

Introduction

This document provides guidance to Implementing Partners (IPs) of OCHA-managed Country-Based Pooled Funds (CBPFs) on their obligations in relation to prevention, detection, reporting and response to incidents of Sexual Exploitation and Abuse (SEA). This document should be read in conjunction with the Global Guidelines for CBPFs¹, the CBPF Operational Handbook, their annexes and the UN Protocol on Allegations of SEA involving Implementing Partners².

*These procedures do **not** apply to cases of sexual misconduct involving United Nation staff members or affiliated personnel. These procedures also do **not** apply to cases of sexual harassment (SH) in the workplace, which is defined as any unwelcome conduct of a sexual nature perpetrated by personnel of CBPF IPs in the workplace or in connection with work. While these procedures do not apply to events of SH, CBPF partners must take all reasonable actions to prevent sexual and workplace harassment and manage incidents, including the immediate support to the victim should an incident arise.*

Responsibilities of CBPF Implementing Partners (IPs)

The Grant Agreement is a legal contract that IPs enter with the United Nations when receiving CBPF funding, IPs are required to comply with the following requirements:

1. Zero tolerance
 - The IP acknowledges and agrees to implement the UN and OCHA's zero tolerance for abuse and misconduct, including SEA. The IP is also required to communicate the zero-tolerance policy to all its personnel and subcontractors. (Grant Agreement Art IV, paras 4 and 5)
2. Prevention
 - The IP agrees to take all reasonable actions to prevent abuse and misconduct (Art IV, para 5)
 - The IP commits to complying with all requirements of the [UN Standards of Conduct](https://conduct.unmissions.org) (<https://conduct.unmissions.org>). (Art IV, para 5)
 - The IP accepts to ensure that all possible measures are taken to prevent its personnel from exploiting and abusing vulnerable populations and other persons of concern to OCHA and engaging in any form of behavior that could qualify as misconduct and abuse. (Art IV, para 6)

Furthermore, in accordance with the UN Protocol on SEA Allegations involving IPs:

- The IP agrees to offer regular trainings to its employees and associated personnel on prevention and response to SEA. The training must include information on the UN's definition and prohibition of SEA, the requirements for prompt reporting of SEA allegations to OCHA and referral of victims to immediate assistance. Training options include the UN PSEA online training that is available for all implementing partners at: <https://agora.unicef.org/course/info.php?id=7380>
 - The IP commits to properly screening staff for involvement or alleged involvement in SEA or violations of human rights.
3. Reporting
 - The IP commits to immediately (within 48 hours) notify OCHA if the IP becomes aware of a breach

¹ Available at: <https://www.unocha.org/our-work/humanitarian-financing/country-based-pooled-funds-cbpf/cbpf-guidelines>

² Available at: https://www.un.org/en/pdfs/UN%20Protocol%20on%20SEA%20Allegations%20involving%20Implementing%20Partners%20-%20English_Final.pdf

or possible breach of any of the obligations in the Grant Agreement, whether by the IP or by a subcontractor. (Art IV, para 8)

