

Non-Traditional Subaward Agreement Between
SAVE THE CHILDREN FEDERATION, INC.



Save the Children®

And
City of Sunnyside

In accordance with the basic information, terms and conditions listed below Save the Children Federation, Inc. (hereafter referred to as "SCUS") and City of Sunnyside (hereafter referred to as "Sub-recipient") enter into this Subaward Agreement #999007465 (hereafter referred to as "Agreement").

BASIC INFORMATION

Duration of Grant:	4 months	Start Date:	5/1/2025	End Date:	8/31/2025
Organization:	City of Sunnyside		Save the Children Federation, Inc.		
Address:	818 E. Edison Ave. Sunnyside, WA 98944		501 Kings Highway East Fairfield, CT 06825		
Representative Contact Information:	Vicky Frausto Councilwoman vfrausto@sunnyside-wa.gov		Catalina Alvarez-Villanueva Assistant State Director calvarez@savechildren.org		
Finance Contact Information:	Irving L Brown Sr. Human Resources Manager ilbrown@sunnyside-wa.gov		Stefanie Dittert USP Finance Management sdittert@savechildren.org		

ATTACHMENTS

1. Attachment 1 – Additional Agreement Terms (e.g. Narrative, Budget, Reporting Terms, Donor Requirements)
2. Attachment 2 – Save the Children Safeguarding and Counter-Human Trafficking Policy
3. Attachment 3 – Save the Children Zero-tolerance Fraud Policy
4. Attachment 4 – Save the Children Conflict of Interest Policy
5. Attachment 5 – Save the Children Code of Ethics and Business Conduct
6. Attachment 6 – Save the Children Social Media Policy

TERMS AND CONDITIONS

1. SCUS hereby grants to Sub-recipient an amount of \$5,000.00 for 2025 - Early Learning Community Grants (the "Program").
2. Beneficiaries: TBD

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3. Budget and Funding.

a. SCUS shall make periodic payments to Sub-recipient as detailed in the sections below.

i. Total obligated Amount - \$25,000 and under

Payment Installment	Payment Amount	Requirements
Subaward Payment	100% of total obligated amount	<ul style="list-style-type: none"> • Signed agreement

ii. Total obligated Amount - \$25,001 and over (less than 1 year)

Payment Installment	Payment Amount	Requirements
1 st Advance	80% of total obligated amount	<ul style="list-style-type: none"> • Signed agreement • Advances will not exceed 80% of the total obligated amount
Final Payment	Reimbursement up to 100% of total obligated amount	<ul style="list-style-type: none"> • Project/program completed • All reports/data submitted • Final financial report • Reimbursement of balance of obligated amount due based on actual, approved, allowable financial reported expenditures within the subaward term.

iii. Total obligated Amount - \$25,001 and over (1 year or more)

Payment Installment	Payment Amount	Requirements
1 st Advance	40% of total obligated amount	<ul style="list-style-type: none"> • Signed agreement
2 nd Advance	40% of total obligated amount	<ul style="list-style-type: none"> • Approved semi-annual financial report

Non-Traditional Subaward Agreement Between
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		<ul style="list-style-type: none"> • Required programmatic reports submitted • Advances will not exceed 80% of the total obligated amount
Final Payment	Reimbursement up to 100% of total obligated amount	<ul style="list-style-type: none"> • Project/program completed • All reports/data submitted • Final financial report • Reimbursement of balance of obligated amount due based on actual, approved, allowable financial reported expenditures within the subaward term.

- b. A completed W-9 is required for this Agreement, as this contribution may require Sub-recipient to complete a Form 1099.
- c. Please provide a copy of your tax-exempt certificate, if applicable.

4. Program/Project and Financial Reporting.

- a. In-system programmatic and financial reports shall be uploaded to the Sub-recipient Reporting Portal according to the due dates specified therein. Final programmatic and financial report (if required) shall be submitted by **9/30/2025**. SCUS reserves the right to request additional information to fulfill donor requirements and requests.
- b. If adjustments to Sub-recipient’s accounting of this subaward occur after the end of the subaward period, thus reducing the final financial amount spent, then SCUS requires that the Sub-recipient provide a revised financial report by no later than 30 days of the close of the month in which the adjustment occurred, along with payment to SCUS for the balance of any unspent subaward funds. Any unspent funds remaining at the close of the Project are to be refunded within 30 days following the close of the project or on **9/30/2025**.

5. No-cost Extension. No-cost extension requests require the written approval of SCUS. Any requests for a no-cost extension shall be directed to all SCUS parties identified in the BASIC INFORMATION section, not less than 30 days prior to the Agreement end date.

6. Confidentiality and Data. It is not anticipated that confidential or personal information will be shared during the course of this agreement. If, however, the terms of the subaward require the sharing of such information, the parties will enter into a separate agreement.

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7. Termination.

- a. This Agreement may be terminated by SCUS, with or without cause, upon thirty (30) days prior written notice. In the event of such termination, and notwithstanding any other provision in this Agreement, fees will be paid by SCUS only for work or services completed prior to the termination date.
- b. Further, this Agreement may be terminated by SCUS with immediate effect upon written notice to Sub-recipient in the event of Sub-recipient's breach of any of the terms of this Agreement which shall not have been remedied within fourteen (14) days of written notice with request to do so.
- c. Upon termination, Sub-recipient will provide an accounting per the terms of Section 4 above.

8. Representations, Warranties, and Indemnities.

- a. The Sub-recipient represents and warrants that:
 - i. it is authorized and has the right and ability to undertake the obligations as set forth in this Subaward;
 - ii. it is properly registered in all jurisdictions as may be required to perform its obligations under this Subaward;
 - iii. it fully complies with Section 10;
 - iv. it fully complies with Executive Order 13224 - BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM.
- b. Sub-recipient shall hold harmless and indemnify SCUS and its directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the breach or alleged breach of Section 8(a); the negligent acts, errors or omissions or willful misconduct of Sub-recipient, its directors, officers, agents or employees. Additionally, the Sub-recipient shall indemnify and hold harmless SCUS for and from all costs, risks, delays, losses, damages and other liability incurred by SCUS due to the Sub-recipient's noncompliance with such laws or failure to secure such licenses, permits, and other approvals. This paragraph shall survive the expiration or termination of this Agreement for a period equal to the running of any applicable statute of limitations, including all tolling periods.
- c. Sub-recipient shall not use funds issued under this Agreement to engage in sectarian instruction, worship, prayer, or to proselytize. If the Sub-recipient is a faith-based or

Non-Traditional Subaward Agreement Between
SAVE THE CHILDREN FEDERATION, INC.



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And
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religious organization that offers such activities, these activities shall be voluntary for the individuals receiving services and offered separately from the Project/Program Plan.

- d. Sub-recipient shall not use funds issued under this Agreement to lobby any federal, state, or local government official(s) to receive additional funding or influence legislation.
- 9. Insurance. Sub-recipient agrees that all professional, medical, or other insurance, including, but not limited to, Workers' Compensation and Employer Liability Insurance, Comprehensive or Commercial General Liability Insurance, and/or Comprehensive or Commercial Automobile Liability Insurance, are required for the Sub-recipient to perform under this Agreement is the sole responsibility of the Sub-recipient, and as such, the Sub-recipient shall bear any costs for said insurance. Upon reasonable request of SCUS, Sub-recipient shall provide evidence of such insurance.

Initial:

MG

Mike Gonzalez, City
Manager

10. Compliance with SCUS Policies (Attachments 2-6)

a. Safeguarding and Counter-Human Trafficking Policy

i. Sub-recipient agrees to comply with either:

(a) The SC USA Safeguarding and Counter-Human Trafficking Policy, which can be found at [Safeguarding Children: What Is a Child Safeguarding Policy? | Save The Children](#); or <https://www.savethechildren.org/us/what-we-do/safeguarding-children> (the "Child Safeguarding Policy") (also attached as Appendix 2); or

(b) Sub-recipient's internal policy and procedures that are substantially similar to SCUS's Safeguarding and Counter-Human Trafficking Policy and approved by SCUS. Sub-recipient agrees to allow Save the Children to assess Sub-recipient's policies and procedures and capacity to implement such policies and procedures to determine whether they are substantially similar and if any additional safeguarding measures are needed. SCUS, where practical and appropriate, may support Sub-recipient to build Sub-recipient's safeguarding capacities to ensure they are able to comply with SCUS' safeguarding standards.

ii. Actual or suspected violations of SCUS Safeguarding Policy or Sub-recipient's substantially similar policy that occur in the execution of this award must be

Non-Traditional Subaward Agreement Between
SAVE THE CHILDREN FEDERATION, INC.



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And
City of Sunnyside

reported to SCUS within 24 hours of becoming aware of the concern. Reporting pathways include those listed in Section 10(f) as well as via

- email: safeguardingscus@savechildren.org or hotline@savechildren.org
 - iii. Sub-recipient agrees to thoroughly and objectively examine and, where needed, investigate reported safeguarding violations. If Sub-recipient does not have the internal capacity to investigate safeguarding concerns, Sub-recipient agrees to allow SCUS to investigate such concerns.
 - iv. Sub-recipient agrees to take appropriate corrective measures to all substantiated safeguarding reports. Sub-recipient understands that violation of SCUS' policy or Sub-recipient's substantially similar policy, failure to comply with reporting requirements, and/or failure to take appropriate corrective action may result in suspension or immediate termination of the Agreement and may also result in Sub-recipient being deemed ineligible for future agreements with SCUS.
 - v. Sub-recipient may be required to participate in an SCUS safeguarding training. All Sub-recipient staff having regular direct contact with children or their data must complete the Child Safeguarding Foundations Course located on Save the Children's partner portal. Depending on the outcome of the SCUS safeguarding assessment, Sub-recipient may be required to attend a live safeguarding webinar annually.
 - vi. All Sub-recipient employees and volunteers engaged in the execution of this award must undergo proper vetting including, but not limited to, criminal background checks and sexual offender registry search. Where concerns are "flagged" via the aforementioned vetting process, Sub-recipient must have decision-making procedures in place to ensure that no employee or volunteer pose a risk to any child or adult.
- b. Zero-tolerance Fraud Policy. The Sub-recipient represents that its responsible officer(s) have received and reviewed SCUS Zero-Tolerance for Fraud, Bribery and Corruption Policy, and that Sub-recipient will comply with these policies in all activities undertaken pursuant to this agreement, including, without limitation:
- i. Informing Sub-recipient staff of these policies
 - ii. Promptly report to SCUS any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS;
 - iii. Preserve all documents pertaining to any credible information or allegation of fraud, bribery, or corruption relating to its work with SCUS and shall cooperate fully in any investigation or audit commenced by SCUS or its donors, including making documents, facilities, and personnel available to SCUS or its donors

