

## 1- COVER LETTER - ENGLISH

### YARDIM UZMANLARI YARDIMLAŞMA VE KALKINMA DERNEĞİ (UDER)

13 December 2021

Dear Sir / Madam,

YARDIM UZMANLARI YARDIMLAŞMA VE KALKINMA DERNEĞİ (UDER) invites you to submit a technical and financial bid in order to provide **medical equipment, supplies and medicines** to its warehouse in Syria – Idlib in accordance with the conditions detailed in the attached documents. This is a one-time procurement process.

The Invitation to Tender (IT) details are as follows:

**Eligible bidders:** Bidders registered in Turkey and/or Syria  
**Subject of tender:** Medical equipment, supplies and medicines to be delivered in Syria – Idlib  
**IT Closure date and time:** 03 January 2022, 14:00 hour  
**Minimum validity period:** 30 days  
**Type of award:** Full or partial bids are accepted, UDER has the right to only award part of the requested amounts to one or more bidders to meet its requirements

This IT package contains the following documents, please make sure to review all the annexes and to fill the required information including the Excel form Annex F:

- This Cover Letter
- Annex A Bid Form – Invitation to Tender No. **IT UDER-TUR-2021-001**
- Annex B Tender and Contract Award Acknowledge Certificate
- Annex C Terms and Conditions of Tendering
- Annex D General Terms of Contract (which will be signed by the successful Bidder)
- Annex E UDER Policies
- Annex F BoQ of required items

The following documents must be submitted in a hard copy in a sealed envelope for your Bid to be accepted by the Tender Opening Committee:

1. The attached Bid Form (Annex A) must be completed and submitted in accordance with Annex C. The Delivery Period and Country of Origin must also be shown on the Bid Form.
2. The attached Tender and Contract Award Acknowledgement Certificate (Annex B) must be completed and be duly signed by an authorized company representative and submitted in accordance with Annex C.
3. Copies of official company/organization registration documents and essential certificates for storing and selling drugs in and outside Turkey.

Full package of bid documents must be submitted in a sealed envelope; the only information on the envelope should be the following:

**YARDIM UZMANLARI YARDIMLAŞMA VE KALKINMA DERNEĞİ**  
**IT UDER-TUR-2021-001**  
**ADDRESS: İNCİLİPİNAR MAH. 36017 NOLU SK. C BLOK KEPKEPZADE İŞ MERKEZİ 6/23,**  
**ŞEHİTKAMİL-GAZİANTEP**

All suppliers need to submit their questions to UDER before 17:00, 22 December 2021. Any other questions received after this date will not be answered.

**Full bid submissions must be received at the address above no later than 14:00, 03 January 2022 local time.** Failure to meet the closing date/time may result in the tender being void. Returned bids must remain valid for consideration for a period of not less than 30 days from the closing date.

All clarifications and questions should be addressed to: [tenders@reliefexperts.org](mailto:tenders@reliefexperts.org)

Yours faithfully,

*Tender Committee*  
*UDER*

## 2- ÖN YAZI- TÜRKÇE

### YARDIM UZMANLARI YARDIMLAŞMA VE KALKINMA DERNEĞİ (UDER)

13/12/2021

YARDIM UZMANLARI YARDIMLAŞMA VE KALKINMA DERNEĞİ (UDER), sizler ekli belgelerde belirtilen kriterlere istinaden Suriye'deki deposuna **tıbbi cihaz, malzeme ve ilaç** alımı için teknik ve mali ihaleye katılmanıza davet etmektedir. Bu bir kerelik satın alma sürecidir.

İhale detayları aşağıdaki gibidir:

**İhaleye katılabilecek tedarikçiler: Türkiye'de ve/veya Suriye'de kayıtlı firmalar**

**İhale konusu: Suriye, İdlib'de teslim edilecek tıbbi cihaz, malzeme ve ilaç**

**İhaleye son başvuru tarihi ve saati: 03 Ocak 2022, saat: 14:00**

**Teklif geçerlilik süresi: 30 Gün**

**İhaleyi alma koşulu: Son teslim tarihinde ürünleri kısmi veya tamamını temin edebilen firmalar, UDER son teslim tarihini karşılayabilen bir veya birden fazla firmaya ihaleyi verebilir.**

Talep edilen dokümanlar aşağıdaki gibidir:

- Ön Yazı
- EK A Teklif Formu – Teklif Taleb No. **IT UDER-TUR-2021-001**
- EK B İhale ve Sözleşme Koşulları Kabul Belgesi
- EK C İhale Kuralları
- EK D Genel Sözleşme Kuralları (İhaleyi kazanan firmayla imzalanacaktır)
- EK E UDER Politikası
- EK F (Annex F) Gerekli ürünler BoQ

Teklifinizin İhale Açılış Komitesi tarafından kabul edilebilmesi için aşağıdaki belirtilen belgelerin kapalı bir zarf içinde ibraz edilmesi gerekmektedir:

1. Ekteki Teklif Formu (Ek A), Ek C'ye uygun olarak doldurulmalı ve teslim edilmelidir. Teslim Süresi ve Menşei Ülkesi Teklif Formunda da gösterilmelidir.
3. İhale katılım sözleşmesi (Ek B), yetkili bir şirket temsilcisi tarafından doldurulmalı ve usulüne uygun olarak imzalanmalı ve Ek C ye istinaden sunulmalıdır.
4. Resmi şirket / kuruluş kayıt belgeleri, izin belgeleri ve vergi levhası zarfın içinde bulunmalıdır.