- The IP further commits to immediately communicate with OCHA regarding:
 - any suspicion or allegation of abuse or misconduct involving the IP staff or related personnel; and
 - the planning and conduct of any investigation, or administrative action in regard to allegations of sexual exploitation and abuse, misconduct of staff and beneficiaries related to the CBPF Grant or the Implementing Partner.
 - The Implementing Partner shall timely share with OCHA the full reports of investigations conducted. (Art. XI para 4)
 - The IP accepts to inform OCHA immediately upon its knowledge, in writing, when any investigation into its operations or personnel or any proceeding against it is initiated at any stage; failure to do so may result in termination of ongoing projects and/or render the Implementing Partner ineligible for funding. (Art II, para 6)
4. Access to documents
- The IP agrees to provide OCHA, the UN Office for Internal Oversight Services (OIOS) or any other person duly authorized with full and unrestricted access to all documentation, premises, implementation sites relating to OCHA-funded Projects, including related to activities undertaken by sub-contractors. (Art XI, para 2)
 - The IP accepts to facilitate all monitoring, audit, investigation and other types of review, visits of premises and implementation sites. (Art XI, para 3)
5. Suspension and termination
- Failure of IP to take effective measures to prevent abuse or other misconduct or the failure to investigate allegations of the same and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of the Grant Agreement with OCHA. (Art IV, para 6)
 - In cases of non-frivolous allegations of sexual exploitation and abuse, OCHA may decide to issue a notice of termination of the Project immediately and forego the fourteen (14) days' notice of suspension. (Art. XIII para 4)
6. Sub-contracting
- The IP is fully responsible for all work and services performed by sub-contractors, and for all acts and omissions committed by them, their employees or other personnel (Art V, para 5)
 - OCHA's approval of a sub-contractor shall not relieve the IP of its obligations under the Grant Agreement. Such obligations shall be passed on by the IP in its contracts with sub-contractor(s) (Art V, para 5)
 - The Implementing Partner shall ensure monitoring of the sub-contracted activities, including the accountability of funds and project outcomes (Art V, para 5)
 - In case of alleged or suspected misconduct by sub-contractor, the partner must:
 - Immediately notify OCHA
 - Promptly and duly investigate the allegations (sub-contractor or partner)
 - Allow access by OCHA-appointed investigators to documentation and sites related to sub-contractor activities (Article XI)
 - In case of confirmed misconduct by sub-contractor, the partner must:
 - Ensure the defrauded amount is refunded to OCHA
 - Ensure all necessary corrective and disciplinary measures are taken

What to report

Sexual exploitation and abuse, defined in the Secretary-General's bulletin [ST/SGB/2003/13](https://undocs.org/en/ST/SGB/2003/13) (<https://undocs.org/en/ST/SGB/2003/13>). These include:

- *Sexual abuse*: actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- *Sexual exploitation*: any actual or attempted abuse of position of vulnerability, differential power

or trust for sexual purposes including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Examples of prohibited conduct that must be reported include, but are not limited to:

- Sexual relationship with a member of the community who is also a beneficiary
- Sexual activity with a child (under 18 years of age)
- Exchange of money, employment, good or services for sex, including hiring prostitutes
- Rape or attempted rape
- Threats of unwanted sexual acts

Which acts should be reported to OCHA:

- Suspected, alleged and confirmed acts of sexual exploitation and abuse (hereon: SEA acts)
- SEA acts committed by a staff member, affiliated personnel (e.g. contractor, intern, daily worker, etc.) or sub-contractor of a CBPF IP
- SEA acts that have a potential or confirmed impact on CBPF-funded activity, e.g. the perpetrator's salary or fee is covered entirely or partly by a CBPF project; or the victim is a beneficiary under a CBPF-funded activity
- SEA acts that may have a significant media coverage or reputational impact for the partner and/or OCHA, whether or not at the time of reporting these have a potential or confirmed impact on CBPF-funded activities
- Acts of Sexual harassment (SH), defined as any unwelcome conduct of a sexual nature in the workplace or in connection with work, that may have a significant media coverage or reputational impact for the partner and/or OCHA, whether or not at the time of reporting these have a potential or confirmed impact on CBPF-funded activities

How to report

The IP must immediately (within 48 hours) notify OCHA of an incident that may impact OCHA-funded activities or personnel, even if the events or their impact on OCHA funding are not yet confirmed. Early disclosure of suspicions by the IP shows transparency and good faith, which will be taken into consideration when determining measures required.

Such events can be reported to:

- The OCHA Head of Office, CBPF Fund Manager or other members of the OCHA Humanitarian Financing Unit, either by email or in person
- The CBPF complaints or feedback mechanism
- The [Hotline service](https://oios.un.org/content/contact-us) of the United Nations Officer for Internal Oversight Services (OIOS) (<https://oios.un.org/content/contact-us>)

The IP can report confidentially through the channels above in whichever format they wish, so long as notification is done timely and with as many details as available.

