultancy Description: **CRS Contact Name:**
(Primary contact)

(Secondary contact)

Duration of Billable Units (estimated): #

days

weeks

months

For fixed fee, per hour or per word compensation, enter calendar duration of consultancy.

Start Date:

please use the calendar drop down box

End Date:

please use the calendar drop down box

Compensation/Payments Information

Rate: \$ (US dollars only) per hour per day per week per month fixed fee other

(if "other" is selected, explain in the additional comments box below.)

Total Consultant Compensation (not to exceed): \$

Is Compensation within *Consultant Competitive Compensation* range for this Type of Consultant Service?

Yes No [Note: Refer to [Consultant Competitive Compensation](#) document for guidance.]

If "No," please submit [Variance Authorization Form - Consultants](#) with contract documents.

Payment Period/Frequency: monthly consultancy completion other (if "other" is selected, explain in the additional comments box below.)

Payment Method: (select a, b or c)

a) check to (select one) : current address permanent address

b) direct deposit (U.S. banks only) Bank Name

Account # Routing #

c) wire transfer (Overseas banks only)

Bank Name Bank

Address Bank

Account # ABA #

Title on Account

Swift Code

Incidental Expenses Covered: Description / Limitation

[check applicable items. Include items and amounts, even if paid to third party vendor or paid to consultant locally.]

Amount / Value (\$)

Lodging

Local Travel

Per Diem

Long Distance Travel

Other (describe)

Other (describe)

Total Incidental Expenses allowable (not to exceed)

\$ 0.00

Total Consultancy Costs allowable (not to exceed)

[Compensation + Incidentals]

\$ 0.00

Additional Comments or Instructions (if "Other" is selected for Rate or Payment Period/Frequency above, please explain here) :

CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

To comply with applicable United States laws, CRS needs to conduct classification review and reach a classification determination. In order for CRS to determine proper classification for individuals and entities who CRS is seeking to engage, we ask that you complete this form.

INDEPENDENT CONTRACTOR (CONSULTANT) ENGAGEMENT HISTORY FORM

1. INDEPENDENT CONTRACTOR'S (CONSULTANT) Name

2. EMPLOYMENT HISTORY *(For individuals, list the last three (3) employment positions held.)*

POSITION TITLE	EMPLOYER'S NAME AND LOCATION CONTACT PERSON NAME & TELEPHONE #	Dates of Employment (M/D/Y) <small>(please use the calendar drop down box)</small>	
		From	To
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
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3. SPECIFIC CONSULTANT SERVICES *(give last three (3) years). Rows may be inserted, or the list may be continued on a separate sheet of paper, if required, to provide this information.*

S E R V I C E S P E R F	C L I E N T ' S N A M E A N D L O C A T I O N & C O N T A C T P E R S O N N A M E & T E L E P H O N E #	Dates of Consultancies (M/D/Y) <small>(please use the calendar drop down box)</small>		Number of Billable Days
		From	To	
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
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4. INDEPENDENT CONTRACTOR'S (CONSULTANT) CERTIFICATION *(To be signed by Independent Contractor [Consultant])*

Independent Contractor (Consultant) certifies that the information presented in this form is true, accurate and complete. Contractor understands that the information presented in this form is subject to verification by CRS, and that CRS may rely on the accuracy of such information in conducting classification review, analysis, and determination. Certifications that are false, fictitious, or fraudulent, may result in appropriate remedial action by CRS.

Consultant Signature:

Date:
please use the calendar drop down box

Consultant Conflict of Interest Disclosure

To be completed by Consultant

(Please refer to CRS Consulting Agreement, Article III, Section 4, Consultant Warranties; Conflict of Interest)

Consultant Name (Printed) :

Consultant's concurrent consultancies with other international relief and development organizations must be disclosed before entering into this consultancy with Catholic Relief Services.

Do you have any other consultancies with other international relief and development organizations during any part of the anticipated time period of this CRS consultancy? Yes No

If "Yes," please include the names of all of the international relief and development organizations with which you have consultancies during any part of the time period of the CRS consultancy. Then sign and date the form below.

If "No," that is, if you have no other consultancies with international relief and development organizations, please go to the Consultant Signature section below.

International Relief and Development Organizations - Other Concurrent Consultancies

Please include all applicable organizations with which you have consultancies during any part of the time period of this consultancy.

Table with 4 columns: Organization Name, Start Date, End Date, Brief Description of Assignment. Contains 5 rows of input fields.

I warrant that the information provided above is true and correct.

Consultant Signature: [Red outlined signature box]

Date: [Date box] please use the calendar drop down box

TO BE COMPLETED BY CRS OFFICE ENGAGING THE CONSULTANT - Only For CRS Proposal Writing / Business Development Consultancies

Required Approval from the Institutional Donor Engagement and Advancement (IDEA) BD Director (by email) Only for CRS Proposal Writing / Business Development Consultancies, if the consultant has other proposal writing / business development consultancies with international relief and development organizations, please obtain required email approval from the IDEA BD Director before the consultancy packet is submitted to HQ Human Resources, providing the IDEA BD Director with the consultancy scope of work, Consultant Requisition, and this form.

Name of IDEA BD Director from whom approval was solicited by email:

Date IDEA BD Director gave approval by email to continue with this consultancy:

Name of person to whom IDEA BD Director sent approval by email:

Acknowledgement and Warranty of Insurances

For consultants that are conducting any part of the consultancy outside the consultant's country of citizenship, completion of this form is required. Please complete ALL sections of this form. If the 'group number' is not applicable, select, 'group number is not applicable.' For individuals conducting a consultancy under the name of a firm, the requirement to complete this form is the same as for individuals.

I, the undersigned, have entered into a Consulting Agreement with Catholic Relief Services - United States Conference of Catholic Bishops ("CRS"). Pursuant to Article II §6 of that Agreement, I acknowledge that I am not eligible to participate in, or to earn any benefit under, any employee benefit plan of a CRS Entity (including, but not limited to, any comprehensive medical insurance, workers' compensation, disability insurance, accidental death or dismemberment insurance, life insurance, or emergency evacuation insurance). Accordingly, I acknowledge that if, during the consultancy period, I experience an event or incident requiring medical care or medical evacuation, it is my responsibility to engage my own insurance coverage and bear the cost of any and all additional expenses that I may incur as a result.

I also acknowledge that as a condition of my engagement as a consultant by CRS, I am required to provide evidence of the insurances I will rely upon in case of emergency, as listed below:

Medical Insurance

Carrier Name:

Group Number:

Group Number is not applicable

ID Number:

Medical Evacuation Insurance

Carrier Name:

Group Number:

Group Number is not applicable

ID Number:

I further warrant that the information provided above is true and correct, is evidence of the medical insurance and medical evacuation coverage that I carry, and that said insurances will remain in full effect throughout the duration of the consultancy.

Consultant

By:

Date:

please use the calendar drop down box

Consultant Signature

Printed Name:

CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

CONSULTING AGREEMENT

PO#

/CPA#

This CONSULTING AGREEMENT (the "Agreement") is entered into as of _____, 20____, between **CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS** ("CRS") and ("Consultant"). In consideration of the mutual covenants and promises set forth below, CRS and Consultant agree as follows:

Article I DUTIES AND TERMS

1. Scope of Services. CRS hereby engages Consultant to perform consulting services, as set forth in the attached Scope of Work (the "Services"), on the terms and conditions described in this Agreement. Consultant hereby accepts the engagement as a consultant to CRS and agrees to provide the consulting services set forth in the Scope of Work on the terms and conditions described in this Agreement.

2. Independent Contractor. Consultant shall provide services under this Agreement as an independent contractor, and not as an employee or agent of CRS or any subsidiary or affiliate of CRS (collectively, a "CRS Entity"). Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Consultant and any CRS Entity.

3. Term of the Agreement. The term of this Agreement (the "Consulting Period") shall be determined by the Start and End dates indicated in the Consultancy Information section of the Consultant Information Sheet, which is attached hereto and incorporated to this Agreement by reference. The Agreement may be terminated before the end of the Consulting Period only in the circumstances described in Article IV. In the event that CRS and the Consultant wish to extend this agreement beyond the expiration date, the parties will mutually agree in writing to the extension prior to the End date. Absent such written agreement, the Agreement will automatically expire on the End date.

4. Time and Attention. Consultant shall devote such time and attention to Consultant's duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant's best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant's personal needs and other commitments, to provide the services set forth in the Scope of Work during the Consulting Period. Notwithstanding this section, with regard to any

and all dates and time periods set forth or referred to in this Agreement, the attached Scope of Work and the attached Consultant Information Sheet, time is of the essence.

5. Business Activities. Consultant's services under this Agreement shall not cause Consultant to be directly involved in the business operations of CRS. Consultant shall have no responsibility for the day-to-day management of any CRS Entity, nor shall Consultant supervise, or be supervised by, personnel of any CRS Entity. Consultant shall have no authority to execute any document or enter into any contract on behalf of a CRS Entity, or to bind a CRS Entity in any relationship with a third party.