Teklifte bulunması gereken belgelerin tamamı kapalı bir zarf içerisinde sunulmalıdır; zarfın üzerinde sadece aşağıdaki bilgiler bulunmalıdır:

**YARDIM UZMANLARI YARDIMLAŞMA VE KALKINMA DERNEĞİ**

**IT UDER-TUR-2021-001**

**ADDRESS: İNCİLİPİNAR MAH. 36017 NOLU SK. C BLOK KEPKEPZADE İŞ MERKEZİ 6/23,  
ŞEHİTKAMİL-GAZİANTEP**

Tüm tedarikçilerin sormak istedikleri sorularını saat 17:00, 22 Aralık'tan önce UDER'e göndermeleri gerekmektedir. Bu tarihten sonraki sorulara cevap verilmeyecektir.

Mali teklif en geç **03 Ocak 2022** günü yerel saatle **14:00'a** kadar teslim edilmelidir. Bu tarihten sonra teslim edilen teklifler geçersiz sayılacaktır. Teklifiniz, ihale tarihinden itibaren 30 gün süreyle geçerli olacak şekilde hazırlanmalıdır.

**Tüm soru ve detayları** [tenders@reliefexperts.org](mailto:tenders@reliefexperts.org) email adresinden öğrenebilirsiniz.

Saygılarımızla.

***İhale Komitesi***

**UDER**

### 3- PROVISIONAL TIMETABLE

<b>Activity</b>	<b>Date</b>
Issue Tender Notice and Invitation to Tender	13 December 2021
Bid clarifications as required	22 December 2021
Answers to bidder clarifications	24 December 2021
Return of tenders (Closing Date)	03 January 2021
Tender Review Committee meeting	04 January 2022
Visits to bidder facilities	To be confirmed as needed
Award Contract	10 January 2022
Delivery of goods to final destination	10 February 2022

### AWARD CRITERIA

#### a) ESSENTIAL CRITERIA

Award of the contract will be evaluated and scored based on the following criteria:

- Legal registration to work in country of operation (proven registration and Tax ID).
- Prices demonstrate an economically advantageous position for UDER.
- Product quality, expiration date, origin and certification if available.
- Supply chain capacity, particularly in terms of stock levels and lead times.
- Satisfactory client references.
- Bidder's capacity in obtaining approvals to ship/export **medical equipment and supplies** to Syria proven through previous performance and obtained exportation permissions.

#### b) PREFERRABLE CRITERIA

The following criteria are considered quite important in the evaluation of this tender:

- Bidder's responsiveness in emergency situations
- Bidder's ability and proven history of shipping similar items to Syria, Idleb

**ANNEX A**

**BID FORM – Invitation to Tender No: IT UDER-TUR-2021-001**

**\*This attachment must be signed and submitted with the bid (you can use the attached excel file – Annex F).**

<i>UDER to complete</i>				<i>Bidder to complete</i>			
#	Description of Good / Service for bid	Requested specifications	Quantity required	Offered specification (if different from required)	Quantity offered	Unit price	Total Price
1	Medical equipment, supplies, and medicines	As in Annex F – BOQ of required items UDER-TUR-2021-001	As in BOQ of required items UDER-TUR-2021-001				
<b>Instruction: Please fill in or provide a summary response in the white section of the above table and a detailed response in Annex F. You may provide an additional detailed technical and financial Bid on your own company templates or letter heads. Samples of the offered items might be requested during the evaluation.</b>				<b>Please confirm you have submitted a full and detailed complete response to each of the above requested specifications as provided in this announcement for bid, and that you provided a technical bid explaining the exact design and specifications of the requested items.</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			

Required Delivery Date: 10 February 2021

Offered Delivery Date: \_\_\_\_\_

Required Delivery Destination: Syria, Idleb, Sarmada city

Offered Delivery Destination: \_\_\_\_\_

Preferred Country of Origin: Turkey, EU countries

Country of Origin of offered Items: \_\_\_\_\_

This Bid must be valid for: 30 days

Currency of Bid: Euro

Do the above come with special warranties/guarantees?

Yes  No

Prices can be fixed for a period of 30 days or more?

