



International NGO Safety Organisation
Legal and Ethical Behaviour Standards
February 2022

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SUSPECTED BREACHES OF THE LEGAL AND ETHICAL BEHAVIOUR STANDARDS MUST BE REPORTED TO: PROTECT@NGOSAFETY.ORG

1. Background

The Legal and Ethical Behaviour Standards (hereinafter 'the Standards') outline some of the legal, ethical and moral standards of behaviour expected at INSO.

The Standards compliment and extend the shorter SG03_Code of Conduct signed by all employees on hiring and are an integral part of that document.

Nothing in this document is intended to contradict the Code of Conduct and the Code of Conduct takes precedence in any conflict between the two.

The Standards are based upon international norms and good practise as well as specific requirements arising under contract, law and internal regulation and are routinely monitored by Trustees and Senior Management.

Compliance with the Standards is a key responsibility of everyone working for or associated with INSO and our implementing partners, sub-grantees and suppliers if any.

Breaches of the Standards may be grounds for disciplinary measures, including termination of employment, and in some cases even criminal proceedings.

INSO has adopted a **zero tolerance** approach towards breaches of Standards and will investigate all allegations.

If an issue is not included here **it does not imply that it is legal, allowable and/or ethical** and employees must always show good judgement.

If in doubt, ask your line manager.

INSO management may modify this policy time to time in relation to changes in legislation, organisational learning and good practice.

The policy will be reviewed and approved by the Trustees at least annually.

2. Scope of Application

- 2.1. Compliance with the Standards is mandatory for any person who acts for, or on behalf of, INSO including all trustees, employees (regardless of contracting mechanism), consultants and volunteers and any implementing partners, sub-grantees or suppliers. .

- 2.2. In signing the INSO Code of Conduct (SG03), the employee is certifying that they have read this document, understand its contents and will faithfully abide by its conditions.
- 2.3. **Annex 1** of the Standards must be included in its entirety into sub-awards, implementing partnership agreement or contracting documents to be agreed and signed by the partners, supplier or contractor.
- 2.4. The Standards must be made available in an appropriate local language for national staff and national suppliers.
- 2.5. The protect@ngosafety.org reporting address must be widely propagated across the organisation and to partners and routinely monitored by the designated officials¹.
- 2.6. Additional reporting mechanisms – such as drop boxes or local phone numbers - should be created at CO level as available but allegations received to such must be sent onwards to protect@ngosafety.org by the relevant monitor at the earliest opportunity.

3. Mandatory Reporting Obligation

- 3.1. All staff are under a permanent obligation to report suspected breaches of any element of the Standards by any person, or organisation linked to INSO, at the earliest opportunity.
- 3.2. Public notice of the mandatory reporting requirement and the means of reporting must be posted prominently in each INSO office.
- 3.3. Failure to report a suspicion may be interpreted as complicity in the breach and may implicate the employee in a cover-up.
- 3.4. The reporter **does not have to know with certainty** that a breach has occurred, but simply to suspect that one has. However, making deliberately false or malicious reports will be considered a serious offense that may result in disciplinary measures.
- 3.5. All allegations received will be investigated in good faith, without the presumption of guilt or innocence. Alleged perpetrators will be given a fair opportunity to defend themselves. On receiving a report, INSO will review the severity, urgency and potential impact of the report and decide the next steps on a case-by-case basis.

4. How to Report a Suspected Breach

¹ The account is monitored by one Trustee, the Executive Director, the Director of Operations and the Director of Internal Audit (hereinafter 'the monitors').

- 4.1. Allegations of breaches of the Standards should be made directly to the dedicated hotline: **protect@ngosafety.org**
- 4.2. Staff without access to email may make a report to their line manager who will file the allegation on their behalf.
- 4.3. **Anonymous reports are not encouraged**, as this makes it more difficult to follow up on the allegation, but INSO will work to ensure any concerns are addressed and that knowledge of the allegation is kept on a need to know basis.
- 4.4. Procedures for reporting and investigating **Safeguarding allegations** specifically are set out separately in SG02_Dealing with safeguarding reports.