6. Non-exclusive Agreement. CRS acknowledges and agrees that during the Consulting Period, Consultant is free to engage in other business activities or to provide consulting services to other parties without the approval or consent of any CRS Entity.

7. Reports and Data. All reports and data prepared by Consultant in connection with the services performed under this Agreement shall be the property of CRS and shall not be used by Consultant in connection with any other activity.

Article II COMPENSATION AND EXPENSES

1. Compensation. As compensation for Consultant's services under this agreement, CRS shall pay Consultant in the amount, by the method, and in accordance with the payment period/frequency schedule stipulated on the Consultant Information Sheet, which is attached hereto and incorporated in this Agreement by reference. Consultant shall receive no other compensation for providing services under this Agreement. On an agreed upon basis, the Consultant shall submit to the CRS Contact Person an itemized invoice, preferably by email, for the Services, and/or any additional Services, based on the payment terms as set forth in the Consultant Information Sheet and any authorized expenses incurred. For any US bank used for payment, the Consultant can be paid by check or direct deposit and for banks outside of the US, the Consultant will be paid by wire transfer.

2. Equipment and Work Space. Consultant shall provide basic office equipment (including computer, fax machine, and/or copier) and work space at Consultant's expense as necessary to provide services under this Agreement. If it is necessary for Consultant to perform consulting services under this Agreement at CRS's place of business or using CRS's specialized equipment, CRS may provide temporary work space or may make available specialized equipment to Consultant to the extent CRS deems necessary.

3. Business Expense. Consultant may hire at Consultant's own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any

such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

4. Other Expenses. CRS shall reimburse Consultant for reasonable expenses incurred in connection with the performance of the Services solely to the extent identified on the Consultant Information Sheet. Invoices for such reimbursable expenses shall be submitted to the CRS Contact Person identified on the Consultant Information Sheet for approval, together with all supporting documentation reasonably required by CRS, and CRS shall pay such invoices within thirty (30) days following such approval. Consultant shall maintain books and records supporting all reimbursable expenses incurred in connection with performance of the Services for the duration of this Agreement, and for a period of four (4) years thereafter. CRS shall have access during Consultant's regular business hours to such books and records of Consultant as required to verify any and all reimbursable costs.

5. Travel Arrangements and Expenses. In order to contain costs and to benefit from economies available to humanitarian organizations, CRS will arrange for and provide to the Consultant the travel reasonably required to perform the Services under this Agreement. Upon CRS' prior written approval, the Consultant may arrange for actual, reasonable, out-of-pocket expenses for such travel reasonably required to perform the Services under this Agreement and submit such expenses to CRS for reimbursement in accordance with the payment structure described above in Article II (4). Consultant shall be bound by CRS requirements and policies, provided, in writing, by the CRS Contact Person to the Consultant.

6. Severance and Benefits. During the Consulting Period, Consultant shall not be eligible to participate in, or to earn any benefit under, any employee benefit plan, fringe benefit program, bonus or incentive program, or other compensation arrangement of a CRS Entity (including, but not limited to, any comprehensive medical insurance, workers' compensation, disability insurance, accidental death or dismemberment insurance, life insurance, or any defined benefit plan or defined contribution plan sponsored by any CRS Entity). The preceding sentence shall apply throughout the Consulting Period even if Consultant is later reclassified as a common law employee for part or all of the Consulting Period. Consultant shall have no right to, and agrees not to, make any claim against CRS under any workers' compensation or unemployment compensation statute. Nothing in this Agreement, nor any payments made to Consultant under this Agreement, shall be construed to reduce any severance payment or other benefit to which Consultant is or may become entitled as a result of Consultant's employment by a CRS Entity before or after the Consulting Period. To the extent that Consultant is entitled to receive benefits under any compensation arrangement of a CRS Entity upon Consultant's termination of service, Consultant acknowledges that the terms of the compensation arrangement and applicable law will determine whether the distribution of the benefit will be postponed while the Consultant provides services under this Agreement. For the avoidance of doubt, CRS will not pay for nor reimburse Consultant for medical insurance or medical evacuation insurance.

Article III COVENANTS

1. Personal Contract. Subject to Article II, Section 3, Consultant acknowledges that CRS has contracted for Consultant's services in recognition of Consultant's knowledge and prior experience. Consultant agrees that this Agreement is personal in nature and Consultant shall not subcontract or assign any duties under this Agreement without CRS's prior written consent.

2. Confidential Information. Consultant acknowledges that during the Consulting Period, Consultant has been or will be entrusted with certain business, financial, technical, personnel, or other proprietary information and materials that are the property of CRS ("Confidential Information"). Consultant agrees that during and after the Consulting Period, Consultant will not directly or indirectly communicate, disclose, or use (except for the purposes of performing services under this Agreement) any Confidential Information. Consultant agrees that, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Confidential Information in Consultant's possession, and Consultant will not keep or retain copies of such Confidential Information in any form whatsoever.

3. Work Product. Consultant agrees that all work performed by Consultant during the Consulting Period for any CRS Entity is a "work for hire" as defined under United States copyright law, and that all such work and any intellectual property rights contained therein, including (but not limited to) data, creative works, trademarks, patents, proprietary processes, and copyrights, ("Work Product") is the property of CRS. All inventions and devices designed, created, developed, and/or built by Consultant, either alone or with others, in connection with providing the Services listed in the Scope of Work, shall be the property of CRS and Consultant shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS. Consultant agrees that, upon request of CRS, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Work Product in Consultant's possession.

4. Consultant Warranties; Conflict of Interest. Consultant represents and warrants to CRS as follows: (a) Consultant has the expertise, experience and knowledge to perform and deliver the Services; (b) Consultant will use reasonable commercial efforts to perform and deliver the Services in a diligent and timely manner; (c) Consultant is not a party to any agreement which prohibits, and is not otherwise prohibited from, performing and delivering the Services; (d) any work product prepared by Consultant as a consequence of the Services will not misappropriate or infringe the intellectual property rights of third parties; (e) Consultant will perform and deliver the Services in accordance with the Scope of Work; (f) Consultant will comply with the U.S. Foreign Corrupt Practices Act (the "FCPA") and its prohibitions regarding payment to foreign officials; and (g) Consultant will perform and deliver the Services in accordance with all applicable laws, ordinances, requirements, directions, rules, statutes,

regulations or lawful orders of any governmental authority or agency, including but not limited to the provisions of the FCPA.

Consultant represents and warrants that at the time of entering this Agreement, Consultant is not engaged, by contract or otherwise, in consulting or providing any services in any manner or capacity to a direct or indirect competitor of CRS that has not been previously disclosed to CRS during the negotiation of Consultant's engagement by CRS and this Agreement. A direct or indirect competitor of CRS for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in international relief and development. Furthermore, Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct or indirect competitor of CRS during the duration of this Agreement unless express written authorization to do so is given by CRS. Consultant further acknowledges that even if such authorization is granted by CRS, the provisions of Article III, Section 2 (Confidential Information) are fully applicable.

5. Employment and Income Taxes. Consultant acknowledges and agrees that Consultant shall be solely responsible for the full amount of any federal, state, local, or foreign income, employment, or self-employment tax (including, but not limited to, any FICA, FUTA, SECA, and Medicare tax) associated with any payments Consultant earns or receives under this Agreement, and for any interest, penalty, or other addition that arises in connection with such tax. CRS shall not be responsible for withholding, depositing, or paying any amount of tax due to any government agency in connection with any payments Consultant earns or receives under this Agreement. CRS acknowledges and agrees that CRS shall not treat Consultant as an employee for federal, state, or local income or employment tax purposes with respect to the consulting services rendered under this Agreement unless CRS is directed in writing to do so by the relevant taxing authority.

6. Compliance with Applicable Laws. Consultant shall comply with all applicable laws and regulations in connection with Consultant's performance of this Agreement. Consultant shall indemnify and defend CRS from any and all suits, claims, or losses that CRS might suffer, pay, or incur as a result of Consultant's failure to comply with applicable laws or regulations.

7. Compliance with Policy on Safeguarding. Consultant acknowledges, understands, and agrees to comply with the CRS Policy on Safeguarding attached hereto as Appendix A.

8. Code of Conduct and Ethics. CRS encourages Consultant to have or develop a Code of Conduct and Ethics substantially similar to the CRS Code of Conduct and Ethics attached hereto as Appendix B and receive training on the same. In the absence of such a policy and training, Consultant is encouraged to voluntarily adopt and train its staff on this CRS policy.

Article IV PERFORMANCE AND TERMINATION

1. Disputed Work. CRS may, upon notice to the Consultant, withhold payments for received work which is not performed in compliance with this Agreement and/or reasonably question any item(s) reflected on the Consultant's invoice ("the Disputed Work"). Pending the settlement or resolution of the Disputed Work, the non-payment of these items shall not constitute a default of this Agreement. In accordance with the schedule stipulated on the Consultant Information Sheet, CRS shall pay all amounts due that are not in dispute. In the event CRS withholds any payments from the Consultant due to the Disputed Work, CRS shall concurrently provide the Consultant with a detailed written notice setting forth the reason(s) for such non-acceptance, and the Consultant shall have a reasonable opportunity to correct such work. Upon such correction, the withheld amounts will be promptly paid.