The following details should be included, if available:

- Description of the incident and related events – *including a description of the persons and/or entities involved*
- Nature of the allegation – *IP to determine if the incident is related to sexual harassment (managed internally by the IP) or sexual exploitation and abuse*
- Indication of who are the victim(s) – *e.g. if they are beneficiaries, minors, etc.*
- Indication of actions taken to provide assistance to the victim - *direct assistance, referral, etc.*
- Source of allegations – *how this information has come to the IP's attention*
- Date and location of the alleged events
- Potential OCHA-funded project(s) involved – *if not known, indicate any OCHA-funded projects ongoing at the time of the alleged events*
- Actions taken by IP against the alleged perpetrator(s), if identified
- Indication of whether the IP plans to conduct an investigation into the reported events, and if so the planned timeline
- Identification of other donors whose funding may have been impacted by the events

Full consideration will be ensured to protect personal identifying information or otherwise sensitive details of individuals involved.

Steps of the investigative process

OCHA may receive reports of suspected SEA through self-reporting by the IP, but also from third parties (whistle-blowers or other stakeholders). Additionally, OCHA may detect indications of misconduct through activities it conducts under its management function of the CBPFs.

When OCHA determines that suspicions of SEA are credible enough to trigger an inquiry, OCHA can take one of the following actions:

1. Allow the IP to self-investigate the allegations

This applies primarily to allegations that are self-reported by the IP. If the IP wants to self-investigate and has the capacity to credibly do so, OCHA will request the timeline and the ToRs of the self-investigation. Once the self-investigation is completed, the IP will share the report with OCHA, who will review and may request additional information. The self-investigation report should contain an overview of the disciplinary actions taken by the IP against any implicated personnel, and any measures implemented to strengthen the IP's policies and systems and to prevent recurrence. Self-investigation reports are referred by OCHA to the UN Office of Internal Oversight (OIOS) for review before a case is closed.

2. Referral to OIOS for investigation

This applies to allegations detected by OCHA or reported by third parties; it can also apply to events self-reported by an IP. If the IP is unwilling/unable to credibly self-investigate, OCHA may request OIOS to conduct an investigation into the SEA allegations.

OIOS reserves the right to investigate SEA allegations involving CBPF IPs and associated personnel, notwithstanding related investigations undertaken by the IP or national authorities.

Conservative measures

OCHA strictly follows the UN policy of zero tolerance towards SEA. Therefore, when incidents are discovered or reported, there may be a need to impose interim measures to minimize further impact of such events.

The application of conservative measures is determined on a case-by-case basis taking into account, different considerations including (but not limited to) the willingness of the IP to fully disclose the issues, to self-investigate them and/or to collaborate with OCHA-commissioned inquiry

Conservative measures that OCHA may impose include:

- Suspension or termination of ongoing projects
- Suspension of pending disbursements
- Continued implementation and disbursements with increased control measures
- Downgrading of partner's risk level
- Temporary suspension of partner's eligibility to apply for new funding from the CBPF (both as implementing and sub-implementing partner), including through Cost Extensions of ongoing projects
- Extension of conservative measures to CBPFs in other countries

Conservative measures are decided by the OCHA Executive Officer (EO) and officially communicated to the IP by the Humanitarian Coordinator (HC) or OCHA Headquarters. OCHA Country Offices and Humanitarian Financing Units are not involved in the determination of conservative measures and inquiries.

Conservative measures can be lifted by official decision of the OCHA EO upon satisfactory resolution. The HC can lift suspension of eligibility if it had been originally imposed by the HC.

Settlement

Upon conclusion of the investigative process, OCHA communicates to the IP the conditions for amicable settlement towards closure of the case. These may include:

- Refund by IP to OCHA of unspent balance and/or ineligible expenditures
- Final disbursement by OCHA to IP of outstanding amount owed
- Plan of corrective measures to be implemented by IP to strengthen relevant internal controls
- Disciplinary actions against implicated personnel
- New Capacity Assessment to verify some or all the above

In case all settlement conditions are satisfactorily met and verified, the OCHA EO may decide to lift conservative measures and consider the reinstatement of the IP's eligibility.

In case of unsatisfactory settlement, OCHA will place the IP and its top management on the OCHA debarment list and share that information with CBPF donors and other UN entities, as relevant. If the organization is an international NGO, debarment from all CBPF funding globally may be considered.

Annex 1 – Workflow for response to SEA allegations involving CBPF IPs