Non-Traditional Subaward Agreement Between
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- iv. Promptly and fully reimburse SCUS for any losses or penalties arising from any incident of fraud, bribery, or corruption involving their employees or agents and shall hold SCUS harmless from and against any claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Sub-recipient's noncompliance with the terms of the anti-corruption clauses of this Agreement.
- v. SCUS shall have the right to terminate this Agreement with immediate effect and shall have no further obligation to Sub-recipient if SCUS reasonably believes that Sub-recipient is in noncompliance with the anti-corruption clauses of this Agreement.
- c. Conflict of Interest. The Sub-recipient agrees to abide by the SCUS' Conflict of Interest Policy. SCUS requires that all conflicts of interest involving employees (or the families of employees) be disclosed in writing to the SCUS Representative. All Sub-recipients should have and maintain a copy of their own Conflict of Interest policy and it should be available upon request from SCUS.
- d. Code of Ethics and Business Conduct. The Sub-recipient agrees to abide by the SCUS' Code of Ethics and Business Conduct, which can be found at <https://indd.adobe.com/view/40575d0a-8239-4193-b4e5-4f342516801c> and all Sub-recipient staff should be informed of this policy.
- e. Social Media Policy. The Sub-recipient agrees to abide by the SCUS Social Media Policy, and all Sub-recipient staff should be informed of this policy.
- f. Reporting Concerns. If you see or hear something you believe is violation of SCUS's Policies share your concern by reporting it to your SCUS Representative or contact the Ethics Hotline:
 - i. Phone toll-free within the US: 1-844-287-1892
 - ii. Fax: 1-475-999-3293
 - iii. Web: Savethechildren.ethicspoint.com

Initial:

MG

Mike Gonzalez, City
Manager

11. Right to Audit. SCUS shall have the right, at its own expense, to conduct an audit of the relevant books, records and accounts of Sub-recipient related to the Services during normal business hours upon giving reasonable notice of the intent to conduct such an audit. Such audit shall not

Non-Traditional Subaward Agreement Between
SAVE THE CHILDREN FEDERATION, INC.

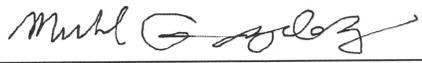


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And
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occur more than once in any twelve (12) month period. In the event of such audit, Sub-recipient shall comply with the reasonable requests of SCUS and provide access to all books, records and accounts necessary to the audit.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The parties shall settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, by binding arbitration in Connecticut.
13. **Invalid Provision.** If any provision of this Agreement, or the application of any provision to any party or circumstance, is held invalid, the remainder of this Agreement, and the application of the provision other than to the extent it is held invalid, will not be invalidated or affected.
14. **Waiver.** The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.
15. **Counterparts.** This agreement may be executed (including by electronic signature, as defined in the Electronic Signatures in Global and National Commerce Act of 2000) in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single legally binding agreement.
16. **Assignment.** Provider shall not assign this Agreement without the prior written consent of SCUS.
17. **Entire Agreement.** This Agreement, together with any exhibits or addenda annexed hereto, is the sole, complete, and exclusive expression of the parties' intent with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any conflict or discrepancy between the terms and conditions of this Agreement and those of any exhibit, rider, or addendum hereto, the terms of this Agreement shall control. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

City of Sunnyside	
Signature:	 Mike Gonzalez, City Manager
Date:	5/22/2025

Save the Children Federation, Inc.	
Signature:	 Ameer Barlet, State Director, Washington
Date:	5/22/2025

CITY CONTRACT NO: A-2025-79
RESOLUTION NO: X
COUNCIL MTG: X

Budget Narrative

Instructions: Please complete for Save the Children Funded Costs Only and provide as much detail as possible. These figures should match the budget amounts entered into the system.

Certified Staff (Salaried Staff)		#	%	annual salary	Save the Children:	
	@				\$ -	
	@				\$ -	
	@	#	per hour	# hours/ day	# days/ year	\$ -
	@					\$ -
	@					\$ -
Total Certified Staff					\$ -	

Classified staff (Hourly Staff)		#	%	annual salary	Save the Children:	
	@				\$ -	
	@				\$ -	
	@	#	per hour	# hours/ day	# days/ year	\$ -
	@					\$ -
	@					\$ -
Total Classified Staff					\$ -	

Fringe:		%	Total Salaries	Save the Children:
Certified Staff	@		\$ -	\$ -
Classified Staff	@		\$ -	\$ -
Total Fringe				\$ -

Professional Development	Total Cost	Save the Children:
		\$ -
		\$ -
Total Professional Development		\$ -

Materials, Supplies and Equipment		Total Cost	Save the Children:
Office Supplies			\$ -
			\$ -
Training Supplies & Materials			\$ -
			\$ -
Program Supplies & Materials			\$ -
			\$ -
Food and Food Supplies & Materials			\$ -
			\$ -
Shelter Supplies & Materials			\$ -
			\$ -
Other Supplies & Materials			\$ -
School Supplies, Snacks, etc.	\$ 5,000.00		\$ 5,000.00
			\$ -
Equipment			\$ -
			\$ -
Total Materials, Supplies and Equipment			\$ 5,000.00

Training and Travel		#	Cost per mile	Total miles/ mo	# months	Save the Children:
Mileage	@					\$ -
	@					\$ -
Other		#		Cost		\$ -
						\$ -
Total Training and Travel						\$ -

Other		Direct Total	%	Total Cost	Save the Children:
Other Costs - if approved		\$ 5,000.00		\$ -	\$ -
Total Other				\$ -	

TOTAL SAVE THE CHILDREN FUNDED PROGRAM BUDGET				\$ 5,000.00
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Policy Title	Safeguarding and Counter-Human Trafficking Policy
Version No.	SG-01
Effective Date	3/25/2024
Summary	This Policy describes Save the Children’s commitments to safeguarding children and adults in the communities we serve and to preventing Human Trafficking, including standards of conduct applicable to all Representatives.
Implementing Procedures	Safeguarding and Counter-Human Trafficking Procedures
Approver	Senior Leadership Team
Policy Owner	General Counsel
Point of Contact	Managing Director of Safeguarding
Applicability	<input checked="" type="checkbox"/> Save the Children Federation, Inc. <input checked="" type="checkbox"/> SCUS Head Start <input checked="" type="checkbox"/> Save the Children Action Network <input checked="" type="checkbox"/> Other: Sub-awardees, vendors, suppliers, consultants, and others with whom we provide assets in exchange for services or products (collectively, “Partners”)
Legal / Compliance Requirements or Other Standards	USAID ADS 303 Mandatory Standard Provisions on Trafficking in Persons (July 2015), and Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, And Child Neglect (October 2023), Inter-Agency Standing Committee (IASC) Six Core Principles Relating to Sexual Exploitation and Abuse
Applicable Code of Ethics Principle	Principal 1 – Safeguarding is at the core of every decision that we make. Principal 5 – We raise our concerns, even if we are not sure something bad has happened

Purpose

This Policy, together with the Save the Children [Code of Ethics](#) and the Save the Children [Global Child Safeguarding Protocol](#) set out the commitments of Save the Children Federation, Inc., Save the Children Action Network, and SCUS Head Start Programs (collectively “SCUS”) to safeguarding and are fundamental to our mission and values.

Safeguarding is how we make SCUS *safe* for the children and adults who live in the communities where we operate. It refers to our individual and collective responsibility to prevent and respond to actions and omissions by our Representatives, whether deliberate or inadvertent, that place children and adults in the communities that we serve at risk of any kind of harm, abuse, or exploitation, including Human Trafficking.

Scope

This Policy is intended to cover all aspects of SCUS’ activities. It applies to all SCUS Representatives (including employees, volunteers, interns, consultants, and Trustees), as well as SCUS Partners and Program Visitors.

SCUS Representatives must demonstrate the highest standards of behavior and conduct, both in their private and professional lives, 24 hours a day, and 7 days a week. When traveling to other countries, SCUS Representatives will also follow the applicable policies of Save the Children International or other Save the Children Association Members.

The Policy applies to Program Visitors while visiting SCUS Programs or attending SCUS events.

SCUS’ Sub-awardees will be required to comply with this Policy or their own substantially similar policy when implementing part of a SCUS program. Other Partners will also be required to comply as per donor conditions and when provided with access to SCUS program participants or their data.

Policy Statement(s)

Upholding Our Legal Duties and Children’s Rights

SCUS will comply with all applicable laws and donor requirements concerning child protection, child welfare, nondiscrimination, human trafficking, and the prevention of sexual exploitation and abuse. In addition, we affirm our commitment to the [Inter-Agency Standing Committee’s Six Core Principles on Protection from Sexual Exploitation and Abuse](#), the [Save the Children Global Child Safeguarding Protocol](#), and the [Save the Children Disability Inclusion Policy](#). Where the SCUS Safeguarding Policy standard is higher than the applicable law, the SCUS’ Policy shall be followed.

SCUS is committed to giving primary consideration to the best interests of children and children’s rights in all actions we take related to preventing and responding to safeguarding violations. These rights include the child’s right to life and development, the

child's right to be heard/participate, and the child's right to non-discrimination as set forth in the United Nations Convention on the Rights of the Child. SCUS recognizes that certain individuals are at increased safeguarding risk, including children with disabilities, and we will take additional care to ensure that we protect their rights.