2. Termination by Consultant. Consultant may terminate this Agreement if CRS fails to pay the Consultant in accordance with the terms of this Agreement.

3. Termination by CRS. CRS may terminate this Agreement in whole or in part without penalty: (a) if the Consultant fails to comply with or breaches any of the material terms or conditions of this Agreement; (b) if the Consultant is unable or fails to carry out its obligations under this Agreement in a satisfactory or timely manner; (c) immediately, if the Consultant fails to comply with the CRS Policy on Safeguarding; or (d) at its convenience and without fault of the Consultant upon fifteen (15) calendar days' written notice.

4. CRS may terminate this Agreement pursuant to (3)(a) or (3)(b) of this section upon fifteen (15) calendar days' written notice to the Consultant. This notice shall (i) describe the breach and (ii) state CRS's intention to terminate this Agreement.

Article V FORCE MAJEURE

1. Neither Party shall be liable for its failure to perform under this Agreement (a) to the extent the non-performance is caused by events or conditions beyond that Party's control, and (b) provided that Party gives prompt notice to the other Party and makes all reasonable efforts to perform.

Article VI

INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers,

and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CRS may incur or suffer and that result from Consultant's performance of Services, or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

Article VII NOTICES

1. All other general correspondence required or permitted under this Agreement shall be in writing and shall be deemed validly given when delivered by a method reasonably calculated to effect delivery under the circumstances, preferably by email. Whether that be by hand, by recognized professional courier service, by recognized overnight express delivery service, by First Class mail, certified, return receipt requested, or by email, written confirmation requested, addressed as follows:

If to Consultant: To the Consultant's electronic or physical mailing address or addresses as indicated on the Consultant Information Sheet.

If to CRS: To the electronic address of the CRS Contact Person as indicated on the Consultant Information Sheet and to GSCMconsultancies@crs.org Either party may change the email address to which notices are to be sent by giving written email notice of such change of address to the other. Any termination notice must be communicated by email. .

Article VIII ENTIRE AGREEMENT

1. This agreement embodies the entire understanding between the parties with respect to the subject matter of the Agreement. No change, alteration, or modification of this Agreement may be made except in writing signed by both Consultant and CRS.

Article IX MISCELLANEOUS

1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

2. **Survival.** The expiration or termination of this Agreement for any reason shall not terminate the obligations or liabilities of the parties under Article I §7, Article II §6, Article III

§2, Article III §3, Article III §6, Article VI, and the applicable portions under this Article IX §2, each of which shall survive any such expiration or termination.

Article X APPLICABLE LAW

1.This agreement shall be governed by the laws of the state of Maryland.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed and delivered this Agreement as of the day and year first above written

Catholic Relief Services:

By:
(Authorized HQ Global Supply Chain Management Unit Signature)

Date:
please use the calendar drop down box

Printed Name:

Title:
HQ Department of Global Supply Chain Management Unit

Consultant:

By:
(Consultant's Signature)

please use the calendar drop down box
Date:

(Should be the same as the digital signature date to the left)

Printed Name:

APPENDIX A

CRS Policy on Safeguarding

Created On: **June 1, 2020**

This policy supersedes CRS' Safeguarding Policy created November 1 2018.

Definitions within this policy supersede those referenced in sections A.1. and A.2. of the CRS Code of Conduct and Ethics (2018 Revision - V.7)

Purpose:

1. Safeguarding is the responsibility that all organizations have to ensure that their programs and staff, and those engaged by, or in service to, the organization, honor and protect the rights and dignity of all people --especially children and vulnerable adults --to live free from abuse and harm.
2. At Catholic Relief Services (CRS), this responsibility is paramount given that safeguarding is seen as an integral part of the mission and values of the Catholic Church and one that is firmly rooted in our belief that each individual has a unique worth created in the image and likeness of God.
3. Safeguarding is also fundamental to our identity as a humanitarian and development organization and our commitment of accountability to those that we serve - to creating and maintaining a culture of safety and preventing harm.
4. The purpose of this policy is to set a clear standard for those included in the scope of this policy, regarding their moral and legal obligations to treat all people with respect; to actively prevent all forms of harassment, abuse, and exploitation, including all forms of sexual misconduct and human trafficking.

Scope:

5. **The CRS Safeguarding Policy applies to all CRS staff, including CRS Board Members, and “affiliates”, which includes interns, volunteers, and visitors.¹**
6. CRS staff, Board Members and affiliates are expected to treat all people with whom they have contact with respect, to actively prevent all forms of harassment, abuse, and exploitation, including all forms of sexual misconduct and trafficking, and to ensure our programs do no harm to the communities in which we work. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.
7. Whereas many CRS policies vary across regions --contextualized to particular locations and cultures --the CRS Safeguarding policy is globally binding. As such, country programs need to ensure that this global policy is incorporated into local employment manuals and approved by local authorities, as applicable.
8. This policy applies to CRS staff activities and behaviors at work, outside work, and while on leave.
9. **CRS is committed to work only with organizations/entities --partners, suppliers and service providers, including consultants --who are equally committed to the dignity of individuals and equally vigilant about preventing and addressing harassment, abuse, and exploitation. As such, this policy also applies to all CRS partners, suppliers and service providers.²**

Policy:

10. CRS is committed to creating and maintaining an environment --both in our workplace, in our projects, and in the communities in which we work --that promotes our core values and prevents the harassment, abuse, and exploitation of all with whom we interact.
11. **All forms of harassment, exploitation and abuse, including sexual misconduct and trafficking, are prohibited conduct per this policy. Harassment and sexual harassment -- as defined below --typically refers to prohibited conduct in the context of the workplace --for example, behavior by CRS staff or affiliates towards other CRS staff, affiliate, partner, supplier, or service provider staff; or partner, supplier or service provider staff conduct directed at CRS staff or affiliates. Exploitation and abuse, including trafficking -- as defined below -- typically refers to prohibited conduct by CRS staff, affiliates, partners, suppliers and service providers against all other persons, foremost children, vulnerable persons and CRS program participants.**

¹ See Definitions section below for description of groups included in these categories.

²See Definitions section below for description of entities included in these categories.

Prohibited Conduct:

Harassment

12. General harassment is unwanted, unwelcomed and uninvited behavior that demeans, threatens or offends and results in a hostile environment. Harassment is typically targeted at an individual, or a particular group of individuals. This includes, but is not limited to, harassment based on ethnicity, color, religion, sex, age, sexual orientation, national origin or ancestry, disability, medical condition, marital status, or veteran status.
13. General harassment is not sexual in nature and may consist of verbal or physical conduct that insults or shows hostility or aversion towards an individual or group of individuals. Some examples of conduct that may constitute harassment (but not limited to) are: (a) the use of derogatory statements, or abusive words or phrases, jokes, unwelcome pranks, slurs, negative stereotyping, or threatening, and other intimidating or hostile acts (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the organization's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.³

Bullying

14. Bullying, defined as persistent and repeated mistreatment of one or more targeted persons by one or more perpetrators and includes (but is not limited to) threats; intimidation; public humiliation/name-calling; persistent and unwelcome teasing; abuse or use of power to undermine, humiliate or denigrate; intentional work interference/sabotage; or stalking. While harassment is usually based on protected characteristics and may be easier to spot, bullying can occur to anyone and may be more subtle and accumulative.⁴

Sexual Harassment

15. Sexual harassment is a specific type of harassment which can cross age and gender boundaries and may include unwelcome sexual advances; request for sexual favor; verbal or physical conduct or gesture of a sexual nature; or any other behavior of a sexual nature that might reasonably be expected/perceived to cause offense or humiliation to another and when such conduct interferes with work; is made a condition of employment; or creates an intimidating, hostile or offensive work environment.⁵ Sexual harassment can be verbal, physical or visual. It includes actions directed at an individual or actions observed by an individual.

³ Adapted from *USEqual Opportunity Commission*.
<https://www.eeoc.gov/laws/types/harassment.cfm>

⁴ Adapted from *Workplace Bullying Institute*: <https://www.workplacebullying.org>

⁵ United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

16. Verbal: includes requests of a sexual nature made by one person to another. When from a supervisor or superior, these requests may demand or imply a condition of employment or compensation, either implicitly or explicitly, or when an employment decision is based on an individual's acceptance or rejection of such conduct. When from CRS to a partner or supplier these requests may imply a condition of continued cooperation, commercial or otherwise.
17. Physical: includes unwanted or inappropriate leering or touching of any kind, unwelcome sexual advances. Stalking may also be associated with sexual harassment.
18. Visual: includes the sharing or posting of images that create an offensive, hostile or intimidating environment or interferes with an individual's job performance. Examples include --but are not limited to --displays of sexually explicit or demeaning materials such as offensive pictures, cartoons, symbols, or items in the workplace.

