

TERMS AND CONDITIONS OF PURCHASE ORDER

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier signing and returning an acknowledgment copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and Obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provision proposed by the Supplier shall bind Alight South Sudan unless agreed to in writing by a duly authorized Alight South Sudan official.

2. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis Alight South Sudan. The Supplier, its personnel, and sub-contractors shall not be considered in any respect as being the employees of Alight South Sudan. The Supplier shall be fully responsible for all work and services performed by its employees and for all acts and omissions of such employees.

3. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to Alight South Sudan in connection with the performance under this Contract. The Supplier shall refrain from any action that may adversely affect Alight South Sudan and shall fulfill its commitments with the fullest regard to the interests of Alight South Sudan.

4. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO ALIGHT SOUTH SUDAN

The Supplier warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on Alight South Sudan and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of Alight South Sudan to ensure the protection of refugees and other persons of concern to Alight South Sudan. The Supplier hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to Alight South Sudan. The failure of the Supplier to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred shall entitle Alight South Sudan to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to Alight South Sudan.

5. ANTI-PERSONNEL MINES

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle Alight South Sudan to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to Alight South Sudan.

6. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any of its suppliers, is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation

and warranty shall entitle Alight South Sudan to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to Alight South Sudan.

7. SUB-CONTRACTING

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of Alight South Sudan for all sub-contractors. The Supplier shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of Alight South Sudan of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any subcontract shall be subject to and conform to the provisions of this Purchase Order.

8. ASSIGNMENTS

The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order except with the prior written consent of Alight South Sudan.

9. OFFICIALS NOT TO BENEFIT

The Supplier represents and warrants that no official of Alight South Sudan has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Purchase Order or the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Purchase Order.

10. ENCUMBRANCES/LIENS

The Supplier shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with Alight South Sudan against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

11. EXPORT LICENCE

The Purchase Order is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Supplier to obtain such license or authorization. Should the Supplier encounter difficulties in obtaining the required export license or governmental authorization, it shall immediately bring this to the attention of Alight South Sudan. Alight South Sudan will, at its discretion, use its best endeavours to assist.

12. WARRANTY

The Supplier warrants the goods, including the packaging, furnished under this Purchase Order conforms to the specifications of the Purchase Order and is free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Supplier provides to purchasers. Such guarantees shall apply to the goods subject to this Purchase Order.

13. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Purchase Order value per day or part thereof. The assessment will not exceed 10 percent of the Purchase Order value. Alight South Sudan has the right to deduct this amount from the Supplier's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to Alight South Sudan, including cancellation, for the Supplier's non-performance, breach and/or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of Alight South Sudan's rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

14. REJECTION

Under the Purchase Order, Alight **South Sudan** shall have the right to reject the goods or any part thereof if they do not conform to specifications.

15. INSPECTION

Alight **South Sudan** or its duly accredited representatives shall have the right to inspect the goods ordered for under this Purchase Order at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilitates for such inspection. Alight South Sudan may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of Alight South Sudan or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Purchase Order concerning obligations subscribed by the Supplier, such as warranty or specifications. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

16. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by Alight South Sudan of the goods sold under this Purchase order does not infringe on any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold Alight South Sudan and the United Nations harmless from any actions or claims brought against Alight South Sudan and/or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

17. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by Alight South Sudan shall rest with Alight South Sudan and any such equipment shall be returned to the Alight South Sudan at the conclusion of this Contract or when no longer needed by the Supplier. Such equipment, when returned to Aligh South Sudan, shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear. The Supplier shall be liable to compensate Alight South Sudan for equipment determined to be damaged or degraded beyond normal wear and tear.

18. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF ALIGHT South Sudan

Unless authorized in writing by Alight South Sudan, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to Alight South Sudan, or use in any manner whatsoever the name, emblem or official seal of Alight South Sudan or any abbreviation of the name of Alight South Sudan for in connection with its business or otherwise.

19. PRIVILEGES AND IMMUNITIES

Nothing contained in this Purchase Order shall be deemed a waiver, express or implied, of any privilege or immunity which Alight South Sudan may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

20. TAX EXEMPTION

Alight is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize Alight South Sudan exemption from such taxes, duties or charges, the Supplier shall immediately consult with Alight South Sudan to determine a mutually acceptable procedure.

Accordingly, the Supplier authorizes Alight South Sudan to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with Alight South Sudan before the payment thereof and Alight South Sudan has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide Alight South Sudan with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

21. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

This Purchase Order supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Purchase Order.

22. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these –General Terms and Conditions for Goods or any other document which forms part of the Purchase Order these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

23. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of Alight South Sudan, only the Procurement Manager possesses the authority to agree on behalf of Alight South Sudan to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Purchase Order shall be valid and enforceable against Alight South Sudan unless provided by an amendment to this Purchase Order signed by the Supplier and the Procurement Manager.

24. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to Alight South Sudan, of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Purchase Order. The Supplier shall also notify Alight South Sudan of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Purchase Order. On receipt of the notice required under this Article, Alight South Sudan shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Purchase Order.

If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Purchase Order, Alight South Sudan shall have the right to suspend or terminate this

Purchase Order on the same terms and conditions as are provided for in Article 26, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure, as used in this provision, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force. Notwithstanding anything to the contrary in this Purchase Order, the Supplier recognises that the work and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this Purchase Order.

25. DISPUTES – ARBITRATION

Amicable Settlement; The Parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of this Purchase Order or the breach, termination, or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the South Sudan Law on Arbitration and Conciliation, then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy, or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The place of arbitration shall be Geneva. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

26. TERMINATION OF PURCHASE ORDER

In the case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, Alight South Sudan may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

Procure all or part of the goods from other sources, in which event Alight South Sudan may hold the Supplier responsible for any excess cost occasioned thereby, Refuse to accept delivery of all or part of the goods, Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to Alight South Sudan.

Alight South Sudan may terminate forthwith this Purchase Order at any time should the mandate or the funding of Alight South Sudan be curtailed or terminated, in which case the Supplier shall be reimbursed by Alight South Sudan for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

27. INSOLVENCY AND BANKRUPTCY

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, Alight South Sudan may, without prejudice to any other rights and remedies, terminate this Purchase Order by giving the Supplier written notice of termination. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, Alight South Sudan may under the terms of this Purchase Order, terminate this Purchase Order forthwith by giving the Supplier written notice of termination.

28. PAYMENT INSTRUCTIONS

Alight South Sudan shall, on the fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment by bank transfer within thirty days of receipt of the Suppliers invoice for the goods and copies of any other documentation specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. The prices shown in this Purchase Order may not be increased except by express written agreement of Alight South Sudan.

Documents are to be sent to the address indicated in the Purchase Order.

Alight South Sudan

Plot 709 3K-South, Behind Phenicia Supermarket, Off Ministry Road, Kololo Juba



ALIGHT'S CONFLICT OF INTEREST POLICY

ALIGHT seeks to avoid potential conflicts of interest posed by close personal relationships between employees and clients, patients, beneficiaries, or other individuals participating in an ALIGHT program or activity.

For the purposes of this policy, ALIGHT employees include international staff, national staff, volunteers, interns, consultants, temporary employees, camp-based staff and temporary contractors. As used in this policy, "close personal relationships" include close familial relationships such as spouse, parents, children, siblings, cousins, and other relations; or consensual sexual or romantic relationships. To ensure that close personal relationships between employees and clients, patients, and beneficiaries do not influence decisions with respect to hiring, promotion, education or access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by ALIGHT, any employee engaged in a close personal relationship with another person as defined in this policy is responsible for disclosing this relationship in writing to his/her Supervisor and Department/Country Director. Every employee is also responsible for notifying his/her Supervisor in writing in the event a close personal relationship ends.

Employees are prohibited from providing any assistance or service through any ALIGHT program, such as access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by ALIGHT, to anyone with whom they have a close personal relationship. Employees are also prohibited from supervising and participating in any hiring, promotion, and evaluation decisions, either directly or indirectly that may affect an individual with whom they have a close personal relationship.

When informed of a close personal relationship in accordance with this policy, the Supervisor or Department/Country Director will recommend steps to eliminate any potential for conflict of interest. In the case of a supervisor-subordinate close personal relationship, a reasonable effort will be made to reassign one of the employees to another position. Failure to disclose the existence or end of a close personal relationship in accordance with this policy is cause for termination of employment.

Employees who believe this policy is being violated should report the concern to a Supervisor or the Department/Country Director. In any case, the Department/Country Director must be informed, unless the violation involves the Department/Country Director in which case the Director of Human Resources & Administration must be notified.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of ALIGHT. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to an officer of ALIGHT as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which ALIGHT does business but also when an employee or relative receives any kickback, bribe, substantial gift, or



special consideration as a result of any transaction or business dealings involving ALIGHT. The activities are strictly prohibited by ALIGHT. Violations will be cause for immediate termination and, if warranted, legal action.