Behavioral Guidelines and Prohibited Conduct

SCUS Representatives and Program Visitors will review and adhere to the [Safeguarding Behavioral and Conduct Guidelines](#) in all their interactions with children and adults, including program participants and community members. Consistent with these materials, **SCUS prohibits all forms of Abuse, Exploitation, Human Trafficking, and Discrimination against child and adult program participants and community members**, including, without limitation, the following:

- Physical Abuse, Emotional Abuse, or Neglect of children.
- Engaging in any form of sexual activity with anyone under the age of 18 regardless of the age of consent locally. This includes grooming a child for sexual purposes. Ignorance or mistaken belief in the age of a child is not a defense.
- Engaging in sexual activity with an adult program participant or the caretaker of a child program participant, except in the circumstance that such relationship predates one or both parties' involvement with SCUS. Representatives are required to disclose any pre-existing relationships to their line manager.
- Exchanging money, employment, goods, or services for any form of sexual activity, including sexual favors or other forms of humiliating, degrading, or exploitative behavior. This includes exchanging assistance that is due to people participating in, or eligible for, SCUS Programs or buying or procuring sex acts from anyone at any time even when commercial sex transactions would be legal in the jurisdiction where they would occur.
- Engaging or attempting to engage in any form of sexual abuse or sexual harassment toward any program participants and community members, including any child or adult.
- The use of forced labor or engaging anyone under the age of 18 in any form of illegal or harmful child labor.
- The recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of any activity prohibited by this policy.
- Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents or engaging in other activities that contribute to Human Trafficking.
- Discriminating against program participants or community members, including any child or adult, on any basis, including but not limited to race, ethnicity, religion, sex, sexual orientation, gender identity, disability, or any other basis prohibited by federal, state, or local law.

See Annex 1 for definitions for the prohibited behaviors outlined above and Annex 3 for additional detail on activities that contribute to Human Trafficking.

Essential Standards

Per the standards set out in the Save the Children [Global Child Safeguarding Protocol](#), SCUS will adopt, maintain, and adhere to [agency-wide procedures](#) with respect to awareness and training of staff, prevention, reporting, and incident response. The People & Culture Division shall also maintain appropriate policies, procedures, and practices to combat human trafficking as set out in [Annex 3](#). In addition, SCUS Divisions may develop internal procedures and guidance to address safeguarding-related risks in their areas of responsibility, so long as they are consistent with this Policy and its associated procedures and guidance.

To ensure that safeguarding considerations are always prioritized, if any other agency Policy or Procedure appears to conflict with this Policy, this Policy shall prevail.

Reporting and Incident Response

All SCUS Representatives and Visitors must report concerns, suspicions, and known violations of this Policy or its Procedures - no matter how trivial the issue may seem - within 24 hours of becoming aware of the concern. Reports may be made anonymously. Reporting pathways include:

- **By phone:** (844) 287-1892
- **Online:** [SavetheChildren.EthicsPoint.com](https://www.savethechildren.org/ethicspoint)
- **By email:** safeguardingscus@savechildren.org or hotline@savechildren.org
- **In person:** Speak with your manager, HR Business Partner, or a safeguarding practitioner. Managers, HR Business Partners, and safeguarding practitioners are required to report all allegations of Safeguarding policy violations disclosed to them to EthicsPoint within 24 hours.
- **International programs:** Employees traveling to international programs are required to report concerns via [Datix](#) or to the local Safeguarding Focal Point. Upon return from travel, employees must inform the SCUS National Safeguarding Team of any concerns, suspicions, or known incidents that have been reported.

Where Partners have safeguarding reporting requirements under their agreements with SCUS, they must also report concerns, suspicions, and known violations of this Policy through the channels noted above.

Representatives and Visitors reporting concerns or complaints will be protected from any form of retaliation or negative employment consequences, per Save the Children's [Reporting and Resolving Policy Violations or Other Concerns Policy](#). Failure to report and/or knowingly reporting false information will be considered a breach of this Policy and may result in disciplinary action.

Information concerning suspected or reported safeguarding incidents should be treated as Confidential as defined in the Data and Information Classification Policy. Personal details concerning individuals involved in safeguarding incidents is Sensitive Personal

Information, as defined in the Personal Information Protection Policies. The collection and use of this information is governed by the relevant provisions of those policies.

All safeguarding concerns, suspicions, and incidents as well as any potential violations of this Policy will be thoroughly examined and where needed, investigated by SCUS' National Safeguarding Team. Where a Representative leaves SCUS prior to the commencement or completion of a safeguarding investigation and any subsequent disciplinary process, the process will continue, and a clear outcome will be recorded.

Ensuring a Survivor-Centered Approach

SCUS is committed to safeguarding approaches that put survivors at the heart of this Policy and related Guidance or Procedures. This means that the safety, dignity, and well-being of the survivor are the primary considerations in all steps SCUS takes to prevent and respond to concerns of safeguarding policy violations. Survivors have the right to decide whether they wish to be involved in any investigation. If desired, and with the informed Consent or Assent of the survivor, survivors will be referred to support services, which may include but are not limited to medical, psychosocial, and legal assistance. Support will be provided to survivors of safeguarding policy violations regardless of status or outcome of an investigation, including when a survivor does not wish to participate in an investigation.

Zero-Tolerance

SCUS has a zero-tolerance approach to Abuse, Exploitation, Human Trafficking, Harassment, and Discrimination against program participants and community members by any of our Representatives. Failure to adhere to the requirements set out in this Policy is a serious disciplinary breach and will result in disciplinary action up to and including termination of employment.

For Partners, violation of this Policy or their own substantially equivalent policy, failure to comply with contractual reporting requirements, and failure to take appropriate corrective action may result in suspension or immediate termination of the agreement and may also result in the party being deemed ineligible for future agreements with SCUS.

Exception Approval Procedure

Procedure/ Action	Action Owner
Exceptions to this policy requires written approval by the Vice President, General Counsel	Person seeking exception to policy
File and retain exception approval	General Counsel

Version Control

Version number	Version Date	Revisions made

SG-01	3/25/2024	New comprehensive Policy which includes PSEA, Adult Safeguarding, and Human Trafficking
CS-01.7	12/15/2021	Updates to match new titling structure
CS-01.6	10/01/2020	Revisions of existing Child Safeguarding Policy
CS-01.5	02/01/2019	Revision of existing Child Safeguarding Policy
CS-01.4	04/12/2017	Updated format
CS-01.3	07/25/2016	Revision of existing Child Safety Policy

Annex 1 – Definitions

Term/Acronym	Definition
Assent	Assent is the expressed willingness or agreement of the child that is unable to give informed consent due to their age or maturity.
Child	Anyone under 18 years of age.
Best interest of the child	A commitment to ensuring that the child’s wellbeing and interests are always the primary priority.
Child Abuse	Anything which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of safe and healthy development into adulthood. Abuse may occur through direct contact, online or without the knowledge of the child. Child Abuse includes Physical Abuse, Emotional Abuse, Neglect, Sexual Exploitation & Abuse, and Exploitation.
Child Labor	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 illegal, is mentally, physically, socially, or morally dangerous and harmful to children, or interferes with their schooling by: <ul style="list-style-type: none"> • depriving them of the opportunity to attend school; • obliging them to leave school prematurely; or • requiring them to attempt to combine school attendance with excessively long and heavy work.
Child Protection	Our programmatic area of work aimed at protecting children from all forms of abuse and exploitation in all regions of the world.
Child Welfare	Making the community safe for children. It refers to risks that are <i>external</i> to SCUS programs/operations. Child Welfare matters are required by law or local norms to be reported to local authorities, which may include familial, communal, or institutional child abuse allegations.
Children with disabilities	Children who have long-term physical, mental, intellectual, or sensory impairments which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others.
Consent	Informed consent is an ongoing agreement which is freely given based upon a clear appreciation and understanding of the facts, implications, and future consequences of an action.
Discrimination	The treatment of one individual differently than another because of that individual’s membership in, or affiliation with, a protected category, or that of the individual’s relatives, friends, or associates.

	<p><i>Protected categories can be found in SCUS' Policy and Procedures Regarding Discrimination, Harassment and Workplace Culture.</i></p>
Emotional Abuse	<p>Harm to a child's emotional, intellectual, mental, or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment, failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating, or confining a child.</p>
Exploitation	<p>An umbrella term used to describe the abuse of children and adults who are forced, tricked, coerced, or trafficked into exploitative activities. Exploitation includes modern slavery and trafficking and children forced or recruited into armed conflict.</p> <p><i>Sexual Exploitation definition can be found below.</i></p>
Grooming	<p>Behavior that makes it easier for an offender to procure a child or vulnerable adult for sexual activity. It often involves the act of building the trust of children and/or their carers or a vulnerable adult, to gain access to them to sexually abuse them. Grooming may occur in person or online.</p>
Harassment	<p>For the purposes of this policy, harassment of program participants and community members is conduct that denigrates or shows hostility or aversion toward an individual because of that person's membership in, or affiliation with, a protected category, or that of the individual's relatives, friends, or associates, and that has the purpose or effect of creating an intimidating, degrading, humiliating, hostile or offensive environment.</p> <p><i>Sexual Harassment definition can be found below.</i></p>
Human Trafficking	<p>The recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.</p> <p>Exploitation includes, at a minimum, the exploitation or the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery, or practices similar to slavery, servitude or the removal of organs.</p>

	The definition of human trafficking also includes bonded labor, debt bondage, involuntary domestic servitude, child labor, the recruitment and deployment of child soldiers, and child sex trafficking.
Neglect	Failure to meet a child's basic physical and/or psychological needs either deliberately or through negligence.
Partner	Sub-awardees, vendors, suppliers, consultants, and others with whom we provide assets in exchange for services or products.
Physical Abuse	Non-accidental use of physical force that inadvertently or deliberately causes a risk of or actual injury or suffering to a child.
Program Participant	Individuals or communities who receive direct or indirect assistance from SCUS' activities, including but not limited to our campaigns, event, fundraising, and programming. Program participants include the caretakers of children that we support.
Program Visitors	Any non-employee, non-Representative invited to visit programs or partake in an event or activity sponsored by SCUS.
Safeguarding	How we make SCUS <i>safe</i> for the children and adults who live in the communities where we operate. It refers to our individual and collective responsibility to prevent and respond to actions and omissions by our Representatives, whether deliberate or inadvertent, that place children and adults in the communities that we serve at risk of any kind of harm, abuse, or exploitation, including Human Trafficking.
Safeguarding Practitioners	SCUS staff with dedicated safeguarding responsibilities including the National Safeguarding Team, Safeguarding Focal Points, and Safeguarding Advisors.
SCUS Representatives	Employees, volunteers, interns, consultants, and Trustees/Board Members of SCUS.
Sensitive Personal Information ("Sensitive PI")	Sensitive PI includes certain types of information that relates to an identified or identifiable Data Subject that require additional security safeguards and other types of information that SCUS considers to be sensitive.
Sexual Abuse	The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. It includes all forms of sexual violence and coercion, sexual solicitation, manipulation, or trickery. Any sexual activity with children (persons under the age of 18) is considered sexual abuse.
Sexual Exploitation	Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but

	not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.
Sexual Favors	Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography and so on.
Sexual Harassment	Unwelcome conduct of a sexual nature, which has the purpose, or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating, or offensive environment. Such conduct may take place on a single occasion or on several occasions.
Sub-awardees	An entity that receives a sub-award from SCUS to carry out part of a SCUS program or activity.
Survivor	The term “survivor” is used to describe a person who has experienced some form of violence, abuse, or another form of misconduct.
Survivor-Centered Approach	A survivor-centered approach is one for which the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of every step we take in responding to safeguarding concerns.
Zero Tolerance	Zero tolerance refers to the principle that every allegation is taken seriously and acted upon in line with SCUS established procedures for responding to safeguarding concerns as outlined in this Policy.