Exploitation

19. Exploitation is the use of force or other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability; or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person.⁶

Forms of exploitation:

20. **Sexual Exploitation** is any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.⁷
21. **Child Labor** is defined as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It includes work that is mentally or physically dangerous and/or interferes with their schooling.⁸
22. CRS Staff are prohibited from hiring children under the age of 15 --regardless of any perceived benefit to the child or family --and prohibited from funding communities or programs in which child labor, as defined above, is occurring or condoned.

⁶ United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons*, 2004.

⁷ United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

⁸ International Labor Organization. <https://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/child-labour/lang--en/index.htm>

Abuse

23. Abuse is a deliberate act of ill treatment that can harm a person's safety, well-being, dignity and development. It often involves individuals who have a relationship of responsibility and care for the victim including project staff, parents, guardians, teachers, community workers, health-care providers, religious leaders, friends or other children.⁹
24. CRS staff are prohibited from any form of abuse of an individual, foremost children, vulnerable adults and program participants.

Forms of abuse ¹⁰:

25. **Sexual abuse:** actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.¹¹ **All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse.**
26. **Physical Abuse:** Non-accidental use of physical force that inadvertently or deliberately causes a risk of or actual injury or suffering. Physical force includes but is not limited to hitting, shaking, kicking, pinching, pushing/pulling, grabbing, burning, female genital mutilation, torture, and other physical acts.
27. **Emotional Abuse:** Harm done by persistent or severe emotional ill-treatment or rejection, such as degrading punishments, threats, bullying, and not giving care and affection, resulting in adverse effects on the behavior and emotional state of an individual or the behavior and development of a child or young person.¹²
28. **Neglect/Negligent Treatment:** Allowing for context and resources, the failure to meet the basic physical and/or psychological needs either deliberately or through negligence of a child or individual under the responsibility of the care giver/guardian. Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally-appropriate clothing and/or shelter; failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or providing inappropriate medical treatment (e.g., administering medication when not authorized); or failing to provide a safe physical environment (e.g., exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy, etc.).

⁹ Adapted from: *BetterCareNetwork; Save the Children and UNICEF.*

¹⁰ Adapted from United Nations Glossary on Sexual Exploitation and Abuse (24 July 2017) and Keeping Children Safe (www.keepingchildrensafe.org.uk).

¹¹ United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

¹² Caritas Internationalis. *Child Protection Policy Framework.*

Trafficking

29. Trafficking in persons is a form of exploitation. Trafficking is defined as the recruitment, transportation, or receipt of persons by means of deception, coercion, threat, or force for the purpose of exploitation such as for labor, prostitution, or sexual exploitation.¹³
30. CRS places a special focus on anti-trafficking of women and children, given their specific vulnerability and given the cruelty and perversity to which trafficked women and children are particularly subjected.
31. The following are types of prohibited exploitative conduct that are common to human trafficking schemes, in accordance with the elements defined above: forced prostitution and child pornography; forced marriages; illicit organ trade; narcotics smuggling; forced begging or labor.
32. All CRS Staff are also prohibited from employment practices related to trafficking, including:
 - a. Destroying, concealing, confiscating, or otherwise denying access to an employee's identity or immigration documents.
 - b. Using misleading or fraudulent practices to recruit employees such as failing to disclose key terms and conditions of employment or charging employees recruitment fees.
 - c. Using recruiters that do not comply with local labor laws or charging employees recruitment fees.
 - d. Failing to provide return transportation to any employee specifically brought to a country for the purpose of working on a project.
 - e. Providing or arranging housing that fails to meet host country housing and safety standards.
 - f. Failing to provide a valid employment contract or work document where required by law.
33. CRS also prohibits Staff from knowingly obtaining work-related goods or services that have been provided or produced by trafficked or forced labor.

Sexual Activity

34. All sexual activity with a child, defined as a person younger than 18 years of age, is considered sexual abuse and is prohibited regardless of the age of majority or consent locally. Mistaken belief in the age of a child is not a defense.
35. In order to prevent sexual exploitation from occurring, CRS prohibits CRS Staff, Board Members, and affiliates, from buying sex (prostitution) by offering money, gifts, or other material support, regardless of the age or affiliation of the individuals selling sex.

¹³ United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children*, 2000.

36. Sexual relations between aid workers and program participants (of any age) are prohibited and are grounds for termination. The only exception is a mutual relationship between a local country program staff member¹⁴ and a local program participant; in such a case, the employee must fully disclose the relationship to their supervisor, human resources, or the Country Representative at the outset of employment or the relationship.¹⁵
37. All staff must always ensure their relationships with program participants or potential program participants do not involve any form of sexual exploitation or abuse.

Partners, Suppliers and Service Providers

38. All agreements with partners must include the CRS Safeguarding Policy as an addendum and a provision in their agreement requiring adoption of the same or equivalent policy for their own organization. Partner agreements must also include, at a minimum, provisions requiring mandatory reporting to CRS of any allegations involving trafficking of persons, abuse or exploitation that pertain to programming or staff funded by CRS, or allegations that are not directly related to the programming or staff funded by CRS, but could be reasonably expected to impact the relationship between the partner and CRS, or the reputation of the partner or CRS.¹⁶
39. All suppliers and service providers must sign CRS' Supplier and Service Provider Code of Conduct and adhere to any safeguarding specific terms and conditions within the supplier or service provider contract.

Reporting

40. All CRS Staff, Board Members, and affiliates are obligated to report any concerns or suspicions of any forms of harassment, abuse and exploitation described above involving CRS Staff, Board Members, affiliates, partners, program participants, suppliers, service providers or aid workers associated with another organization. The concern may be a result of witnessing the incident, being told of it, or being the object of it.
41. All such required reporters should report all concerns through any of the following channels:
 - ☐ Human resources (HQ or country program)
 - ☐ Supervisor
 - ☐ The Country Representative
 - ☐ Country program safeguarding designate.¹⁷

¹⁴ Local country program staff member defined here as a CRS country program employee.

¹⁵ Relationships between a local country program staff member and a local program participant should be disclosed using Relationship Disclosure Form and added to the staff member's personnel file. Further action may be necessary, i.e. where a Conflict of Interest is also present, but will be at the discretion of the Country Representative and Human Resources.

¹⁶ These are the minimum CRS partner provisions on reporting; however, some donors, such as DFID, may require broader reporting, i.e. to include workplace harassment. Therefore, partner reporting provisions may be more robust to meet donor standards.

¹⁷ Country programs are encouraged to identify and communicate to all staff a safeguarding designate following guidelines provided by Ethics Unit.

- ☐ Regional team: Regional Director, Deputy Regional Director for Management Quality, Deputy Regional Director for Program Quality
- ☐ Safeguarding Ethics Unit colleagues: Safeguarding Director, Safeguarding Advisor
- ☐ The CRS whistleblower site where staff may submit an online report with option of anonymity.¹⁸
- ☐ Email: alert@crs.org

- Skype: 1-866-295-2632

- Mail: (mark “Confidential)

Attention:

General Counsel

Catholic Relief Services

228 W. Lexington Street

Baltimore, MD 21201

42. If an allegation involves physical assault or includes an imminent threat to physical safety, country program leadership or CRS' Safety and Security Director may be the first point of contact, prior to reporting on the Whistleblower site. For any allegations received through the Whistleblower site with significant security concerns, CRS' Safety and Security Director will be consulted.

43. Otherwise, all recipients of safeguarding allegations must log the case onto the Whistleblower site within 24-hours of occurrence or upon learning of the violation, unless the allegation concerns Ethics Unit or Human Resources staff.

44. Allegations concerning Ethics Unit staff should be reported directly to the Human Resources Director or Vice President of Human Resources. Any allegation concerning Human Resources staff may be reported directly to the Ethics Unit Director or CEO.

45. The reports of alleged safeguarding violations should include as much information as is readily available, such as:

- Date, time and location of the incident
- Nature of what happened
- Any immediate help or actions required

46. Intentional false or malicious reporting may result in disciplinary action.

47. CRS is committed to ensuring that program participants --and members of communities in which they live --are aware of what staff behavior is acceptable and how they can raise their concerns or questions in a confidential and secure manner. CRS will ensure communication is systematic throughout project planning; and community-based feedback and response mechanisms are established.

¹⁸ While anonymous reports are allowed, they can sometimes make follow-up difficult or impossible. Ethics Unit would work with the reporter and/or victim/survivor to address their concerns on safety, security and well-being to allow an investigation to proceed.