5. Allegations Review & Response

- 5.1. On receipt of a report from anyone (employee or partner), the protect@ngosafety.org monitors will make a preliminary review of the report to determine validity. They may consult with any other personnel as required while keeping the allegation on a need to know basis. They may consider:
 - Does the report seem genuine or the result of a misunderstanding?
 - What rule specifically has allegedly been breached?
 - Does the breach seem accidental or deliberate? (is there 'intent')
 - How 'complex' is the matter? (how many people does it involve, how long has it been going on etc)
 - Is the matter serious or trivial?
 - Does the matter qualify for external serious incident reporting?
 - Is the matter criminal?
- 5.2. Based on their initial assessment and after seeking any additional information available or required, the monitors may decide to:
 - Take no further action if there is insufficient information to proceed;
 - Refer the matter back to the individual's line manager, or other person, to be handled within INSO's policy and management framework;
 - Directly issue guidance, instruction, warning or other disciplinary/corrective measure as required;
 - Take any other action as required; or
 - Where the matter is very serious, contested by the alleged perpetrator and where we have the capacity to do so, conduct a formal on-site investigation.

- 5.3. Where the matter is serious, the allegation and any subsequent course of action may be reported to external regulators and/or funders as required. The trustees will remain aware of all allegations through direct monitoring of the protect@ addresses.
- 5.4. Where required, on site investigations will be conducted in accordance with recommended best practices for example as contained in the [CHS Alliance Guide to Investigations](#). All investigations will determine if the allegation is upheld or not and refer this back to the relevant person for final decision.
- 5.5. Any decisions made, or actions taken in relation to the allegation will be in accordance with relevant INSO policy and applicable laws and regulations.
- 5.6. With due regard for the protection of the parties, it is INSO policy to report all crimes to the relevant national authorities.
- 5.7. All allegations, regardless of action and outcome will be retained in the Incident Database for the purpose of Board and management reporting and to inform organisational learning.
- 5.8. In the case an investigation is required of an **implementing/delivery partner, subgrantee or supplier** INSO will:
- a) Immediately notify the partner of the review and suspend their activities.
 - b) Immediately notify the finance team to suspend any outgoing payments to the partner pending resolution of the investigation.
 - c) Where necessary, notify the donor of the suspension of the partners agreement if it is likely to affect delivery of targets or services.
 - d) Make arrangements with the partner for the detailed investigation in accordance with the terms specified in the partners agreement and the requirements of Annex 2.

INSO has a responsibility to conduct such investigations thoroughly but effectively, minimising disruption to the partners work, while the partner has an obligation to comply fully with the investigation providing access to personnel, documents, records and facilities as requested.

6. The Standards

6.1. Safeguarding & Protection from Sexual Exploitation and Abuse (PSEA)

INSO's Safeguarding Policy is designed to protect people from any harm that may be caused due to their coming into contact with INSO. This includes harm arising from:

- The conduct of staff or personnel associated with INSO;
- The design and implementation of INSO's programmes and activities.

Our safeguarding policy sets out the commitments made by INSO with regard to safeguarding and informs staff and associated personnel of their responsibilities in this area. Detailed INSO policy and procedures for defining, recognising, reporting and managing safeguarding incidents are in place and are outlined in the following INSO policy documents:

- SG01 Safeguarding;
- SG01 Schedule 1_Defining and recognising abuse;
- SG02 Dealing with Safeguarding reports;
- SG03 Code of Conduct;
- SG04 Whistleblowing Policy.

6.2. Drug and Alcohol Free Workplace

The manufacture, distribution, dispensation, possession or use of any controlled substance in the workplace or any location (including provided accommodation) is strictly prohibited. Employees in violation of this prohibition will be subject to progressive disciplinary procedures and/or termination for cause.

Drinking alcohol, or acting under the influence of alcohol, while at the office or on duty is prohibited.

6.3. No Weapons Policy

For international employees, the manufacture, trading, possession and/or handling of any type of firearm, ammunition, explosive and/or other deadly weapon, with exception of pocket-knives, is strictly prohibited at any time – either on or off duty - throughout the entire course of the employment.

For national employees, the manufacture, trading, possession and/or handling of any type of form of firearm, ammunition, explosive and/or other deadly weapon, with exception of pocket knives, is strictly prohibited while at work, on

work related travel, during any other official duty period and/or while acting as an INSO representative.

Where possession of a weapon at home is the cultural norm for national employees, employees must consider their role as INSO representatives in their actions and behaviour even outside of work.