Annex 2 – Safeguarding Policy Framework

In addition to this Safeguarding Policy, the Safeguarding Policy Framework sets out the ‘key documents’ that detail the organization’s safeguarding commitments and practices so that they can be consistently incorporated and operationalized.

Key Documents	Description
Code of Ethics	The Code is the overarching policy of this Framework, outlining the Agency’s Core Values and Key Principles, and linking these to workplace behaviors. The Code of Ethics emphasizes workforce expectations through five individual pledges focused on: Safeguarding; Reporting; Speaking with care, dignity, and integrity; Being a trusted voice; Upholding trust of supporters; and being a safe and supportive workplace.
Global Child Safeguarding Protocol	The Protocol ensures that SCI and each Member take all reasonable steps to make itself safe for children both as an organization and in the conduct of all aspects of its day-to-day operations of emergency, humanitarian, developmental, policy and campaigning work. The Protocol describes the standards that SCI and each Member are required to apply and monitor to ensure that any children who we come into contact with are respected and protected from abuse and sexual exploitation of any sort.
Safeguarding Behavior and Conduct Guidelines	The aim of this document is to help SCUS Representatives understand prohibited behaviors and preventative actions that relate to safeguarding and provides practical non-exhaustive list of examples of behaviors that would be considered conduct violations under key policies.
Safeguarding & Counter-Human Trafficking Procedures	These Procedures operationalize the Safeguarding & Counter-Human Trafficking Policy. The Procedures have been developed to align with the Global Child Safeguarding Protocol and outline key actions and responsibilities across all programming, operations, campaigns, and activities to ensure that SCUS is safe for children, their caregivers, and other adults in the communities in which we work.
Safeguarding Investigations & Case Management Procedures	This document sets out accountabilities and mandatory actions required during investigations and case management of safeguarding concerns.
Safeguarding Risk	While not a policy, the Safeguarding Risk Management Framework is an inter-departmental tool that identifies agency-level safeguarding risks,

<u>Management Framework</u>	key mitigations and controls, and trainings, policies, and procedures for addressing these risks across programs and divisions.
<u>Head Start Child Safeguarding Policy Notebook</u>	These policies outline additional requirements for Head Start Representatives to ensure that Head Start programs are delivered safely for children and to ensure compliance with federal Head Start rules and regulations.

In addition, certain elements of Safeguarding awareness, prevention, reporting and responding framework are addressed in other Policies, including but not limited to:

<u>Reporting and Resolving Policy Violations or Other Concerns</u>	Reflecting the Core Values and Key Principles in the Code of Ethics, particularly the Reporting Pledge, this Policy outlines reporting procedures including contact information, a statement of confidentiality and anonymity for the reporting party, steps that are taken during an investigation, and a statement of non-retaliation.
<u>Background Check and Employee Disclosure Policy</u>	Statement of policy outlining SCUS policy on pre-employment/engagement background checks, re-check policy of current employees, and policy on disclosure of personal disclosure of criminal activity process.
<u>Alcohol and Drugs Policy</u>	Describes the Agency’s policy with respect to illegal or recreational drugs and alcohol, including their use, possession, sale, or transfer while on or during the use of Agency property. The policy requires employees to report certain drug or alcohol-related criminal convictions and describes potential remedies for violation of the policy by employees.
<u>Social Media Policy</u>	This policy establishes employees’ responsibilities regarding the use of personal and official SCUS Social Media accounts while employed by SCUS. This policy establishes good use practices that will protect the employee and SCUS from damaging our reputation and putting our work at risk.
<u>Save the Children Disability Inclusion Policy</u>	Our Policy for Disability Inclusion guides Save the Children to program, advocate, partner and organize with and for adults and children with disabilities to enjoy their rights and fundamental freedoms on an equal basis with others.
<u>Personal Information Protection Policy</u>	This Policy sets out the principles SCUS applies in handling and safeguarding Personal Information entrusted to SCUS and sets out the obligations of Staff in relation to Personal Information SCUS holds or Processes. Staff members each have a responsibility in securing and protecting the Personal Information in SCUS’s care.

<u>Workplace Culture Policy</u>	This policy sets forth the type of behavior that violates workplace culture, including discrimination and harassment, how employees can report that behavior, and the Agency's procedures for investigating and responding to that behavior.
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Annex 3 – Human Trafficking Prohibitions

The People and Culture Division shall adopt appropriate policies, procedures, and practices to combat trafficking persons, and the following activities shall be prohibited by SCUS:

- Use of forced labour.
- Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority.
- Using misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- Using recruiters that do not comply with local Labor laws of the country in which the recruiting takes place.
- Charging employees recruitment fees.
- Failing to provide return transportation or pay for the cost of return transportation upon the end of employment, for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a SCUS contract or subcontract;
- Providing or arranging housing that fails to meet the host country housing and safety standards; and
- Failing to provide an employment contract, recruiting agreement or other work document in writing where required by law in the language that the employee understands. If the employment requires the employee to relocate, the work document shall be provided to the employee at least five days prior to the employee relocating. The work document shall include, but not be limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs (if applicable), time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Policy Title	Zero Tolerance for Fraud, Bribery, Corruption, and Other Forms of Corporate Dishonesty
Version No.	2.0
Effective Date	January 1, 2025
Summary	This policy and related procedures describe Save the Children US' zero tolerance approach to Fraud, Bribery, and Corruption and reinforces our commitment to the highest standards of corporate governance, fiduciary duty, responsibility, and ethical behavior.
Implementing Procedures	Zero Tolerance for Fraud, Bribery, Corruption, and Other Forms of Corporate Dishonesty Procedures
Approver	<input checked="" type="checkbox"/> SLT - Save the Children Federation, Inc. <input checked="" type="checkbox"/> SLT - SCUS Head Start <input type="checkbox"/> SLT - Save the Children Action Network
Policy Owner	General Counsel
Point of Contact	Deputy General Counsel & Head of Ethics
Applicability	<input checked="" type="checkbox"/> Save the Children Federation, Inc. <input checked="" type="checkbox"/> SCUS Head Start <input checked="" type="checkbox"/> Save the Children Action Network <input checked="" type="checkbox"/> Other: Sub-Awardees, partners, vendors with whom we provide assets in exchange for services or products (collectively, "Partners") by inclusion of applicable language in SCUS agreements and subawards.
Legal / Compliance Requirements or Other Standards	Statutes: Foreign Corrupt Practices Act, 15 U.S.C. §§78dd-1, et seq.; False Claims Act, 31 U.S.C. §§ 3729, et seq. Regulations: 48 C.F.R. § 9.4; 2 C.F.R. § 200.113 Industry Standards: USAID Fraud Prevention and Compliance Standards; Transparency International Handbook of Good Practices; Preventing Corruption in Humanitarian Operations Circumstances
Applicable Code of Ethics Principle	Principle 3 : We Uphold The Trust Of The Children We Work With And Of Our Supporters To Act As Good Stewards of Resources Principle 5 : We Raise Our Concerns, Even If We Are Not Sure Something Bad Has Happened

Purpose

Save the Children Federation, Inc., Save the Children Action Network, and SCUS Head Start Programs, Inc. (collectively “Save the Children US”) are committed to the highest standards of corporate governance, fiduciary responsibility, and ethical behavior. Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty go against our core values and the Key Principles of our Code of Ethics, diminish our impact for children, undermine the viability of our organization, and breach the trust placed in us by our donors.

Scope

This Policy applies to all Save the Children US Employees, Interns, Fellows, Volunteers (including Event Volunteers), and Temporary Staff (collectively “Staff”). Additionally, it applies to Save the Children US Trustees and Board Members, and to sub-awardees, partners, suppliers, consultants, and others with whom Save the Children US provides assets in exchange for goods or services (collectively, “Partners”). Collectively, all persons and/or entities covered by this Policy are referred to as “Save the Children US Representatives.”

Policy Statement(s)

Zero Tolerance

Participating in fraud or corruption can result in serious criminal, civil, and reputational consequences for Save the Children US, for individual Staff, and for Save the Children US Representatives. Save the Children US has zero tolerance for Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty in its programs and operations.

Compliance with Applicable Laws and Regulations

Save the Children US complies with all applicable laws pertaining to Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty. In the event of any perceived difference between the requirements of this Policy and any legal requirement, Save the Children US should always act in accordance with the highest applicable standard.

Prevention and Detection

All Save the Children US Representatives are responsible for taking appropriate steps to prevent, deter, and detect Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty within their areas of responsibility. All Staff, and especially managers, must routinely monitor program activities and operations for any irregularities that could suggest the presence of Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty and report any concerns in compliance with this Policy. Resources include, but are not limited to, the [International Programmes Mitigation Measures Dashboard](#).

Areas of potential risk include, but are not limited to:

- Programming in locations with moderate to high corruption risk, including the risk of diversion of assets by Partners (see Procedure 5, below) or Government Officials/Entities (see [Foreign Corrupt Practices Act Guidance](#) for information about interactions with foreign officials);;

- Procurement of goods and services;
- Evasion of internal controls by Save the Children US Representatives, including failing to disclose potential Conflicts of Interest;

Save the Children US Representatives should consider Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty risks at the outset of new programs, operations, or other significant activities and take reasonable steps to mitigate those risks (in coordination with Save the Children International and/or other Partners, where appropriate).