Investigation

48. CRS has zero-tolerance for inaction on Safeguarding allegations, which means all allegations will be promptly assessed and either referred to the appropriate agency (if an allegation involving another aid organization), investigated or otherwise addressed as appropriate to the type of allegation raised. This includes the investigation of credible allegations of an egregious¹⁹ nature pertaining to staff members no longer employed by CRS.
49. Staff, Board Members and affiliates are obligated to fully cooperate with an investigation. Allegations will be investigated in a safe and confidential, timely, thorough, and professional manner using CRS investigative protocols as outlined within the End-to-End/ Safeguarding Allegation Management (SAM) Procedures.
50. The reporter and survivor (if not the reporter) will be notified of the steps that will be taken to assess the allegation. The survivor will also be provided with updates on the status of the case.
- 51. *Under no circumstances, should any of CRS Staff assess or investigate an allegation or a reported allegation on their own, outside of standard reporting protocols.***

Confidentiality

52. CRS acknowledges and respects the courage and trust associated with reporting allegations of misconduct. To the extent possible, CRS seeks to maintain the confidentiality of allegations, survivor/victim, reporter, witnesses and subjects of complaint, understanding confidentiality can be critical to safety/security, reputation and well-being.
53. It is important for all reporters to understand, however, that CRS may be legally mandated to follow up on certain allegations (with donors, or authorities in case of potential criminal offense) and that strict confidentiality cannot always be guaranteed due to the organization's moral and/or legal obligation to report and investigate.
54. CRS staff or others involved in an investigation (including the reporter, the subject of the complaint, the investigator(s) and anyone interviewed as a witness) have a duty to manage sensitive information in a manner that is respectful, professional, and that complies with applicable law, which may vary by location. Staff must keep all information about any suspected or reported incidents strictly confidential and divulge information only to a designated investigator. Failure to maintain confidentiality may be grounds for disciplinary action. The only exception being in instances where a survivor needs to disclose information in order to access necessary support and services.

¹⁹ Egregious refers to those allegations that:

- 1) were they to be substantiated would otherwise result in serious disciplinary measures such as (but not limited to) termination; and/or
- 2) information available to the Agency suggests that the alleged conduct has had a demonstrably detrimental impact on the survivor.

The Safeguarding Director or their designate is responsible for determining if an allegation pertaining to a staff member no longer employed by the Agency reaches the threshold of egregious.

Support to Survivors and Safety/Security

55. The support CRS provides to survivors will be in line with global ethical guidelines for timely, confidential, survivor-centered care that is responsive to the survivor's needs and preferences, while fulfilling organizational duty of care to staff and those that we serve. CRS will seek to protect survivors from stigma, discrimination, retaliation or other harmful consequences.
56. CRS will provide immediate and appropriate support to survivors of harassment, exploitation and abuse regardless of whether a formal internal response is carried out (such as an internal investigation). Support may include specialist psychosocial counselling²⁰, a medical or legal referral, support to address security concerns, and/or access to other support, as needed and appropriate.
57. Further, in the case when CRS or the reporter believe that an investigation could put the reporter, survivor, witnesses or anyone else in danger, CRS will take reasonable steps to protect the safety and security of those at risk.

Non-Retaliation

58. Neither CRS nor its Staff will retaliate --in the form of an adverse employment action or harassment --against any individual reporting an allegation in good faith or participating in an investigation. Any form of retaliation may result in disciplinary action up to and including termination.

Adherence:

59. Full compliance with this Safeguarding policy is expected of all CRS Staff, Board Members, and affiliates. Failure to adhere to the provisions stated above may result in a range of actions and consequences, which for staff could include (but is not limited to): verbal warnings, written warnings, mandatory training or counseling, suspension, and/or termination of employment. Serious misconduct such as sexual abuse and exploitation as well as persistent and severe forms of harassment are cause for immediate termination.
60. Knowingly facilitating or aiding another aid worker to perform acts of exploitation or abuse is strictly prohibited and will be addressed in the same manner as when such an activity is undertaken directly by CRS Staff.
61. Depending upon the misconduct, context and local laws, CRS may report allegations and CRS investigative findings to donors and local law enforcement authorities.

²⁰ For expatriate staff, options may include Employee Assistance Program and Headington Institute; for country program staff, options may include The KonTerra Group or locally sourced referral options.

Interpretation and Questions:

62. Questions on the interpretation of this policy --and any other questions --can be directed to the Ethics Unit Safeguarding Director.

Definitions:

- ☐ **Affiliate:** includes any US-based or overseas intern or volunteer working in service to CRS over a period of time, whether paid or unpaid, including Global Fellows, university interns, and others with a similar type of relationship to CRS. Also includes visitors; any individual working in a CRS office or traveling with or on behalf of CRS, regardless of their affiliation to the organization, which includes public and private donors, trustees, university faculty, seminarians and others with a similar association to CRS.
- ☐ **Abuse:** a deliberate act of ill treatment that can harm a person's safety, well-being, dignity and development. It often involves individuals who have a relationship of responsibility and care for the victim including project staff, parents, guardians, teachers, community workers, health-care providers, religious leaders, friends or other children.²¹
- ☐ **Bullying:** persistent, repeated and targeted mistreatment of one or more persons by one or more perpetrators that may include threats; intimidation; public humiliation; persistent and unwelcome teasing; and/or abuse or use of power to undermine or humiliate.
- ☐ **Child:** anyone under the age of 18 years of age.
- ☐ **Child Abuse:** all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or other exploitation, resulting 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.²²
- ☐ **Child Labor:** work that deprives children of their childhood, their potential and dignity. It includes work that is mentally or physically dangerous and/or interferes with their schooling.
- ☐ **Emotional Abuse:** harm done by persistent or severe emotional ill-treatment or rejection, such as degrading punishments, threats, bullying, and not giving care and affection, resulting in adverse effects on the behavior and emotional state/development of an individual or child.²³

²¹ Adapted from: *Better Care Network; Save the Children and UNICEF.*

²² World Health Organization. 1999.

²³ Caritas Internationalis. *Child Protection Policy Framework*

- ☐ **Exploitation:** the use of force or other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability; or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person.²⁴
- ☐ **Harassment:** unwanted, unwelcomed and targeted behavior (may be verbal or physical conduct) that demeans, threatens or offends and results in a hostile environment. Usually, but not always, based on protected characteristics (ethnicity, color, religion, sex, age, sexual orientation, disability, etc).
- ☐ **Neglect/Negligent Treatment:** Allowing for context and resources, the failure to meet the basic physical and/or psychological needs either deliberately or through negligence of a child or individual under the responsibility of the perpetrator.
- ☐ **Partner:** any entity formally engaged by CRS (under a grant, contract, cash contribution or memorandum of understanding) to implement programmatic deliverables for the purposes of improving outcomes of vulnerable populations.²⁵
- ☐ **Physical Abuse:** non-accidental use of physical force that inadvertently or deliberately causes a risk of or actual injury or suffering. Physical force includes but is not limited to hitting, shaking, kicking, pinching, pushing/pulling, grabbing, burning, female genital mutilation, torture, and other physical acts.
- ☐ **Service Provider:** entity that provides services in exchange for payment, term most frequently used for specific categories of businesses such as consulting, legal advice, and telecommunications.
- ☐ **Sexual Abuse:** actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.²⁶ **All sexual activity with a child is considered sexual abuse.**
- ☐ **Sexual Exploitation:** any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.²⁷
- ☐ **Sexual Harassment:** a specific type of harassment (may be verbal, physical or visual) which can cross age and gender boundaries and may include unwelcome sexual advances; request for sexual favor; conduct or gesture of a sexual nature; or any other behavior of a sexual nature that might reasonably be expected/perceived to cause offense/humiliation, and when such conduct interferes with work; is made a condition of employment; or creates an intimidating, hostile work environment. ²⁸

²⁴ United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, 2004.*

²⁵ Entity may be local non-profit; community-based, faith-based or civil society organization; international non-profit or for-profit; academic institution; local or national government.

²⁶ United Nations. *Glossary on Sexual Exploitation and Abuse, Second Edition, 24 July 2017.* ²⁷

United Nations. *Glossary on Sexual Exploitation and Abuse, Second Edition, 24 July 2017.* ²⁸

United Nations. *Glossary on Sexual Exploitation and Abuse, Second Edition, 24 July 2017.*

- ❏ **Stalking:** unwanted and/or repeated surveillance by an individual or group toward another person. Stalking behaviors are interrelated to harassment, bullying and intimidation and may include following or monitoring the victim.
- ❏ **Supplier:** entity that provides goods or services to another business or directly to the customer.
- **Survivor:** a person who has experienced or has been exposed to a safeguarding concern. “Survivor” is generally preferred in the psychosocial support sector - in contrast to the term victim - because it implies resilience.
- ❏ **Survivor-Centered Care:** care that is responsive to a survivor's needs and preferences, and seeks to protect survivors from stigma, discrimination, retaliation or other harmful consequences.
- ❏ **Trafficking:** the recruitment, transportation, or receipt of persons by means of deception, coercion, threat, or force for the purpose of exploitation such as for labor, prostitution, or sexual exploitation.²⁹
- **Victim:** a person who has experienced or has been exposed to a safeguarding concern. “Victim” is a term often used in legal and medical sectors.
- ❏ **Vulnerable Adult:** individuals whose life circumstances (e.g. poverty, education), and/or as a result of discrimination based on physical or social characteristics (sex, disability, age, ethnicity, religion, sexual orientation, etc.), have a reduced ability to withstand the adverse impact of external stressors.³⁰
- ❏ **Zero tolerance:** implies all allegations are assessed, investigated as needed, and appropriate action is taken.