I have read and/or someone has read this Conflict of Interest policy to me. I understand the contents of this policy and that I am responsible for complying with its provisions.

Name (Print): _____

Signature: _____ Date: _____

CHILD PROTECTION POLICY

ALIGHT'S COMMITMENT TO PROTECTING CHILDREN

Children are particularly vulnerable to abuse and exploitation during emergencies and armed conflicts due to displacement, disrupted social supports and routines, few child- and youth-focused services, and limited voice and participation in decisions that affect their safety and wellbeing. Imminent threats to children's security and positive development include violence, abuse, neglect, separation from primary caregivers, recruitment or association with armed groups, trafficking, and exploitation. Thus, ALIGHT actively commits to preventing further harm among children and will continuously promote the safety, dignity, and resilience of all children and youth who have access to ALIGHT's programs and services.

In times of crisis, ALIGHT works diligently to create protective environments for children and youth through specialized, inclusive child protection interventions in line with minimum standards and best practices. All ALIGHT programs, including Shelter, Health, Education, Protection, and Water, Sanitation, and Hygiene Promotion, seek to integrate gender, age, protection, and special needs considerations by tailoring services to meet the unique needs of young and adolescent girls and boys. In line with the Convention on the Rights of the Child, ALIGHT actively pursues child participation along with the meaningful engagement of their families and community members to bring about community-driven, contextually-appropriate interventions. Finally, all ALIGHT staff and volunteers are responsible for upholding children's human rights, including protection from all forms of violence, and reporting any such child abuse incidents to appropriate personnel. For the purposes of this policy, ALIGHT employees include international staff, national staff, volunteers, interns, consultants, temporary employees, camp-based staff and temporary contractors.

VALUES AND PRINCIPLES

- All children and youth deserve to be treated fairly.
- All girls and boys must have safe access to child- and youth-friendly activities and services that promote their full growth, dignity, and wellbeing and respect their human rights, including rights to an identity, protection, family-based care and reunification, and education.
- When all children are able to enjoy their human rights, their situations and holistic development are likely to improve so that they have the opportunity to reach their full potential.
- Child Protection is everyone's responsibility.
- Any and all child abuse is an infringement on their rights and must not be committed by any ALIGHT staff, volunteer, or partner.

ALIGHT CHILD PROTECTION STANDARDS



ALIGHT defines a 'child' as anyone under the age of 18 in accordance with the Convention on the Rights of the Child. ALIGHT will meet its commitments to protect children through the following means:

- **Awareness:** Ensure all staff and beneficiaries are made aware of 1) the nature, indicators, and effects of the various forms of child abuse and neglect and 2) potential threats to children's and youth safety, development, and wellbeing
- **Prevention:** Confirm that staff and others make every effort to minimize risks to children through raising awareness and adhering to good practices that promote protective environments
- **Reporting:** Educate staff, volunteers, and partners on mandatory reporting for child abuse and sexual abuse and exploitation (SEA) along with the required steps and procedures to take when concerns arise regarding the safety and abuse of children; Educate beneficiaries on available mechanisms for reporting child abuse and SEA committed by I/NGO staff, volunteers, or others
- **Responding:** Guarantee that safe and ethical action is taken to care for and support children in accordance with the best interest of the child whenever concerns arise regarding possible abuse

To meet the above standards, ALIGHT will commit to the following:

- Employing qualified and skilled staff who successfully pass reference and other background checks
- Developing staff, volunteers' and partners' professional competency in child protection fundamentals and ALIGHT protection policies and procedures
- Seeking free and informed consent from primary caregivers for children's participation in its programs
- Taking all received reports and concerns seriously
- Acting quickly and ethically in investigating, protecting the child, and/or cooperating with any subsequent process of investigation
- Adhering to principles of safety, confidentiality, respect, non-discrimination, and the *best interests of the child* throughout all activities, services, and investigations
- Guaranteeing the protection of children who are the subject of any concerns
- Supporting and protecting staff or others who have raised concerns
- Listening to and taking seriously the views and wishes of all children and youth
- Working in partnership with parents, caregivers, and professionals to ensure the protection of all children and youth