Save the Children US Representatives must take reasonable steps to verify the accuracy of information in documents that they create or approve. If there is any reason to believe something is inaccurate in a document they are signing, distributing, or reviewing, Save the Children US Representatives have an obligation to find out whether the document is inaccurate and correct it or report the inaccuracy.

Reporting



In accordance with the policy on [Reporting and Resolving Misconduct and Violations of Law and Policy](#) any individual who witnesses, becomes aware of, or suspects Fraud, Bribery, Corruption, or other forms of Corporate Dishonesty in Save the Children US' programs or operations (including those implemented by Partners or by Save the Children International) is responsible for [promptly reporting their](#)

[concern](#). Failure to report such concerns may be considered a violation of this Policy and subject to discipline.

Partners are responsible for reporting in accordance with this Policy and the terms of their agreements with Save the Children:

- **Online:** <http://SavetheChildren.EthicsPoint.com>
- **By Phone** (844) 287-1892
- **By Email:** hotline@savechildren.org

Reports should be factual and include as much detail as possible so that Save the Children US can properly assess the nature and extent of the allegations. Knowingly reporting false information will be considered a breach of policy and may result in disciplinary action, up to and including termination.

Anonymous reporters should retain the Report Key provided by EthicsPoint and check back on the report regularly, in case additional information is requested.

Investigation and Disclosure

All reports of potential violations of this Policy will be thoroughly examined and credible allegations will be investigated by L&RM or its designate. Where the relationship between Save the Children US and a Subject of Concern ends prior to the completion of an investigation, the process will continue, and a clear outcome will be recorded.

Save the Children US Representatives must cooperate fully in any investigation or inquiry and preserve all records relating to any alleged Fraud, Bribery, Corruption, or other forms of Corporate Dishonesty. Save the Children US will not tolerate Interference in the investigation process, and such conduct may result in disciplinary action up to and including termination.

Save the Children US will maintain confidentiality during investigations to the fullest extent possible, consistent with applicable laws and SCUS policies.

Save the Children US complies with all donor mandatory disclosure requirements. Save the Children US may also disclose information concerning the identity and actions of individuals and Partners found to have violated laws or Save the Children US policies to donors, government regulators, enforcement agencies, and other entities.

Accountability of Save the Children

The Save the Children US Senior Leadership Teams are committed to taking all appropriate disciplinary, legal, and other corrective action in light of any findings of Fraud, Bribery, Corruption, or other forms of Corporate Dishonesty, and to taking steps following any incidents of Fraud, Bribery, Corruption, and other forms of Corporate Dishonesty to review controls and protocols to identify and address any gaps or weaknesses in our procedures or, where relevant, our Partners' procedures.

Any Save the Children US Representative found to have engaged in Fraud, Bribery, Corruption, or Corporate Dishonesty, or to have known that such activity was ongoing and not reported it in compliance with this Policy, shall be subject to disciplinary action up to and including separation from Save the Children US and legal action by Save the Children US. Save the Children US may also disclose information concerning their identity and actions to donors, government regulators, enforcement agencies, and other entities.

Protections Against Retaliation

Save the Children has zero tolerance for any Retaliation against any Save the Children US Representative who reports or participates in good faith in an investigation in Fraud, Bribery, Corruption, or other forms of Corporate Dishonesty. Individuals who believe they may have been subject to Retaliation as a result of reporting a concern should reach out to leadership or file a EthicsPoint report. Save the Children will review and address all reported concerns of Retaliation.

If working on a USG-funded award, Save the Children US Representatives are also afforded the employee whistleblower protections and rights provided under 41 U.S.C. § 4712.

Seeking Guidance About this Policy

Any questions or concerns regarding topics covered in this Policy may be directed to your manager or to [SCUS' Deputy General Counsel & Head of Ethics](#).

Exception Approval Procedure

Requests for exceptions to this Policy should be sent to [SCUS' General Counsel](#), setting forth the relevant circumstances and reasons for the requested exceptions. The [General Counsel](#) will review the request and respond to the Save the Children US Representative seeking the exception and will file and retain relevant documents.

Related Policies, Procedures, And Supporting Documents

[Zero Tolerance for Fraud, Bribery, Corruption, and Other Forms of Corporate Dishonesty Procedures](#)

[Reporting and Resolving Misconduct and Violations of Law and Policy](#)

[Reporting Pathways Guidance Document](#)

[FCPA Guidance Document](#)

[Anti-Corruption Model Contract Clause](#)

[Conflict of Interest Policy](#)

Definitions

Abuse of a Position of Trust	The improper use of one's position within Save the Children US or a connected organization to materially benefit oneself or any other party (e.g., intentionally providing confidential material – such as the contents of a tender process – to a third party).
Auxiliary Staff	Interns, Fellows, Volunteers (including Event Volunteers), and Temporary Staff
Bank or Check Fraud	The dishonest manipulation of any banking system or record (e.g., a check, bank statement, or electronic transfer).
Board Members	Trustees or Members of the Board of SCUS, SCAN, or SCUS Head Start
Brand Fraud	The use of Save the Children US' name, branding, or documentation for unauthorized or illegitimate ends.
Bribery	Giving, paying, promising, offering, or authorizing the payment of anything of value to any party to influence any person or entity to act improperly.
Corporate Dishonesty	Corporate Dishonesty includes, but is not limited to: <ul style="list-style-type: none"> • Abuse of a Position of Trust • Bank or Check Fraud • Brand Fraud

	<ul style="list-style-type: none"> • Bribery • Corruption • Corruption of Government Officials • Embezzlement • Expenses Fraud • False Accounting • Forgery or Falsification of Documents • Fraud • Money Laundering • Nepotism or Patronage • Paying or Receiving Kickbacks • Payroll Fraud • Procurement Fraud • Supply Chain Fraud • Tax or Duty Evasion • Theft • Undisclosed Conflicts of Interest
Corruption	The use or abuse of one’s authority or position with Save the Children US for private gain.
Corruption of Government Officials	Giving gifts to Government Officials in violation of applicable laws and/or gifts and ethics rules or making payments that are not required by law to Government Officials or to another person at the request of the Government Official. This includes so-called “Facilitating Payments.”
Embezzlement	The misuse, for personal gain, of funds, property, resources, or other assets that belong to SCUS or a connected organization or individual.
Employee	An individual employed by SCUS, SCAN, or SCUS Head Start
Expenses Fraud	The dishonest use of the expenses system to pay money or other benefits to which the recipient is not entitled or the falsification of expense reimbursement reports.
False Accounting	The deliberate entry of false or misleading information into any form of accounting or financial record or the deliberate omission of relevant information, including maintaining “off book” accounts.

Forgery or Falsification of Documents	The dishonest creation, alteration, signing, or use of all or any part of a document, including without limitation contracts, reports, or other records.
Fraud	Any act or omission that intentionally misleads, or attempts to mislead, another party in order to obtain a financial or other benefit or to avoid an obligation.
Interference	Interference may include but is not limited to providing false information, attempting to coerce, compel, influence, or prevent an individual from providing testimony or relevant information, destroying, concealing or altering documentation and records, and/or exerting influence in the conduct of an investigation.
L&RM	Legal & Risk Management Division
Money Laundering	The concealment of illegally obtained money.
Nepotism or Patronage	The improper use of one's employment to favor or materially benefit friends, relatives or other associates.
Partners	Sub-Awardees, vendors, suppliers, consultants and others with whom Save the Children US provides assets in exchange for services or products
Paying or Receiving Kickbacks	Payments improperly made to an individual by a supplier or vendor, usually in exchange for unduly providing a business advantage or benefit to the supplier or vendor.
Payroll Fraud	The manipulation of the payroll system to make unauthorized payments to oneself or another.
Procurement Fraud	Any dishonest behavior relating to procurement or tendering process (e.g., falsely creating bids or quotes, sharing confidential procurement-related information with third parties, paying for products that do not meet the description of the product Save the Children US contracted to purchase, or agreeing to requests for false invoices).
Representatives	Staff, Board Members, and Partners of SCUS, SCAN, or SCUS Head Start
Retaliation	An adverse change to the terms and conditions of an individual's employment as a result of the individual asserting their right to be free from behavior that violates Save the

	Children US policy, raising a concern in good faith, or participating in an investigation.
Save the Children US	Refers collectively to SCUS, SCAN, and SCUS Head Start
SCAN	Save the Children Action Network, Inc.
SCUS	Save the Children Federation, Inc.
SCUS Head Start	SCUS Head Start Programs Inc.
Staff	Employees and Auxiliary Staff
Subject of Concern	An individual accused of behavior that may violate this policy.
Supply Chain Fraud	The misdirection or theft of goods, forging of stock records, or creation of fictitious companies through which to channel payments.
Tax or Duty Evasion	The avoidance of paying a tax or other duty that one is aware should be paid.
Theft	The taking of anything of value that belongs to another.
Undisclosed Conflict of Interest	Failing to disclose accurate and complete information about personal or financial interests, commitments, or loyalties that relate to one's duties at Save the Children US.

Version Control

Version number	Version Date	Revisions made
2.0	January 1, 2025	Policy updated and moved to new template. Procedures separated. Reporting provision replaced with reference to reporting policy.
COMPL-01.4	March 5, 2018	Revision of existing Zero Tolerance Policy
COMPL-01.3	May 5, 2016	Revision of existing Zero Tolerance Policy
COMPL-01.2	May 5, 2015	Revision of existing Zero Tolerance Policy

COMPL-01.1	November 23, 2013	

Policy Title	Conflict of Interest Policy
Version No.	2.0
Effective Date	January 1, 2025
Summary	This policy provides guidance to identify and address actual and potential conflicts of interest when they arise.
Implementing Procedures	Conflict of Interest Procedures
Approver	<input checked="" type="checkbox"/> SLT - Save the Children Federation, Inc. <input checked="" type="checkbox"/> SLT - SCUS Head Start <input checked="" type="checkbox"/> SLT - Save the Children Action Network
Policy Owner	General Counsel
Point of Contact	Deputy General Counsel & Head of Ethics
Applicability	<input checked="" type="checkbox"/> Save the Children Federation, Inc. <input checked="" type="checkbox"/> SCUS Head Start Programs, Inc. <input checked="" type="checkbox"/> Save the Children Action Network <input type="checkbox"/> Other:
Legal / Compliance Requirements or Other Standards	<ul style="list-style-type: none"> • IRS and State requirements and recommended practices for charitable organizations • Statutes and regulations governing conflicts of interest and gifts to government officials including: <ul style="list-style-type: none"> ○ 2 CFR 200.112 & .318 ○ 5 USC Sec. 7353 & 5 CFR 2635 ○ 26 USC Sec. 4958
Applicable Code of Ethics Principle	Key Principle 3 : We uphold the trust of the children we work with and of our supporters to act as good stewards of resources Key Principle 5 : We raise our concerns, even if we're not sure something bad has happened

Purpose

When acting on behalf of Save the Children Federation, Inc. (“SCUS”), Save the Children Action Network (“SCAN”), and SCUS Head Start Programs, Inc. (“SCUS Head Start”)

(collectively “Save the Children US”), Staff must put the best interests of the organization and the children and families it serves above their own. This policy provides guidance to identify and address actual and potential Conflicts of Interest when they arise.