Related Policy and Resources:

- ❏ Code of Conduct and Ethics
- ❏ CRS Whistleblower Policy
- ❏ Safeguarding Policy Roll-Out Priorities

Key Words:

Safeguarding, conduct, harassment, bullying, sexual harassment, abuse, exploitation, child labor, trafficking, survivor, confidentiality, investigation, retaliation.

²⁹ United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children*, 2000.

³⁰ European Union. Humanitarian Aid definition.

APPENDIX B

CODE OF CONDUCT and ETHICS

adopted December 6, 2018 [V.7]

PURPOSE

To ensure that all CRS Employees, Affiliates, and Board Directors are aware of the agency's Code of Conduct and Ethics and CRS' commitment to the highest standards of personal integrity, moral conduct, ethics, and accountability to those we serve. In addition, the agency will implement and require appropriate training on this Code of Conduct and Ethics for its various constituencies.

SCOPE

1. All CRS employees: US-based, Expatriate, and Country Program staff ("Employees")
2. All Volunteers and interns in service to CRS ("Affiliates").
3. I members of the CRS corporate Board and the CRS Foundation Board of Directors.
4. CRS encourages consultants, contractors and project partners to have or develop a Code of Conduct and Ethics substantially similar to this CRS policy, and receive training on the same. In the absence of such a policy and training, such consultants, contractors and project partners are encouraged to voluntarily adopt and train their staff on this CRS policy.
5. CRS expects and requires all subcontractors, for contracts funded and awarded by the United States government, to have or develop a Code of Conduct and Ethics substantially similar to this CRS policy, and receive training on the same. In the absence of such a policy and training, such consultants, contractors and project partners are expected to voluntarily adopt and train their staff on this CRS policy.

INTRODUCTION

This Code of Conduct and Ethics outlines CRS' commitment to the highest ethical standards to serve with respect and integrity, promote dignity and model stewardship. It aligns with and amplifies existing CRS values, policies and procedures, guiding principles, and the laws and regulations that govern our operations. The teachings of the Catholic Church are central to CRS' identity, and those teachings resonate with many of the other great religions of the world. Our Code has further been informed by and developed to reflect the Caritas Internationalis Code of Ethics which prescribes the basic values and institutional practices of Caritas organizations.

The Code of Conduct and Ethics represents our commitment to creating and maintaining an environment that respects and values CRS employees, partners, donors, and beneficiaries. Upholding ethical standards helps us to maintain compliance with legal, regulatory, and donor requirements. At the same time, our commitment and values call us to do more by acting responsibly and with integrity, making good judgments, and always striving to do no harm in our service to others.

All who are associated with CRS have the responsibility to uphold this Code of Conduct and Ethics. While it does not address every situation specifically, the Code of Conduct and Ethics provides the guidance we need to conduct our work ethically, with integrity, and in a manner that is consistent with CRS' values. The standards outlined here have been the pillars of our success since we were established in 1943. Our reputation and future success rests in each one of us doing our part to promote ethics, integrity, and respect when serving others and in our decision-making. The agency will monitor and update the policy and related documents as necessary, including a comprehensive review at a minimum of every three years.

A: Maintaining Safety and Wellbeing

Our standards on respect, safety, and wellbeing are the core values that inspire our mission, and in turn contribute directly to our success. CRS' Code of Conduct and Ethics is about maintaining respect, safety, and wellbeing of all those we work with and serve. We must all work together to maintain an environment that promotes respect for everyone at work, and for all beneficiaries, partners, and donors with whom we serve and work. The agency and all employees must know and maintain the following standards and procedures for safety, respect and wellbeing.

A.1. Protecting Children and Vulnerable Adults

CRS promotes the wellbeing of individuals to realize their full human potential, in solidarity with others, respecting the dignity of every person and caring for the most vulnerable and marginalized. Our policy on protection establishes standards, practices, procedures, and responsibility to protect children and vulnerable adults from abuse and exploitation. For more information, please refer to the [Policy on Safeguarding](#).

A.2. No Harassment

CRS is committed to providing a work environment that is free from harassment, thereby promoting the dignity and equality of the human person. Harassment interferes with an individual's wellbeing, work performance, and dignity and will not be tolerated. Harassment of co-workers, counterparts, and beneficiaries is equally prohibited. Harassment includes verbal, physical, visual, electronic, or other forms of intimidation, hostility, or offensive conduct. It may be based on race, color, religion, national origin or ancestry, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, or any other status protected by law. Harassment does not include expressing or explaining Catholic teaching, establishing or implementing policies that are based on Catholic teaching, or exercising CRS' right to prefer the employment of Catholics for some positions. For more information, please refer to the [Policy on Safeguarding](#).

A.3. Responsible use of social media

CRS encourages the use of social media in ways that are consistent with its Guiding Principles and ensure the safety, privacy, and human dignity of employees, partners, and beneficiaries.

For more information, please refer to the [Social Media Policy](#) (CRS Social Media Policy, POL-HRD-GEN-0015).

A.4. Non-discrimination

The success of CRS is directly related to the trust and credibility we inspire by ensuring a work environment free from unlawful discrimination. CRS is committed to equal employment opportunity and to the development of talent and learning of a workforce with diverse skills and experiences. No discrimination will be tolerated under any circumstances at any locations. Specifically, discrimination on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability, marital status, genetic information, or any other characteristic protected by law is prohibited. This prohibition covers all terms, privileges and conditions of employment including, without limitation, recruitment, hiring, assignment, compensation, promotion, discipline, and termination. However, conduct at odds with Catholic teaching may influence some CRS employment decisions. Additionally, some positions may require a CRS employee to be a US citizen and some positions require that an employee be in full communion and good standing with the Catholic Church. For more information, please refer to the [Equal Employment Opportunity Policy](#) (Equal Employment Opportunity, POL-HRD-EMP-0019).

A.5. Prohibited drug use, substance abuse, and smoking

CRS promotes a drug free workplace. All employees and contractors are expected to comply with CRS' policy on a drug-free workplace. The agency is committed to a work environment that is free from substance abuse (alcohol and drugs). CRS reserves the right to require drug testing upon reasonable suspicion of an employee's use or abuse of drugs or a controlled substance in violation of its policies. To protect and enhance our indoor air quality and to contribute to the health and well-being of all employees, all CRS offices are smoke free. No smoking or other use of tobacco products (including but not limited to cigarettes, pipes, snuff, chewing tobacco, or electronic smoking devices) is permitted in any part of any CRS office or vehicle. For more information, please refer to the policies on [Drug-Free Workplace](#) (Drug-free Workplace, POL-HRD-GEN-0008), [Substance Abuse](#) (Substance Abuse, POL-HRD-GEN-0007) and [Smoking](#) (Smoking, POL-HRD-GEN-0004).

A.6. Prevention of Trafficking in Persons

CRS strictly prohibits human trafficking in all forms. Neither CRS nor any employee, subcontractor, vendor, or agent is permitted to engage in certain activities or practices that constitute, encourage, or support human trafficking. For more information, please refer to our policy on [Safeguarding](#).

B: Protecting Assets; Safeguarding Confidentiality

All CRS Employees and Affiliates share a duty and responsibility to safeguard confidentiality and use resources justly, equitably, and efficiently in accordance with applicable guidelines, laws, and regulations. For more information, please refer to our policies on [Workplace Conduct](#) and on [Dismissal for Cause](#) (General Workplace Conduct Policy, POL-HRD-GEN-0009; Dismissal for Cause Policy, POL-HRD-EMP-0017).

B.1. Protecting assets and property

Employees shall protect agency assets and property at all times. CRS' assets and property include time, proprietary information, funds, and equipment. Illegal or criminal use of agency property or assets is prohibited. An employee is expected to, among other things:

- Give the time needed to fulfill their job responsibilities;
- Take reasonable care of CRS' property so that it is not damaged, misused, wasted, lost, or at risk of being lost;
- Advance CRS' legitimate work interests whenever opportunities arise; and
- Protect CRS' confidential and proprietary information and intellectual property.

B.2. Safeguarding confidentiality

All CRS Employees and Affiliates, both during and after employment, are required to safeguard the agency's confidential, proprietary, and/or sensitive material and information that they have access to. Such material and information includes but is not limited to:

- Human resources information including employee personnel records and terms of employment;
- Donations, donor records, and funding agreements;
- Supplier lists, proposals, agreements, confidential pricing data;
- Confidential information and materials obtained from staff meetings, department projects, management meetings or other sources;
- Computer systems and software data including electronic computer passwords or other security codes that allow access to private personnel data or to any information contained in confidential records or reports;
- Access code and password for electronic banking (including electronic fund transfers, mobile banking, corporate credit cards, pre-paid debits cards and others);
- Reports of abuse, exploitation, fraud or other violations of CRS standards;
- Intellectual property such as designs, ideas, brand, and copyright materials
- Financial records and documentation;
- Legal records and legal correspondence; and
- Any other information marked confidential or which is by its nature confidential.