Employees in violation of this policy may be subject to termination, loss of accrued benefits and may face criminal charges in accordance with the local law.

6.4 Diversity And Equality Policy

INSO believes in respecting diversity and ensuring equal employment opportunity for each individual, regardless of race, colour, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, pregnancy, veteran status, Trade Union membership or any other condition or criteria not related to the requirements of the job role.

This regulation applies to recruitment and advertising; offering and contracting employment and job assignment; promotion, demotion and transfer; layoff or termination; rates of pay and benefits; selection for training; and the provision of any other human resources service.

Disciplinary action will be taken against any member of staff who is found to have acted in a discriminatory manner. Serious breaches of the policy will be treated as gross misconduct. Allegations of discrimination which are not made in good faith will also be treated as a disciplinary matter.

Confidential records of ongoing matters dealt with in accordance with this policy will be kept.

These procedures ensure that any member of staff who believes that he or she may have been unfairly discriminated against can raise their concerns formally. Our staff will not be victimised for making such a complaint in good faith. We will deal with complaints seriously, in confidence and as soon as possible. If a person does not feel able to raise a concern with their line manager they may also report through the confidential reporting address PROTECT@NGOSAFETY.ORG

INSO will monitor diversity in the organisation and at recruitment and develop an action plan to address any issues that are found. This will be reviewed periodically

6.5. Non- Harassment and Bullying

Definitions

- The terms 'bullying' and 'harassment' are often used interchangeably, INSO adopts these common definitions:
- **Harassment:** can be understood as: 'Any form of verbal, non-verbal or physical behaviour of a sexual nature of which the purpose or effect is the violation of a person's dignity, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment'.
- For the purposes of these guidelines, this definition also covers harassment based on the protected characteristics of race, colour, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, pregnancy, veteran status, HIV status, political opinion, or Trade Union membership.
- Men as well as women can be victims of harassment.
- **Bullying:** 'All forms of intimidating behaviour of a structural nature, coming from one or more employees (colleagues, managers) aimed at an employee or group of employees. An important aspect regarding bullying is the repetition of that behaviour in time'. Bullying may include:
 - Social isolation
 - Mocking
 - Making work unpleasant or impossible

Policy

- INSO will not tolerate bullying or harassment. INSO will take steps to ensure that no employee, volunteer or beneficiary is bullied or harassed and will discipline any employee who engages in such behaviour in accordance with the Disciplinary Procedures. Any employee who bullies or harasses another employee is liable to be dismissed.
- If an employee, intern or associated person is bullied or harassed, the person should normally follow the Grievance Procedure to file a complaint. All complaints filed will be kept confidential; INSO will only disclose the name of the person who complains or the circumstances of the harassment where necessary for investigation or disciplinary measures.
- Bullying and/or harassment is often, although not always, the result of the exploitation of unequal power relationships, for example; a manager over a subordinate. For this reason, a specific principal that applies here is the right to by-pass the normal line-management routes if necessary, and a complainant is allowed to refer the situation to his/her line manager's manager in such circumstances. Alternatively, a

complainant may report through the Designated Compliance Officer or the confidential reporting address PROTECT@NGOSAFETY.ORG

6.6. Mandatory Disclosure of Conflict of Interest

You are expected to conduct yourself appropriately and to **immediately declare any conflicts of interest** with your private life that may arise at any time prior to or during your period of employment.

Conflicts of interest could include, **but are not limited to**, any of the following where such may conflict with the principles, interests or reputation of the organisation:

- a) Any other form of employment whether paid or unpaid;
- b) Membership of any group, association, party or society etc whose principles and reputation may not be consistent with ours;
- c) Any personal blogs, websites, social media accounts that may conflict with INSO's identity and mission;
- d) Other charity/company trusteeships/ directorships;
- e) Any publicly well-known connections or associations that may conflict with our interests;
- f) Interests in any financial aspect of our operations such as procurements, suppliers and contracts;
- g) Personal connection to any other person that may be involved in decisions regarding your employment, terms and conditions or activity while employed;

A failure to properly disclose a conflict of interest may result in disciplinary action up to and including termination of contract.

Conflict of interest statements must be updated as and when your circumstances change.

6.7. Confidentiality

All employees, consultants and volunteers are expected to protect any confidential information that they may become exposed to during the course of their employment or partnership with INSO.