Scope

This policy applies to all Save the Children US employees, interns, fellows, volunteers, and temporary employees (“Staff”). It is intended to supplement the Conflict of Interest provisions in the SCUS and SCUS Head Start Bylaws and SCAN’s Trustee Conflict of Interest Policy which apply to the Trustees/Board Members and Officers of those organizations.

Policy Statement(s)

Avoiding and Disclosing Conflicts of Interest

Save the Children US Staff are expected to act in the best interests of Save the Children US and the children and families we serve and must take all reasonable steps to **AVOID** actual or potential Conflicts of Interest or any appearance of impropriety. At a minimum, Staff must **DISCLOSE** actual and potential Conflicts of Interest when they arise and **RECUSE** themselves from all decision-making regarding any situation involving actual or potential Conflicts of Interest.

Potential Conflicts of Interest arise in many contexts including those described below and if not disclosed and addressed appropriately could give rise to an actual Conflict of Interest. Additional information regarding how to avoid, disclose, and recuse oneself from actual or potential Conflicts of Interest can be found in the [Conflict of Interest Procedures](#).

An undisclosed Conflict of Interest may constitute fraud under the [Zero Tolerance for Fraud, Bribery, Corruption, and Other Forms of Corporate Dishonesty Policy](#).

Gifts, Hospitality, and Entertainment

Giving or receiving Gifts may give rise to a potential or actual Conflict of Interest. Staff should consider whether a Gift could give rise to an actual or potential Conflict of Interest or an appearance of impropriety. If so, the offer of the Gift must be disclosed and the potential Conflict of Interest addressed according to the [Conflict of Interest Procedures](#).

Save the Children US Staff may give or receive token Gifts that are consistent with local customs and laws, are in line with Save the Children US’ best interests, and do not obligate either party.

Examples of Possible Conflicts of Interest:

Accepting an offer from a vendor to attend an event or conference hosted by that vendor.

Accepting a Gift from a vendor that is in excess of gifts typically exchanged within the specific business context.

In each of the examples above, it is possible the gift can be received if the potential Conflict of Interest is properly disclosed so that the transaction can be managed in the best interests of Save the Children US. Refer to [Procedure 3](#) for further details.

Employment, Recruitment, and Hiring

Save the Children US is proud of its rich history of Family Members and friends working for our organization and we encourage Staff to refer people they know to apply for open positions. However, Save the Children US must be objective about all hires and follow our recruiting process to ensure fair and open selection.

Examples of Possible Conflicts of Interest:

Having a Family Member or individual with whom one has a Personal Relationship in the same line of supervision.

Causing Save the Children US to hire, retain, or enter into an employment or business relationship with Family Members, friends, or other individuals outside Save the Children US with whom one has a Personal Relationship.

In each of the examples above, it is possible the transaction can proceed if the potential Conflict of Interest is properly disclosed so that the transaction can be managed in the best interests of SCUS. Refer to [Procedure 4](#), the [SCUS/SCAN Employee Handbook](#) and the [SCAN Employee Handbook](#) for further details.

Organizational Affiliations and Secondary Work

Save the Children US permits employees to work outside of Save the Children US or to serve in other capacities, including as a member of advisory panels or boards, as long as such Secondary Work does not create a Conflict of Interest. Offers of Secondary Work must be disclosed and any potential Conflict of Interest addressed according to the [Conflict of Interest Procedures](#).

Examples of Possible Conflicts of Interest:

Having business relationships with organizations that seek to do business with Save the Children US or do similar work to Save the Children.

Serving on the board of an organization that does similar work to, or that might compete with, Save the Children US.

In each of the examples above, it is possible the Secondary Work can proceed if the potential Conflict of Interest is properly disclosed so that it can be managed in the best interests of Save the Children US. Refer to [Procedure 4](#) and the [SCUS/SCAN Employee Handbook](#) and the [SCAN Employee Handbook](#) for further details.

Transactions with Related Parties

Consistent with the [Source to Pay Policy](#), proposed transactions with Related Parties shall be subject to heightened due diligence to ensure that there is no excess benefit to the Related Party. Save the Children US will also comply with any disclosure requirements for such transactions. Refer to [Procedure 1](#) for further details.

Reporting Policy Violations



In accordance with the policy on [Reporting and Resolving Misconduct and Violations of Law and Policy](#) any individual who witnesses, becomes aware of, or suspects a possible violation of a law, regulation, or this policy is responsible for [promptly reporting their concern](#).

Exception Approval Procedure

Managing conflicts requires disclosure and resolution of potential conflicts in writing pursuant to the [Conflict of Interest Procedures](#). Separately, requests for exceptions to this policy must be submitted in writing to the General Counsel for consideration. Both the requestor and approver should maintain copies of any exceptions granted.

Related Policies, Procedures, And Supporting Documents

- [Conflict of Interest Procedures](#)
- [Zero Tolerance for Fraud, Bribery, Corruption, and Other Forms of Corporate Dishonesty Policy](#) and [Procedures](#)
- SCUS/SCAN [Employee Handbook](#)
- [SCUS Head Start Employee Handbook](#)
- [SCUS Source to Pay Policy](#)
- [Reporting and Resolving Misconduct and Violations of Law and Policy](#)

Definitions

Auxiliary Staff	Interns, Fellows, Volunteers (including Event Volunteers), and Temporary Staff
Conflict of Interest	A situation in which an individual has personal interests or loyalties that compete with the interests of Save the Children US or could cause the individual to act in a manner that is not in the best interests of Save the Children US or the children and families we serve.
Conflicted Person	A Staff or Board Member faced with a choice, decision, or opportunity that could present a Conflict of Interest.
Decision Maker	The person or group of people who review the disclosure of an actual or potential Conflict of Interest and decide whether the transaction should still proceed. Often, the Decision Maker will be the Conflicted Person's manager. If the Conflict of Interest involves a hiring opportunity, the Senior Director of Talent Acquisition should also be a Decision Maker.

Disqualified Person	A Related Party in a position to exercise substantial influence over the affairs of SCUS as defined by the U.S. Internal Revenue Service.
Employee	An individual employed by SCUS, SCAN, or SCUS Head Start
Family Member	For purposes of this Policy, Family Members are an employee's; (i) spouse or domestic partner, (ii) parent, child, stepchild, sibling, in-law, grandparent, grandchild, (iii) aunt, uncle, niece, nephew, and (iv) any other members of the household.
Gift	Gifts, hospitality, and entertainment (including invitations) given as a result of an individual's relationship with Save the Children US.
Partners	Sub-Awardees, vendors, suppliers, consultants and others with whom Save the Children US provides assets in exchange for services or products
Personal Relationship	A Personal Relationship is any relationship with a Family Member or any other individual formed by a Save the Children US employee or Board Member that has the capacity to cause that employee Board Member to put the interests of that individual or Family Member above the interests of Save the Children US or the children and families it serves.
Related Party	A Related Party is any; a) Current or Former Trustee, Officer, or Employee of Save the Children US; b) Family Members of any individual noted in (a); or c) Any entity in which an individual noted in subparts (a) or (b) is a founder, key employee, or owner.
Representatives	Staff, Board Members, and Partners of SCUS, SCAN, or SCUS Head Start
Save the Children US	Refers collectively to SCUS, SCAN, and SCUS Head Start
SCAN	Save the Children Action Network, Inc.
SCUS	Save the Children Federation, Inc.
SCUS Head Start	SCUS Head Start Programs Inc.

Staff	Employees and Auxiliary Staff
Secondary Work	Work performed by Save the Children US Staff for an organization other than Save the Children US, whether as an employee, consultant, vendor, as a member of an advisory panel or board, or otherwise.
Undisclosed Conflict of Interest	Failing to disclose accurate and complete information about personal or financial interests, commitments, or loyalties that relate to one's duties at Save the Children US.

Version Control

Version number	Version Date	Revisions made
2.0	January 1, 2025	Procedures separated from Policy, transferred to new template. Added provisions concerning transactions with related parties.
BIG 8.1	11/11/2021	Policy updated after revisions to Code of Ethics

Policies and Procedures Reference No.	BIG 7.3
Policy Title	Code of Ethics & Business Conduct
Category	Big 9 Policies
Author	Human Resources
Vice President with Oversight	Vice President, Legal and Risk Services
Approver	Senior Management Team
Purpose and Description	<p>Save the Children’s Code of Ethics and Business Conduct requires our employees and other representatives of our organization conduct Agency activities honestly, with integrity and good judgment, in compliance with all applicable laws and regulations, and in the best interests of the Agency and the children, families and communities we serve. The Code also contains specific requirements addressing financial transactions, conflicts of interest, beneficiary safety, gifts and gratuities, and confidentiality.</p> <p>The Code of Conduct contains Save the Children’s expectation that those representing the organization will conduct themselves with honesty, integrity, and in compliance with all applicable legal and regulatory requirements.</p>
Compliance Requirement	<input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input type="checkbox"/> Industry Standards: <input checked="" type="checkbox"/> Not Applicable
Audience	<input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Interns, Fellows and Volunteers <input checked="" type="checkbox"/> Board Members and Trustees <input checked="" type="checkbox"/> Employee’s Immediate Family Members

	<input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, "Partners")
Effective date	01/01/06
Revision date	04/15/2018
Retirement Rationale	N/A

DEFINITION & ACRONYMS

None.