B.3. Privacy

CRS is committed to protecting employee privacy. To this end, CRS maintains employment files in a secure and confidential manner under the Human Resources department. Employees have a right to review their employment files with a request to the human resources personnel in their Country Program, their Country Representative, their Deputy Regional Director MQ, or the Director of Human Resources in Baltimore HQ. When required by law, and in compliance with applicable regulations, third parties or government agencies may also be permitted to view the employment files. CRS maintains the integrity of employee payroll information. The agency's health benefits plan complies with the privacy rules and provides employees with notices that explain the participants' rights.

C: Transactions and Procurement Ethics

The importance of performing due diligence in all our transactions and procurement is critical to maintaining our success and reputation. Our mission at CRS to help the poor around the world involves serving within complex regulations worldwide, and with a requirement for accountability to beneficiaries, partners, and donors. The following standards and procedures are essential to carry out our mission and to maintain responsible stewardship of the resources entrusted to our organization

C.1. Financial Integrity

CRS has a responsibility and legal duty to protect financial assets and resources. To maintain financial integrity, employees shall comply with all applicable CRS standards and policies in recording, retaining, and reporting financial information. Financial data and records shall be maintained as current, accurate, and complete. Record-keeping procedures will be timely to ensure that all costs are properly charged and reported, and to maintain compliance with policies and financial and accounting standards, donor requirements, and legal regulations and laws.

For more information on financial integrity, refer to the following:

- [Finance Manual](#) (CRS Manual: Finance Policies and Procedures, February 2015).
- [Transaction Documentation](#) (Transaction Documentation Policy, POL-FIN-DOC-008).
- [Finance Ethics Procedure](#) (Code of Finance Ethics Procedure, PRO-FIN-ETH-003).

C.2. Internal Controls

All of CRS' work must be conducted within an environment of internal control, in accordance with existing policies and guidelines. The organization's internal controls and operating procedures are intended to detect, prevent, deter, and, where appropriate, disclose improper activities and misuses of those resources. CRS' internal controls shall be effected by the board of directors, management, and other personnel, designed to provide reasonable assurance in all of our operations, reporting, and compliance.

All employees shall maintain sound internal control over CRS' resources and activities, to cost-effectively reduce the risk of loss or misuse of funds or property to an endurable level. All transactions must be properly recorded in appropriate books in order to avoid potential weaknesses in internal controls and to comply with stated CRS policies and procedures. The agency shall maintain risk assessment to ensure timely identification, analysis and management of risks to the achievement of our mission. Information, communication systems and monitoring processes shall be used for timely exchange of information and to assess the quality of internal control performance and learning. In the event that CRS' books, records, and systems are reviewed, audited, or investigated by a Government agency, CRS employees will provide full cooperation with the Government agency responsible for any such audit, investigation, or review.

C.3. Procurement of goods and services

CRS is committed to the procurement of goods and services in a manner that maximizes contribution to and support of our customers worldwide and the agency's strategic objectives in both normal and emergency situations. All goods and services shall be procured in accordance with agency procurement policies and procedures, and through optimized purchasing economies of scale, use of leading-edge technologies and concepts, ethical sourcing, and highly professional practice at all levels.

Procurement contracts and agreements

Procurement contracts or agreements shall be used as the legal instrument to effect the purchase of goods or services. Procurement contracts and agreements establish legally enforceable promises, offered and accepted by the parties, supported by the exchange

of things of value (e.g. goods, services, money). Procurement contracts can be formal contracts or in the form of a Purchase Order (PO) as defined in CRS policies.

Purchases

All employees who are involved with procurement transactions are required to follow the policies and procedures of CRS when committing agency funds for purchases. Purchases must be pursued in accordance with the Global Procurement Manual to reduce agency liability, verify that the agency is paying the best possible terms for goods/services, and ensure adherence to donor requirements. Purchases shall be conducted in a timely fashion and documented even in situations of rapid response emergency, taking into account CRS' three key purchasing factors: quality, delivery, and price.

Suppliers

CRS regards suppliers as partners, and as such, it is important to maintain an atmosphere of honesty and integrity in working with them. Selection of suppliers shall be ethical, based exclusively on quality, service, price, and suitability to the agency's needs. Employees directly responsible for purchasing shall not have any personal or family interest, involvement, or financial relationship with a supplier that might impair objectivity or freedom of judgment. Ethical sourcing of suppliers shall be maintained, in compliance with the guidelines and policies set out by CRS' procurement policies and procedures. The Global Procurement team and local Country Programs are to maintain a solid and reputable supplier base. Employees should avoid using CRS suppliers for personal needs.

Consultants and Contractors

Consultants and independent contractors working for CRS are not employees and so their terms of service shall be outlined in a consultancy agreement reviewed, processed, and approved through HQ/Baltimore Human Resources or local Country Program policy. Consultants may not supervise agency personnel nor is the consultant's day-to-day work subject to supervision by Employees of the agency. Consultancy services shall be outlined in the Scope of Work with deliverables that do not include work that is normally done by employees.

For more information on procurement of goods and services, refer to:

- [Global procurement manual](#) and Global Procurement Policies [Approved Supplier List](#) policy, POL PUR SUP 001; Procurement Policy Executive Summary, POL-PUR-SUM-001; Procurement Contracts, POL-PUR-POS-001; return procedure, PRO-PUR-RETURNS Procedure).
- [Consultants \(Independent Contractors\) Policy](#): (Consultants/Independent contractors, POL-HRD-EMP-0004).

C.4. Conflict of Interest, fraud or corruption

Our CRS values and guiding principles commit us to avoid conflict of interest, and to never accept any form of fraud or corruption in compliance with operational regulations.

Conflict of Interest

CRS has confidence in the integrity of its employees but recognizes the possibility that conflicts of interest may arise. It is the policy of CRS that no employee shall take any

action or make any statement intended to influence the action of another, including donors and beneficiaries, to benefit the personal interest of the employee or the employee's family members, rather than the interest of the agency. If you are in doubt as to whether an activity could be regarded as a conflict of interest, you must seek clarification from your immediate supervisor, human resources personnel in your Country Program, your Country Representative, your Deputy Regional Director MQ, or from the Director of Human Resources in Baltimore HQ.

In compliance with CRS' governance policy, CRS Board members and "key employees" are required to file an annual Conflict of Interest disclosure with the Corporate Secretary.

Gifts, Entertainment and Hospitality

CRS employees shall not solicit, request, accept, or agree to accept any significant gift from a CRS partner or prospective partner. A significant gift is defined as any tangible item, service, favor, credit, or discount of value, not available to others, that could influence decisions and actions. No monies are to be accepted as a personal gift for any reason whatsoever. In addition, CRS' funds shall not be used to provide gifts to any partners or any other groups in order to influence decisions or planning related to pending projects. CRS employees are prohibited from offering or accepting any work-related entertainment or hospitality including meals or travel, unless it is permitted by law or regulation. Offers of entertainment and hospitality from CRS suppliers shall be declined tactfully, but clearly. **For more information, please refer to our policy on [Parties and Gifts](#)** (CRS Funded Parties and Gifts Policy, POL-HRD-GEN-0013).

Fraud or Corruption

It is never permissible to offer anything of value for corrupt purposes, such as obtaining favorable treatment with a respective beneficiary or partner. CRS prohibits Fraud whose definition within the framework of Fraud Allegation Management (FAM) procedure is: "An act or course of dishonesty, an intentional concealment, omission, or perversion of truth, to gain unlawful or unfair advantage, induce another to part with some valuable item or surrender a legal right, or inflict injury in some manner." The examples of fraud are bribery, kickbacks and gratuities, collusive behavior between vendors and employees, false claims, embezzlement, and the types of theft that are the direct or indirect result of fraudulent actions.

CRS prohibits employees from offering, soliciting, or accepting any bribe, whether dealing with government officials, political parties, or representatives of commercial organizations. "Bribery" does not mean just money, but anything of value; including gifts, entertainment, or other favors solicited or received for an improper purpose. This same integrity is expected from all third parties, agents, and any other partner.

Compliance with the U.S. Foreign Corrupt Practices Act (FCPA):

CRS complies with the United States Foreign Corrupt Practices Act (FCPA). The FCPA prohibits agencies and individuals from corruptly offering, promising or giving anything of value to a Foreign Official to assist the agency or individual in obtaining or retaining

** "Foreign Official" includes: a) an officer or employee of any non-U.S. federal, state, municipal, or other government, department, agency, or instrumentality; b) a political party or party official; c) a candidate for a foreign political office; d) an officer or employee of:
• a public international organization or any department or agency thereof, e.g., United Nations, World Bank, IMF, • an organization that is affiliated with one or more foreign governments, • a commercial business, enterprise or other organization that is owned or controlled by a foreign national, regional or local government; e) a consultant, advisor, contractor, or agent of any of the above that
(continued)

business or to obtain any improper advantage. It is also unlawful for any CRS employee to make payments to agents, sales representatives or other intermediaries while knowing or having reason to know that any portion of the payment will be used illegally. Unlawful political contributions to obtain or retain business operations overseas are prohibited.