ALIGHT CHILD PROTECTION CODE OF CONDUCT

ALIGHT's Code of Conduct is applicable to all who work for or partner with ALIGHT, including staff, volunteers, visitors, and contractors. Each individual, upon joining ALIGHT in any capacity, must be made aware of, commit to, and sign this Code of Conduct which underscores procedures and consequences in the event of any violations. In particular, individuals must:

- Adopt and promote best practices which protect children from abuse, potentially abusive or exploitative people and circumstances, and other safety risks
- Immediately report any concerns about suspected abuse in line with ALIGHT's mandatory reporting policy, and not take further action unless requested by the employee's ALIGHT supervisor in order to maintain the privacy and dignity of the child
- Cooperate in any ALIGHT or other necessary investigation

To ensure ALIGHT does not cause additional harm to displaced populations, ALIGHT enforces a mandatory reporting policy that requires anyone associated with ALIGHT to report all suspicions and received reports of child abuse and sexual abuse and exploitation. Failure to report will end in disciplinary action, including possible termination.

Code of Conduct Dos and Don'ts

STAFF AND PARTNERS MUST:



- ✓ Ensure all activities are accessible for all children, including children with special needs and abilities
- ✓ Identify, map out, and analyze risks for children and youth and develop risk mitigation plans
- ✓ Create safe, child-friendly spaces with trained, nurturing caregivers who promote routines and stability
- ✓ Promote family-type care and family reunification to the extent possible
- ✓ Creatively engage out of school youth in positive, constructive activities they like and want
- ✓ Assist children to manage their own behaviors through age-appropriate discussions about kind, respectful actions (acceptable behavior) and unkind actions (unacceptable behavior)
- ✓ Encourage children to raise questions or concerns about their own safety and the safety of others
- ✓ Meaningfully engaging primary caregivers and community members in child protection interventions
- ✓ Keep personal data and identifying details of children in a secure location, maintaining the highest level of privacy, so as not to increase risk of harm for children accessing ALIGHT services
- ✓ Be aware of child protection, gender-based violence, and SEA referral and reporting mechanisms
- ✓ Immediately report any suspicion of violations to this code of conduct to your immediate supervisor (or next line manager if the supervisor is suspected of committing abuse)

STAFF, VOLUNTEERS, VISITORS, AND PARTNERS SHOULD NEVER:

- ✓ Spend excessive alone time with any child (or small group of children) away from others
- ✓ Hit, slap, or otherwise physically assault or abuse children; Corporal punishment is forbidden
- ✓ Develop physical or sexual relationships with children
- ✓ Have relationships with children that are or *could be deemed* exploitative or abusive, including offering or providing money, materials, services, or employment in exchange for sexual favors
- ✓ Use language, make suggestions, or offer advice that is inappropriate, offensive, or abusive
- ✓ Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse
- ✓ Behave physically in a manner which is inappropriate or sexually provocative
- ✓ Act in ways that may place a child in danger or increase a child's risk of abuse
- ✓ Take children to your home, especially where they will be alone with you, or have children stay overnight at your home unsupervised
- ✓ Sleep in the same room or bed with a child with whom you are working
- ✓ Do things for children of a personal nature that they can do for themselves
- ✓ Condone behavior of children, which is illegal, unsafe, or abusive nor participate with children in such activities
- ✓ Discriminate against, show differential treatment towards, or favor particular children at the exclusion of others
- ✓ Share confidential information without the free and informed consent of the child and her/his primary caregiver

Please note the Reporting, Data Protection, and Confidentiality Sections below apply specifically to cases involving ALIGHT staff, volunteers, visitors, or partners who are suspected of child abuse and non-compliance with this policy. All other cases of suspected child abuse or gender-based violence (GBV) should be referred through the local referral mechanisms, including a referral to a trusted ALIGHT or other child protection or GBV social worker.

CONFIDENTIALITY AND DATA PROTECTION

Confidentiality: The need for confidentiality is essential and must be respected in regards to all matters of this policy. Confidentiality means that the child's and her/his family's right to privacy and dignity is maintained to the highest level possible, with *only necessary information shared on a need to know* basis and in the *best interest of the child*. Sometimes, lack of confidentiality may have devastating impacts on the lives of children and may also result in serious consequences for adults involved in the process. When addressing concerns regarding possible abuse,



extreme vigilance must be exercised in protecting information. Information should be passed on via the reporting process described below and only to those people who *need to be aware* of the abuse.