POLICIES

Statement of Policy

Trustees, officers, employees, volunteers and other representatives of Save the Children US will acquaint themselves with the legal and ethical standards of conduct and restrictions applicable to their duties and responsibilities and will conduct themselves accordingly. Save the Children US trustees, officers, employees, volunteers and consultants are expected to observe the additional standards of personal and business ethics and conduct specified in this Policy and to conduct themselves in a manner that will not be an embarrassment or detriment to Save the Children.

Introduction

Save the Children's work is inspired by the vision of a world in which every child attains the right to survival, protection, development and participation. Our values – Accountability, Ambition, Collaboration, Creativity and Integrity – describe in broad terms the high standards to which we hold ourselves. We commonly identify ourselves as the world's leading independent organization for children.

When we act in a way that is consistent with our identity and standards, we build trust and strengthen our ability to deliver our mission for children successfully. When we fail to act according to our identity and standards, we risk the failure of our mission and damage to our reputation.

Building on our vision, identity and values, Save the Children US's Code of Ethics & Business Conduct represents our commitment to work for children with integrity, honesty and good judgment, and in the best interests of the Agency and the children, families and communities we serve. It requires that our conduct upholds the Agency's reputation, is respectful of the rights of others, and complies with all applicable laws, regulations and standards.

What's Inside?

Our Code of Ethics & Business Conduct contains the following sections, which describe specific requirements for Save the Children representatives.

Compliance with Law, Regulations and Standards

Financial Transactions/Records and Reports

Gifts and Gratuities

Conflicts of Interest

Beneficiary Safety and Protection Confidential and Proprietary Information

Reporting a Possible Violation

Each section starts with a "statement of practice" that states what the policy is, followed by additional information to help you understand how to apply the policy in practice. Our Code will not address every situation you may come across, but in the sections below you will find guidelines meant to help you make decisions consistent with Save the Children's vision, identity, and values. If you have

questions about Save the Children's Code of Ethics & Business Conduct or would like guidance about a specific matter, speak to your supervisor or contact the Legal & Compliance, Finance, or Human Resources Departments for assistance.

I. Compliance with Law, Regulations and Standards

Statement of Practice: Employees and representatives will at all times comply with all prevailing and applicable laws, regulations and standards, in keeping with the highest legal and ethical principles.

As a representative of Save the Children, you must be familiar and comply with:

- The laws and regulations of the United States and the countries in which the Agency works;
- Save the Children's own policies and procedures; and
- Professional standards common to other charitable and non-governmental organizations.

If you have any questions about the laws, regulations and standards that apply to your work for Save the Children, speak to your supervisor or contact the Division of Legal & Risk Services for assistance.

II. Financial Transactions / Records and Reports

Statement of Practice: All financial transactions, records and reports will comply with donor requirements and applicable financial and accounting standards.

Save the Children has put in place a range of procedures and controls to ensure that all financial transactions comply with agency and legal requirements and applicable financial and accounting standards. The following are some examples:

- Record all financial transactions accurately and properly. No undisclosed or unrecorded funds or assets may be established or maintained for any purpose.
- Use only headquarters-approved bank accounts for payments and cash transactions.
- Do not take loans on behalf of Save the Children from local lending institutions or individuals without the prior written approval of the Vice President for Finance.
- Ensure that financial data submitted to donors, including governments, is accurate, complete, current and meets the requirements of the grant or contract.
- Do not make personal loans or personal advances to staff or consultants under any circumstances without the prior written approval of the Vice President for Finance.
- Account for and document travel advances within 30 days.
- In the case of compensation advances where staff business travel prohibits the normal receipt of funds, obtain two levels of written supervisory approval.

If you have any questions about financial transactions, records and reports, speak to your supervisor or contact the Division of Finance for assistance.

III. Gifts and Gratuities

Statement of Practice: All gifts and gratuities, whether to be given or received, will comply with applicable laws, rules, regulations, agency policies, and local standards and customs and will not result in obligating either party.

In the United States and elsewhere, giving and receiving gifts is bound by a variety of rules, standards and customs, as well as good sense. In some cases, it may be OK to give or accept small gifts, donations, payments or favors, but be sure you understand all requirements and customs that may apply and have thought the matter through carefully.

The following gifts or payments are not acceptable under any circumstances:

- Political contributions made from Save the Children funds.
- Payments to anyone, including government officials, candidates for a political office, any political party or party official, or others whom you believe might pass that payment onward to any of these prohibited parties in order to obtain or retain business.
- Gifts, entertainment, favors, or reimbursement of expenses for employees (or the families of employees) of Save the Children by a supplier of Save the Children.

The following gifts or payments may be acceptable:

- Gifts with a value of less than \$10 for Members of Congress or their staff, and meals and event invitations subject to the rules established by the U.S. House of Representatives and the U.S. Senate.
- Giving or receiving token gifts, entertainment, or meals in line with local customs and laws, that amount to less than \$50 in value (or the equivalent in local currency), and do not obligate either party.
- Travel and participation in a business-related, group activity hosted by a supplier or customer representative, with the approval of your supervisor and next-level supervisor.

If you have any questions about a gift, payment or other transaction, speak to your supervisor or contact the Division of Legal & Risk Services for assistance.

IV. Conflicts of Interest

Statement of Practice: All conflicts of interest involving employees (or the families of employees) must be disclosed in writing to the employee's supervisor and next level supervisor, and the employee must not take part in decisions related to the transaction.



What is a conflict of interest? Simply put, a conflict of interest occurs when your obligations to Save the Children can be influenced or compromised by competing personal or financial interests, commitments or loyalties. Save the Children seeks to avoid both the appearance of and any actual conflict of interest.

The following are some examples of conflicts of interest:

- When an employee or family member has a connection to, or significant financial interest in, another party which does or seeks to do business with Save the Children.
- When an employee engages in an independent business venture or works for another organization in a way that prevents the employee from devoting the time and effort to Save the Children required by his or her position.
- When an employee diverts a business opportunity of Save the Children to another person or organization.
- When an employee participates in an employment-related decision regarding a family member or other person with whom the employee has a close personal relationship.

Resolving Conflicts of Interest

Conflicts of interest arise in many contexts and do not necessarily mean the transaction cannot go forward. If you have a conflict of interest:

1. You must report it promptly and in writing to your supervisor and next level supervisor; and
2. You must not take part in decisions related to the transaction. (If you are in doubt about a potential conflict, speak with your supervisor.)

V. Beneficiary Safety and Protection

Statement of Practice: Employees and other representatives of Save the Children have a duty to treat the children, families and communities we serve with dignity and respect and to ensure their safety and protection.

In 2002 the Inter-Agency Standing Committee (IASC), an organization established to coordinate humanitarian assistance, established the following core principles for implementation by humanitarian organizations to ensure beneficiary safety and protection:

- Sexual exploitation and abuse by employees constitute acts of gross misconduct and are grounds for termination of employment.
- Sexual activity with children (persons under the age of 18) is prohibited regardless of the local age of majority or age of consent. Mistaken belief in the age of a child is not a defense.

- Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, is prohibited. This includes exchange of assistance that is due to beneficiaries.
- Sexual relationships between employees and adult beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- Where an employee develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether employed by Save the Children or not, s/he must report such concerns via established Save the Children reporting channels.
- Employees are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of this Code of Conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

Employees must treat all beneficiaries with dignity and respect and be sensitive to actions that could be misunderstood or appear disrespectful or intrusive (for example, be sure to ask permission before taking a photo of an individual).

If you have any questions about beneficiary safety, speak to your supervisor or contact the Senior Director of child Safeguarding, the Legal & Risk Services Division, or the Human Resources Division for assistance.

VI. Confidential and Proprietary Information

Statement of Practice: Employees and other representatives of Save the Children will maintain and protect confidential and proprietary information from unauthorized disclosure to and use by any third party.

Save the Children possesses information (whether in written or electronic form, or communicated orally) that has been created, discovered and developed by the Agency, or has been disclosed to the Agency and/or to individuals working in the Agency under the obligation of confidentiality.

Confidential information includes:

- Trade secrets
- Donor lists
- Information concerning beneficiaries and programming
- Financial accounts and reports
- Projections
- Marketing or programmatic plans or strategies
- Software and computer programs
- Information concerning employees and their families (including salary, personnel and medical information)
- Confidential correspondence



- Information about other organizations associated with the Agency's work

Proprietary information includes:

- Art work
- Photography

Save the Children employees and other individuals having access to Confidential and Proprietary Information are required, during and after employment with the Agency, to keep all such Confidential and Proprietary Information in strictest confidence.

Unauthorized disclosure or carelessness in the handling of Confidential and Proprietary Information may be grounds for discipline up to and including dismissal from employment and may also be grounds for legal action.

Confidential and Proprietary Information is specific information. This policy is not intended to prevent you from utilizing your general knowledge, intellect, experience and skills for gainful employment elsewhere if you are no longer working for Save the Children.

If you have any questions about the handling and protection of confidential and proprietary information, speak to your supervisor or contact the Human Resources, Finance, or Legal & Risk Services Division for assistance.

VII. Reporting a Possible Violation

Statement of Practice: Employees and other representatives of Save the Children will report promptly any possible violations of the Code of Ethics & Business Conduct or other Save the Children policy to their supervisor, their Vice President or to any of the Agency's central reporting channels. Save the Children will not tolerate any retaliation against or harassment of an employee who has reported a concern in good faith.

When misconduct occurs, it affects Save the Children's ability to achieve its mission for children. As an employee of our organization, you are required to report any concerns you have about possible violations of our Code of Ethics and Business Conduct or any other Agency policy. When you communicate a concern, you help the Agency prevent misconduct and contribute to an ethical culture at Save the Children.

Instructions for making a report are outlined in Save the Children's policy "Resolving Employee Grievances and Reporting Policy Violations."

Save the Children practices a zero-tolerance approach in connection with any form of retaliation against or harassment of an employee who has reported a concern in good faith. Retaliation and harassment will result in discipline against the harasser, up to and including discharge from employment.



If you have any questions about our Code of Ethics and Business Conduct or procedures for reporting a concern, speak to your supervisor or contact the Legal & Risk Services, Finance, and/or Human Resources Divisions for assistance.