Due diligence should be conducted on all third parties that CRS seeks to engage to act as agents, representatives or consultants in connection with business in a foreign country and foreign controlled partner agencies that CRS intends to establish a binding business relationship with. Due diligence should be conducted prior to entering into any contractual or binding arrangement, with advice from General Counsel. Neither CRS nor any Employee or Affiliate in service to CRS shall offer, make, promise or authorize payments to Foreign Officials, directly or indirectly, which would violate the FCPA, or similar national anti-bribery laws.

For more information regarding conflict of interest, fraud or corruption, refer to the following:

- ☐ [Conflict of Interest Policy](#) (Conflict of Interest, POL-HRD-GEN-0002).
- ☐ [Whistleblower Policy](#) (Whistleblower -Anti-corruption, POL-HRD-GEN-0018).
- ☐ [Fraud Allegation Management procedure](#) (Fraud Allegation Management (FAM) procedure, PRO-OOD-RSK-001).
- ☐ [The Foreign Corrupt Practices Act](#) (The Foreign Corrupt Practices Act, United States Department of Justice).

PROCEDURES

Acknowledgement and Acceptance

All persons bound by this Code of Conduct and Ethics (see “Scope” above) are obligated to acknowledge their awareness of its content and accept it as a binding obligation during their CRS service or employment as follows:

- a) New CRS employees and affiliates will execute an “Acknowledgement and Acceptance” statement at the time of their hiring, and all CRS employees and affiliates will execute an “Acknowledgement and Acceptance” statement at the time of their biennial refresher training.
- b) CRS corporate Board Directors and CRS Foundation Board Directors will annually execute an “Acknowledgement and Acceptance” statement concurrent with the submission of their Conflict of Interest declaration.

Training

All employees are required to complete the compliance training on the Code of Conduct and Ethics, with refresher courses every two years.

Human Resources shall be responsible for the design of the training and refresher courses, releasing the training to all staff through CRSLearns, and tracking compliance.

Country Programs shall ensure the timely completion of the training by all employees.

represents or acts on behalf of or in an official capacity for such entity or person; or f) members of foreign royal families that have governmental duties.

Raising complaints

All employees are required to report whenever they suspect or witness a violation of the standards outlined in this Code of Conduct and Ethics. Failure to report may put the agency and employees at risk, and lead to disciplinary action, up to and including termination. Reporting is an effective way of prevention and response to actual or perceived misconduct.

CRS shall investigate and follow up on reported incidents in a thorough, confidential and responsible manner.

Potential breaches or any violations of the Code of Conduct and Ethics shall be reported in accordance with the confidential [Whistleblower Policy](#) procedures (Whistleblower (Anti-corruption) policy, POL-HRD-GEN-0018) by:

- ☐ Submitting an online report on our secure and confidential website at www.ethicspoint.com
- ☐ Calling the hotline: 1 -866-295-2632. Country specific access codes are available on ethics point site.

Abuse or exploitation of children or vulnerable adults shall be reported in accordance with the [Policy on Safeguarding](#) by:

- Submitting an online report form on Navex Global: [English Español Français](#)
- ☐ Calling the hotline: 1 -866-295-2632. Country specific access codes are available on [protection website](#).

Violations of the Code of Conduct and Ethics may also be reported by contacting any of the following designated staff or officials:

- ☐ General Counsel
- ☐ Director of Internal Audit
- ☐ Director of Human Resources at Baltimore HQ
- ☐ Country Representative in your Country Program
- ☐ A member of U.S. congress or representative of congressional committee, a cognizant U.S. Inspector General, the U.S. government Accountability Office, a Federal employee responsible for contract/grant oversight or for investigating misconduct, and a U.S. court or grand jury (Only for violations related to a Federal contract or grant - including the competition for, or negotiation of, a contract or grant relating to U.S. government grants or contracts).

In some circumstances, CRS may be obligated to disclose certain violations to the U.S. Government. This obligation is triggered when there is "credible evidence" of certain criminal violations involving fraud under title 18 of the U.S. Code or civil violations of the False Claims Act. The obligation is also triggered when there is credible information relating to trafficking in persons by CRS or an employee, contractor, vendor, or agent. A CRS employee, contractor, or vendor who becomes aware of potential evidence of such violations should immediately report that information to the Director of Risk Management in accordance with the above procedures.

Non-retaliation

A CRS employee will not be discharged, demoted, or otherwise discriminated against as a reprisal for reporting any suspicions or for "whistleblowing." Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- ☐ Gross mismanagement of assets, property, funds, contract or grant;
- ☐ Inaccurate, false, or misleading financial records or documentation;
- ☐ A gross waste of agency funds;

- ☒ Abuse of authority and power for exploitation and abuse of beneficiaries or others that we serve;
- ☒ A substantial and specific danger to public health or safety;
- ☒ Abuse or exploitation of a child or vulnerable adult; or
- ☒ Any violation of CRS' Code of Conduct and Ethics.

CONSEQUENCES

All Employees and Affiliates are obligated to act with integrity and are responsible for adhering to the standards of this policy.

Any breach or violations of this Code of Conduct and Ethics may result in disciplinary action up to and including termination. Violations may also result in criminal and civil charges in the United States or abroad, with significant penalties if an employee and/or the agency is convicted. Violations and charges have serious implications on the agency's operations.

RELATED POLICIES AND DOCUMENTS

1. [Policy on Safeguarding](#)
2. [Social Media Policy](#) (CRS Social Media Policy, POL-HRD-GEN-0015).
3. [Equal Employment Opportunity Policy](#) (Equal Employment Opportunity, POL-HRD-EMP-0019).
4. [Drug-Free Workplace](#) (Drug-free Workplace, POL-HRD-GEN-0008).
5. [Substance Abuse](#) Substance Abuse, POL-HRD-GEN-0007).
6. [Smoking](#) (Smoking, POL-HRD-GEN-0004).
7. [Workplace Conduct](#) (General Workplace Conduct, POL-HRD-GEN-0009)
8. [Dismissal for Cause](#) (Dismissal for Cause, POL-HRD-EMP-0017)
9. [Finance manual](#) (CRS Manual: Finance Policies and Procedures, February 2015).
10. [Transaction documentation](#) (Transaction Documentation Policy, POL-FIN-DOC-008).
11. [Finance Ethics Procedure](#) (Code of Finance Ethics Procedure, PRO-FIN-ETH-003).
12. [Global Procurement manual and policies](#) (Approved Supplier List policy, POL PUR SUP 001; Procurement Policy Executive Summary, POL-PUR-SUM-001; Procurement Contracts, POL-PUR-POS-001; return procedure, PRO-PUR-RETURNS Procedure).
13. [Consultants \(Independent Contractors\) Policy](#) (Consultants/Independent contractors, POL-HRD-EMP-0004).
14. [Parties and Gifts](#) (CRS Funded Parties and Gifts, POL-HRD-GEN-0013)
15. [Conflict of Interest Policy](#) (Conflict of Interest, POL-HRD-GEN-0002).
16. [Whistleblower Policy](#) (Whistleblower -Anti-corruption, POL-HRD-GEN-0018).
17. [Fraud Allegation Management procedure](#) (Fraud Allegation Management (FAM) procedure, PRO-OOD-RSK-001).
18. [The Foreign Corrupt Practices Act](#) (The Foreign Corrupt Practices Act, United States Department of Justice).
19. [Caritas Internationalis Code of Ethics](#) (Striving to live our values: Code of Ethics for Caritas Internationalis member organizations).

Consultancy Scope of Work

Completion of this form is required to contract the services of a Consultant or Independent Contractor. **The Scope of Work and Consultant Requisition are essential attachments to the final Consulting Information sheet.**

CRS Country Program, Office
or HQ Department requesting
services:

Consultancy

Title:

Consultancy

Purpose:

Writing the expectations of this assignment in terms of who is going to deliver what and when is the only way for all to be clear on the deliverables and due dates for deliverables. Please use this section to describe the work to be performed. Focus on the specific outputs you expect within the time frame you specify in this consultancy packet.

The scope of work should contain any milestones, as well as deliverables and end products that are expected to be provided by the consultant. Please consider including the following sections in the scope of work:

- Background
- Activities
- Deliverables
- Timetable of Activities or Deliverables
- Cost (if more details are needed than those provided in the Consultant Requisition)
- Payment Schedule (if more details are needed than those provided in the Consultant Requisition)

Please paste your scope of work here. Please ensure that any information provided in the scope of work is entirely consistent with the same information stated in the Consultant Information Sheet. This field will add page breaks as needed.

SEND TO HQ GSCM