Data Protection: The manager or designee of the Country Director (CD) receiving the report of suspected child abuse should record any concerns, allegations, or disclosures at the time or as soon as possible after the concern has been raised, and absolutely no longer than 24 hours after the report is made. Records must be signed and dated. Records must also be as detailed and precise as possible by giving an exact account of what was said. All subsequent actions should also be documented.

The records will be stored securely in the country office and then carefully moved to the ALIGHT Human Resources section in Minneapolis, MN for safe-keeping. Access is strictly prohibited and needs prior approval from the HR Director.

REPORTING PROCEDURES

The principle of 'best interests of the child' and the desire to secure the best possible outcomes for the child should always govern decisions regarding what action to take in response to child abuse concerns. If you are concerned about the possible abuse of a child, your concerns **must** be reported to your manager in the same working day. If your manager is the individual who is suspected of abuse, discuss your concerns with a member of the Senior Management Team (SMT) or the CD. **Remember:** *It is everyone's responsibility to make sure children are safe and protected. Failure to report suspected abuse will result in disciplinary action, including possible termination.*

If the child is disclosing or making a report of abuse allegedly committed by someone associated with ALIGHT directly to you, please do the following:

- ✓ Take the report seriously and be sensitive and compassionate
- ✓ Offer for the child to speak with a qualified child protection or GBV social worker of the same sex if s/he would like, either for making the report or for follow up care and assistance
- ✓ Document what the child tells you *after* your meeting
- ✓ Only record essential information and pass that along to your manager or SMT member. Remember that it is not your responsibility to investigate, so only ask few, necessary, and relevant questions.
- ✓ **If the child is in immediate danger**, please keep the child with you and contact your immediate supervisor or a trusted manager for instructions. Further instructions may include going immediately to a health facility or trained child protection or GBV social worker for additional assistance.

Concerns to be reported: Managers should record the details as disclosed or alleged. **Remember that only basic information is necessary for this report as more information will be collected by qualified professionals during the investigation.** Information in the report should include:

- ✓ Who has been abused?
- ✓ When and where did the abuse take place (with time and date)? Who is the suspected abuser?
- ✓ What is the nature/type of abuse?
- ✓ **If the child is making the report directly**, how did the child describe the abuse in her/his own words?
- ✓ Has the abuse been reported elsewhere (family, local authority, partners, etc.)? Has any action been taken to help the child already?
- ✓ Is the child in immediate danger? *For safety planning, please work with your supervisor and a qualified CP or GBV social worker.

Investigation



All reports of abuse will be addressed by the Country Director (CD) or the next highest level manager. If the CD is the suspect, the Director of International Programs and the Vice President of Human Resources & Administration should be contacted. All reports related to child abuse will be immediately investigated and appropriate action take based on the results of the investigation.

I have read and/or someone has read this Child Protection Code of Conduct Policy to me. I understand the contents of this policy and that I am responsible for complying with its provisions.

Name (Print): _____

Signature: _____ Date: _____

ALIGHT’S CODE OF CONDUCT AND PROCUREMENT CODE OF CONDUCT

It is Alight’s policy that all staff, consultants, subcontractors and sub-grantees conduct their activities morally, ethically, and in the spirit of accountability and transparency, and in conformity with applicable laws and regulations and practices common with responsible corporations and non-government organizations.

Specifically, this policy explicitly provides that:

1. No funds or assets will be used for any unlawful or improper purpose.
2. No contributions will be made for political purposes from Alight funds in the United States or in any country, even in countries where such contributions may be legal.
3. Gratuities, business entertainment, meals and gifts which are both lawful and customary may be permissible, but may not be allowable. However, no payments, gratuities, or gifts will be made, directly or indirectly, to any official or employee or other Government or any Government agency.
4. Financial data required to be submitted to donors, including governments, must be accurate, complete and current and prepared in accordance with applicable grant requirements, where appropriate.
5. No payments will be solicited or received by an employee or relative of an employee from a vendor or sub grantee or prospective vendor or sub grantee.
6. Payments to agents, brokers or middlepersons may be made where required in the normal course of business to secure goods and services for ARC taking care that such payments are in line with prevailing practice. Agents' compensation must be reasonable in relation to the services performed and will not exceed the normal rate for transactions of a similar nature and size in the particular location.
7. All financial transactions will be accounted for accurately and properly. No undisclosed or unrecorded funds or assets will be established or maintained for any purpose.
8. Payments/cash transactions will be made only into and from Alight Headquarters-approved bank accounts.