At a minimum this means that during, and indefinitely after, your employment/engagement with INSO, you will not (unless required or protected in doing so by) law:

- I. use any Confidential Information for any purpose
- II. disclose any Confidential Information to any person/s or organisation/s

Confidential Information is defined by INSO as any information disclosed to the employee, consultant or volunteer relating to INSO's programme and operations, policies and procedures, business affairs, beneficiaries, partners, staff, donors, suppliers or any other aspect of INSO's operations which may reasonably be regarded as confidential including all proprietary property, such as databases, written analysis, incident records or other security information, personnel contacts and documents to which you were exposed during your employment.

It does not include information which: (a) is generally known or available to the public unless that is as a result of a breach of your obligations; or (b) is disclosed to you by a third party who is themselves not breaching any obligations of confidentiality.

This expectation will be reflected in either a Non-Disclosure Agreement and/or a contract article depending on the employment position and/or status of engagement.

Breaches of such requirements may result in criminal prosecution.

6.8. Prevention of Bribery & Facilitation Payments

Bribery is defined as the offering, promising, giving, accepting or soliciting of money, gifts or other advantages as an inducement to do something that is illegal and/or a breach of trust in the course of carrying out an organisations activities.

Facilitation Payments are bribes and are usually small unofficial payments made to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment has legal or other entitlement.

Examples of bribery/facilitation payments could include, but are not limited to:

- a) A potential supplier offers you some money or a gift, in order to influence a tender process
- b) A job applicant offers to pay to increase his/her chance of being offered employment.

- c) A customs official asks you for an unofficial payment or gift to release imported goods, issue a visa or stamp your passport.
- d) A government official asks you for payment in order to secure your NGO registration or work permits.

We are committed to a policy of **zero-tolerance** of bribery in any form.

The prevention of bribery will form part of our organisational risk management approach and will be disseminated widely across the organisation.

It is strictly prohibited to solicit, offer, promise, give, request, agree to, receive or accept a bribe under any circumstances.

6.9. Fraud & Corruption

Fraud is defined as any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, an party with intent to obtain a benefit (financial or otherwise) or to avoid a duty or obligation.

Examples of fraud include but are not limited to:

- Modifying an invoice to reflect a higher price than was actually paid;
- Claiming you have an educational degree that you do not have in order to secure a job;
- Faking the signature of your line manager on a loan application

Corruption is defined as the practise of offering, giving, receiving or soliciting (suggesting, implying) anything of value in order to influence, or attempt to influence, improperly the actions or omissions of another party.

Examples of corruption include, but are not limited to:

- A supplier offers you an expensive lunch to ensure his bid gets opened at the tender meeting;
- A police officer asks for a packet of cigarettes to avoid issuing a fine;
- You put \$10 inside your application for a new passport to make it go faster even though there is no fee for the service.
- A vehicle rental agent pays you 2% to ensure he keeps the contract.

We are organisationally committed to eradicating these practises at all levels and commit to:

1. **Reject** all and any efforts to commit or participate in fraud or corruption by any person
2. **Investigate** in accordance with the standards set out herein all alleged instances of fraud or corruption

3. **Report** all known instances at the highest levels of the organisation (Board of Directors) and, where relevant, to external authorities
4. **Record** – all cases for future organisational reference and learning.

Acts of fraud or corruption may well be criminal acts and **it is our policy to cooperate with authorities in the investigation and potential prosecution of such.**

Even where no crime is committed, employees in violation of this policy will be subject to **progressive disciplinary procedures up to and including termination of contract with loss of benefits.**

Implementing/delivery partners & suppliers in violation of this policy will be at risk of having their agreements/contracts terminated and being barred from future tenders.

6.10. Whistleblowing & Employee Protection

If staff have genuine concerns about malpractice at INSO, we wish to encourage them to communicate these without fear of reprisals and in the knowledge that they will be protected from victimisation, disciplinary procedures and dismissal, as such all reports made to the protect@ngosafety.org hotline under this policy are protected by the SG04 Whistleblowing Policy.

6.11. Duty of Care

All workplaces, including INSO, have a moral and a legal 'duty of care' obligation to ensure that everyone that comes in to contact with them, whether employee, volunteer, intern, beneficiary or the general public, is protected from any personal physical and/or emotional risk, either on the premises or when engaged in related activities.