PROCEDURES

None.

TRAINING REQUIREMENTS

Training Course	Frequency	Training moment
Code of Ethics & Business Conduct Online Training Module	Yearly	Within first 90 days of employment; yearly thereafter
New Employee Orientation Training	One-off	Within first 90 days of employment

MONITORING MECHANISMS

What are you monitoring?	Data source	Action Owner	Escalation levels	Frequency
Policy is being communicated to all new hires	Attendance confirmation at New Employee Orientation; Cornerstone	Associate Director, Employee Engagement	Vice President, Legal & Risk Services	One-off
Staff receipt acknowledgement in writing during onboarding	Code of Ethics & Business Conduct Acknowledgement	Coordinator, Human Resources	1) Human Resources Business Advisor 2) Vice President, Human Resources	One-off
Policies and procedures are reviewed at least every 3 years	Expiry date from the Policies and Procedures Library	Policies and Procedures Library Administrator	Vice President, Legal and Risk Services	Quarterly

EXCEPTION APPROVAL PROCEDURE

Procedure/ Action	Action Owner
None	N/A

VERSION CONTROL

Version number	Version Date	Revisions made
5	4/15/18	Revised language re child safeguarding
4	4/20/17	Revised format
3	2/24/16	Revised to new template; department/divisions updated
2	11/2/11	Unknown
1	1/1/06	Code of Ethics & Business Conduct Policy first created and approved

Policy Title	Social Media Policy
Version No.	3.0
Effective Date	January 1, 2025
Summary	Establishes Staff's responsibilities regarding communications by Staff using Social Media that is, or could be understood to be, associated with Save the Children.
Implementing Procedures	NA
Approver	<input checked="" type="checkbox"/> SLT - Save the Children Federation, Inc. <input checked="" type="checkbox"/> SLT - SCUS Head Start <input checked="" type="checkbox"/> SLT - Save the Children Action Network
Policy Owner	Chief Marketing Officer
Point of Contact	Managing Director, Social Media & Influencer Relations
Applicability	<input checked="" type="checkbox"/> Save the Children Federation, Inc. <input checked="" type="checkbox"/> SCUS Head Start <input checked="" type="checkbox"/> Save the Children Action Network* <input checked="" type="checkbox"/> Other: Interns, Fellows, Volunteers (excluding Event Volunteers), and Temporary Staff
Legal / Compliance Requirements or Other Standards	Not applicable
Applicable Code of Ethics Principle	Principle 4 : As a Trusted Voice for Children, We Speak with Care, Dignity, and Integrity]

Purpose

The purpose of this Social Media Policy is to establish clear guidelines for responsible and effective social media communications associated with Save the Children Federation, Inc. ("SCUS"), SCUS Head Start Programs, Inc. ("SCUS Head Start"), and Save the Children Action Network, Inc. ("SCAN") (collectively, "Save the Children US"). This policy ensures that all references to Save the Children US adhere to the same standards of respect, confidentiality, and professionalism. Responsible use of Social Media associated with

Save the Children ensures consistency in our messaging, manages risks, and fosters a positive, respectful online community

Scope

This policy applies to Employees, Interns, Fellows, Volunteers (excluding Event Volunteers), and Temporary Staff (collectively, “Staff”) of Save the Children US, including all domestic and international locations.

This Policy applies to any Social Media activity that relates in any way to, or may reflect on or impact Save the Children US, its mission, employees, business partners, vendors, or suppliers (“Save the Children Related Social Media Content”). For avoidance of doubt, this Policy applies to Save the Children Related Social Media Content posted in work or personal accounts, while Staff are on or off duty, when on or off Save the Children US’s premises or network; and regardless of whether Staff identify their affiliation with Save the Children US, or post anonymously or using a pseudonym.

Policy Statements

1. Save the Children US encourages all staff to elevate our work, and the voices of the children and families we serve, online. When posting Save the Children Related Social Media Content on their personal social media channels, Save the Children US staff must:
 - 1.1. Be clear that they are speaking in their personal capacity if they are not formally authorized to speak on behalf of Save the Children. Staff should either include in the post #notaspokesperson or state in their account profile or post a disclaimer such as, “The views expressed in this account/post are my own. They have not been reviewed or approved by Save the Children”;
 - 1.2. Only include images, videos, or audio recordings of children, families, or community members involved in Save the Children US programs if that content has previously been posted on a Save the Children US social media channel or if it has been approved by the Marketing, Communications, and Fundraising Division under applicable Content Guidelines and the Safeguarding & Counter-Human Trafficking Policy;
 - 1.3. Strive to be factually and visually accurate, and be open about any previous posts that have been edited to correct a mistake;
 - 1.4. Never overstate needs or exaggerate impact when speaking about Save the Children US’ mission or work;
 - 1.5. Before posting, consider the impact of words and images used on those whose background and perspective may be different, including co-workers and SCUS

Representatives, as well as the children, families, and communities we serve, ensuring.

2. Staff may not post Save the Children Related Social Media Content that:
 - 2.1. Includes any Personally Identifiable Information on children, families, or community members involved in Save the Children US programs, including names or specific program locations, in order to protect their privacy;
 - 2.2. Contains images, videos, audio recordings or other content that does not comply with the [SCUS Brand Guidelines](#) and the guidance on Use of Data and Images from the [SCUS Behavior and Conduct Guidelines](#).
 - 2.3. Contains Confidential or Proprietary Information, as defined in the Data Protection policy;
 - 2.4. Would violate any Save the Children Policy including, but not limited to Save the Children's Code of Ethics; the Safeguarding & Counter-Human Trafficking Policy; and the Harassment, Discrimination & Retaliation policy;
 - 2.5. Contains statements or images that are vulgar, obscene, threatens violence, or is intimidating to others; or
 - 2.6. Would violate any applicable law.
3. Save the Children US' Official Social Media
 - 3.1. Posts using Save the Children US official accounts must align with the organization's mission, values, and brand guidelines. All posts must be pre-approved by the SCUS Chief Marketing Officer, SCAN Executive Director or their designated representative.
 - 3.2. Any Save the Children Related Social Media Content that references pending or proposed legislation, candidates for public office, or other political issues is subject to the [Political Activities Policy](#) and [Procedures](#).
 - 3.3. Posts must respect copyright and fair use laws. Proper attribution should be given, with preference for linking to original sources rather than copying large excerpts.
4. **Compliance**
 - 4.1 Save the Children US requires all Staff to comply with this Social Media Policy to ensure responsible and ethical use of social media in both professional and personal contexts for any content associated with Save the Children.
 - 4.2 Non-compliance with this policy may result in disciplinary actions up to and including termination of employment.

4.3 For avoidance of doubt, Save the Children US will not construe or apply this Policy in a manner that prevents Staff from engaging in legally protected communications with each other about wages, hours, or other terms and conditions of employment.

Reporting Policy Violations



In accordance with the policy on [Reporting and Resolving Misconduct and Violations of Law and Policy](#) any individual who witnesses, becomes aware of, or suspects a possible violation of a law, regulation, or this Policy is responsible for [promptly reporting their concern](#).

Partners and other external parties are responsible for reporting in accordance with this Policy and the terms of their agreements with Save the Children:

Online: <http://SavetheChildren.EthicsPoint.com>

By Phone (844) 287-1892

Exception Approval Procedure

The Policy Owner is authorized to approve exceptions, and they may delegate this authority as appropriate. Any requests for exceptions should be submitted in writing, and both the requestor and the approver should maintain copies of those exceptions.

Related Policies, Procedures, And Supporting Materials

[Political Activities Policy](#)

[Safeguarding and Counter-Human Trafficking Policy](#)

[Safeguarding and Counter-Human Trafficking Procedures](#)

[SCUS Behavior and Conduct Guidelines](#)

[SCUS Brand Guidelines](#)

Definitions

Term/Acronym	Definition
Authorized Personnel	Those authorized to communicate on Social Media on behalf of Save the Children US
Geotagging	The process of adding geographical identification metadata to various media such as a geotagged photograph or video, websites, SMS messages, QR Codes or RSS feeds. Geotagging

	is also a form of GPS (Global Positioning System) data. This data usually consists of latitude and longitude coordinates.
Personally identifiable information (PII)	<p>Information that relates to an identified or identifiable Data Subject. For example, a Data Subject may be identified, directly or indirectly:</p> <ul style="list-style-type: none"> • from the data through an identifier, such as a name, image, identification number, location data, or an online identifier (e.g., IP address), or • from the data in combination with other information. <p>Personal Information may include factual information (e.g., name, address, date of birth) about the Data Subject as well as an opinion or any indication of the intentions of any other person in respect of the Data Subject. Personal Information that has been pseudonymized - i.e., coded in such a way that it cannot be linked to a Data Subject without the use of additional information - may still be considered Personal Information depending on how difficult it is to attribute to a particular individual. This may also sometimes be referred to as Personally Identifiable Information (“PII”). Records that contain PI are retained in accordance with the prescribed Retention Period in the RRS. Information of Convenience that contains PI is to be destroyed upon the fulfillment of the purpose for which it was gathered.</p>
Public Communication	Communications in public intended to deliver a message to a specific audience. Speaking events, newspaper editorials, advertisements, email, and Social Media are a few forms of public communication.
Social Media	Forms of electronic communication/content used to share information, comments, messages, images, video and other content via a Social Network.
Social Network	A public or private dedicated website or other application that enables users to communicate with each other via Social Media. Examples of private Social Networks are Workplace by Facebook, Teams, Yammer, Sharepoint, Skype for Business, Viber, WhatsApp and examples of public Social Networks are Facebook, Twitter, Tiktok, Thread, SnapChat, Google+, LinkedIn, YouTube and Skype.

Staff	Employees, Interns, Fellows, Volunteers (including Event Volunteers), Temporary Staff, and Trustees/Board Members of Save the Children Federation, Inc., Save the Children Action Network, and Save the Children Head Start Programs, Inc.
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Version Control

Version number	Version Date	Revisions made
3	January 1, 2025	Merged SCAN Social Media Policy with SCUS Social Media Policy. Updated to new policy template, language clarification edits. Policy moved from P&P to MCF.
2 (SM 1.1)	March 14, 2018	Revised “category” and “VP with oversight” fields. Policy moved from the Marketing & Communications volume to the Resource Development volume.