PROCUREMENT CODES OF CONDUCT

Alight seeks to avoid potential problems when dealing with procurement situations. For the purpose of this policy, the phrase, “person,” includes individuals, groups organizations, associations, and any form of business entity, whether or not registered or authorized, and any combination of any of the foregoing or any representative, whether actual or apparent, of any of the foregoing.

Prohibited Conduct:

1. Gifts. No person may solicit, offer or accept any gift or thing of value from any other person where there is an actual or potential business relation between such Parties.

- The following exception applies: A small token gift that is inexpensive or can be shared with all staff (such as food, flowers, etc.), or an offer to provide recognition or thank you.
2. All persons and their staff who provided or made possible the benefit bestowed. The recipient of such an exception must inform the Country Director in writing within 10 days after receipt.
 3. Influence. No person may solicit, offer or accept any offer to exert economic, political or personal pressure of influence on another person for the benefit of any person, in return for a preference, favorable decision, or other advantage in an existing or proposed transaction.
 4. Bid-Rigging. With regard to any bid, request, proposal, or offer of assistance, no person shall agree with another person, who is, or except for such agreement would be, a competitor of such person to eliminate, limit or dilute competition or improperly influence or try to improperly influence, the making of an award, grant, contract or undertaking of any humanitarian organization.
 5. Grant Rotating. No person shall engage in any agreement or collusive scheme to rotate or distribute among selected or predetermined persons the award of grants, contracts, or offers of assistance in contravention of the established policies of any donor humanitarian organization.
 6. Kickbacks. No person shall provide or attempt to provide, solicit, accept or attempt to accept any kickback.

Procurement Conflicts of Interest

1. Insider Relations. It is a conflict of interest and a violation of this code for any person, soliciting or being considered for a grant, award, contract or offer of assistance, to solicit or enter into any grant, award, contract or offer of assistance to a business member, family member or a person with whom the person has a close economic relation, working for, in any capacity, the entity making the grant, award, contract or offer of assistance.
2. Enforcement
3. Consents
Contractors dealing with employees of Alight in a bidding process will be required to sign a consent statement that they will abide by this Code of Conduct in all dealings with member agencies for all purchases.
4. Compliance List
The Country Director shall maintain a list of all contractors, dealing with employees of his/her country program in bidding processes, who have agreed to Alight Proprietary Information to comply with this Code of Conduct and are in compliance with this Code, which will be on file in the country program office.
5. Violations
Violations will be reported directly to the Alight Country Director in writing with a copy to the Logistics and Operations Coordinator. Any offer received from a potential supplier that is in violation of Alight policies must be rejected.

Acknowledgement

I ----- acknowledge that I have read and understood the Alight Code of Conduct and its Procurement Code of Conduct.

Company Name: _____

Signature _____

Date: _____

SUPPLIER CODE OF CONDUCT

Alight endorses the [UN Global Supplier Code of Conduct](#) and has adopted the 10 principles of the [Inter-Agency Procurement Group \(IAPG\) code of conduct](#), both provided herein.

Suppliers and manufacturers to Non-Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the IAPG support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

Human Rights

[Principle 1](#): Businesses should support and respect the protection of internationally proclaimed human rights; and

[Principle 2](#): make sure that they are not complicit in human rights abuses.

Labour

[Principle 3](#): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

[Principle 4](#): the elimination of all forms of forced and compulsory labour;

[Principle 5](#): the effective abolition of child labour; and

[Principle 6](#): the elimination of discrimination in respect of employment and occupation.

Environment

[Principle 7](#): Businesses should support a precautionary approach to environmental challenges;

[Principle 8](#): undertake initiatives to promote greater environmental responsibility; and

[Principle 9](#): encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption

[Principle 10](#): Businesses should work against corruption in all its forms, including extortion and bribery.

For more information on the UN Global Compact and to sign up, please visit

<https://unglobalcompact.org/participation>

Disclaimer

Individual suppliers entering into procurement and contracting processes with IAPG members will have to agree to organization-specific terms and conditions, which supersede this code of conduct.

Supplier's Confirmation

I do hereby confirm that I have read, understood, and agreed to the following Terms and Conditions, and the Policies as outlined in the Tender Document.

Policy	Supplier's Confirmation & Signature
1. Terms and Conditions of Purchase Order	
2. Alight's Conflict of Interest Policy	
3. Child Safeguarding and Protection Policy	
4. Alight's Code of Conduct and Procurement Code of Conduct	
5. The Supplier Code of Conduct	