The general duty of care extends to almost all areas of organisational activity including; fire safety, health and safety, travel, personal safety, child and adult safeguarding, management of staff, equality, bullying, harassment, stress, or discrimination from any source. Our duty of care to employees is always a higher priority than the protection of material assets, the preservation of programs, or the protection of INSO's reputation.

INSO has in place a suite of policies and support mechanisms to help ensure that our duty of care is discharged in a way that is fair, just and reasonable in the circumstances. These policies are reviewed as required. This means assessing and monitoring risks and potential risks, taking into account whether something is reasonably foreseeable, the likelihood of it occurring, and the practicality (including the cost to the organisation) to reduce, mitigate or eliminate the risk. INSO line managers are responsible for the management of risk in our

organisation and have the decision making authority and accountability to do so.

However, it is not possible to reduce, mitigate or eliminate all risks. The nature of the work that INSO does, and the locations that many of our employees operate in, are inherently risky and can possibly involve exposure to, or inadvertent involvement in, violent or disturbing events, and armed conflict. There can also be risks of contracting sicknesses and diseases in locations where access to complex medical treatment is limited. Beyond direct physical risks, the proximity to poverty, violence and suffering can be stressful and can lead to psychological and emotional health problems.

INSO addresses these risks principally through detailed Security Risk Assessment Matrix (SRAM) in each country and by careful recruitment and selection of staff, pre-departure briefings, Country Security briefings and orientation. We also have in place a health scheme for internationally deployed and mobile employees including access to mental health services and pre and post assignment health check-ups, regular Rest and Relaxation (R&R) provision and policies on safeguarding, equality and harassment, amongst others..

Each of us also has a personal responsibility to exercise a duty of care towards ourselves and colleagues, and to work with INSO to manage risks. Having an awareness of our surroundings, and taking our own reasonable actions to avoid risks and stay safe is as important as the systems and processes that INSO puts in place as an organisation. Taking personal responsibility does not mean that INSO is not responsible for continuing to do everything we reasonably can to protect employees and others from those risks that we can reasonably foresee.

Ensuring that INSO discharges our duty of care appropriately may mean that different groups are treated differently. This is because a specific threat may result in different levels of foreseeable risk for those different groups. This may require different approaches to managing our duty of care even if these individuals or groups are in the same location. INSO's approach is non-discriminatory, and whilst how our duty of care is carried out may sometimes appear unequal (eg different rules for national and international employees) the resultant level of acceptable risk is intended to be without distinction or discrimination.

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Annex 1

Code of Conduct for Implementing/Delivery Partners, Sub-Grantees & Suppliers

INSO expects any legal implementing/delivery partners, sub-grantees, suppliers or other organisations wishing to provide services to or on behalf of INSO to be able to demonstrate robust standards of safeguarding and other legal and ethical guidelines in compliance with INSO's own policy framework as detailed in the following documents:

- INSO's Legal and Ethical Behaviour Standards;
- SG01 Safeguarding;
- SG01 Schedule 1_Defining and Recognising Abuse;
- SG02 Dealing with Safeguarding Reports;
- SG03 Code of Conduct;
- SG04 Whistleblowing Policy.

Implementing/delivery partners, sub-grantees and suppliers to the International NGO Safety Organisation (INSO) will adhere and commit to all of the above standards of behaviour.

They will commit to immediately report to INSO any known or alleged breaches of these standards by their own employees or downstream partners on the email address: PROTECT@NGOSAFETY.ORG

They will commit to fully cooperate with INSO in the course of any investigation of any alleged breach including the provision of timely access to personnel, facilities, documentation or electronic records as may be requested.

It is agreed and understood that failure to uphold these standards and/or fully participate in the investigation of any alleged breach may be grounds for termination of any existing agreement and barring from future opportunities.

PARTNER/SUPPLIER CERTIFICATION

On behalf of [.....Organisation Name.....], I [.....Signatory Name.....] hereby certify that I have read and understood this code of conduct and that we will act in compliance with its conditions. I understand that a failure to do so may result in suspension or termination of our agreement and the barring from future opportunities. We commit to inform INSO, in writing, of any known or alleged breaches of these Standards at the earliest opportunity.

[partner sign & date]