Yes  No

**Additional Questions / Considerations for Bidder Response**

Can you provide certificate that proves the quality/specifications? Yes  No

Can you provide certificates of origin for all items? Yes  No

Can you guarantee all items on the financial offer will have an 18-24 month shelf life? Yes  No

Can you guarantee all items on the financial offer will be available within 30 days of order? If not, please note the agreement will include a penalty for any delay in delivering items/quantities contracted to the agreed destination on time. Yes  No

Does your company have a catalogue? Yes  No

Does your company have written protocol or operating procedures? Yes  No

Does your company understand WHO Good Manufacturing and Storage Practices? Yes  No

Can you guarantee that all items on the financial offer are authorized for medical use in Turkey by Turkish Ministry of Health? If not please explain which countries these items are officially authorized for medical use within Yes  No  Details:

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**Please provide the location(s) of your warehouses:**

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**List all professional licenses and certificates your company holds:**

*Please attach copies of these with your submission.*

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**BUSINESS INFORMATION**

Company Name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Registration Number: \_\_\_\_\_

TAX ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

\_\_\_\_\_

Fax No: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

A duly authorized company representative:

WWW Address: \_\_\_\_\_

Signed: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Describe Payment Terms & Conditions: \_\_\_\_\_



**BUSINESS REFERENCES (3 minimum)**

Name of Organization	Contact Person	Email / Telephone	Comment

***Company Name***

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***Place***

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***Date***

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***Title/Position***

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***Print Name***

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***Signature***

A duly authorized company representative

Company Stamp

## **ANNEX B**

### **Tender and Contract Award Acknowledge Certificate**

**\*This attachment must be signed and submitted with the Bid**

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex C), General Terms of Contract (Annex D), we the undersigned, offer to provide some or all of the items or services quoted for, at the prices entered in the attached Bid Form, delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the Terms and Conditions for Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:
  - a. That the freight cost if separate from the Unit price shall be shown separately, which shall be the basis for delivery for any contract resulting from this IT.
  - b. We confirm that for any offer made where the delivery destination is not as requested in the IT, that UDER reserves the right to disregard the offer.
  - c. That conditional Bids cannot be accepted.
  - d. That the currency of the Bid should be preferably as in Annex A.
  - e. Show any discount being offered to UDER (Annex C).
  - f. UDER reserves the right, at its own discretion:
    - To award a contract for a lesser or greater quantity than the total quantity Bid for.
    - To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Annex C).
  - g. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract.
  - h. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.
  - i. We confirm that the validity of this offer is for the calendar days reflected in Annex A and are from the date of the IT closure.
  - j. We agree to the terms and conditions set forth in the UDER General Terms of Contract (Annex D)
  - k. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
    - l. We agree to abide by the UDER Child Protection Policy and Code of Conduct.
3. We further certify that the below signed company:
  - a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
  - c. Has not been guilty of grave professional misconduct proven by any means;
  - d. Has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or those of the country where the contract is to be performed;
  - e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
  - f. Has not, following another procurement procedure or grant award procedure, been declared to be in serious breach of contract for failure to comply with our contractual obligations.
4. We are submitting this Bid in our own right. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are

bound to remain in the joint venture/consortium for the entire period of the contract's performance.

5. We are not in any of the situations excluding us from participating in contracts that are listed in the Terms and Conditions for Bid (Annex C). In the event that our Bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 5 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

6. We will inform UDER immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Donor.

7. We note that UDER is not bound to proceed with this IT and that it reserves the right to award only part of the contract. It will incur no liability towards UDER should it do so.

We agree to the above terms and conditions.

**Submitted by:**

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***Company Name***

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***Place***

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***Date***

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***Title/Position***

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***Print Name***

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***Signature***

A duly authorized company representative

Company Stamp

## **ANNEX C**

### **Terms and Conditions of Tendering**

**\*This attachment must be submitted with the bid**

#### **1. Submission of Bids**

##### Bid Form

Bids must be submitted in a hard copy of the attached Bid Form (Annex A), in a sealed envelope, addressed and delivered to the address in the cover page. Bids must be received before the indicated time and date as set forth in the cover page.

Bids submitted by email, fax, mail or courier are at the Bidders risk and UDER takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by UDER in accordance with the IT requirements, prior to the specified date and time above. UDER will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.

#### **2. Submission of Samples**

If you are requested to submit samples of the items offered, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number which is used on the UDER Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the IT number and the Bidder's name etc.

#### **3. Completion of Bid Form**

##### Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts.

Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods.

##### Currency

The currency of the Bid should preferably be **as in Annex A.**

##### Language

The Bid Form, all correspondence and documents related to the IT exchanged by the Bidder and UDER must be in **English.**

##### Packaging

Packaging shall be of international shipping standard, strong quality, and suitable for shipment.

##### Origin, Quantities, Bids

The **country of origin** of the items bided for must be clearly stated. As far as possible Bids should be for the full UDER quantity required.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those items not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

##### Presentation

Bids should be typewritten; if hand written they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.

##### Lots

If the IT is divided into Lots then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

If the items have not been divided into Lots then Bids must be for the entirety of the quantities indicated.

##### Split Awards

UDER reserves the right to split awards.

#### **4. Correspondence**

All communications from Bidders to UDER relating to the tender must be in writing and addressed to the email identified in the Cover Letter. Any request for information should be received before the Closing Date as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by UDER to all Bidders to ensure fairness in the process.

#### **5. Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

#### **6. Validity Period**

Bids shall be valid for at least the minimum number of days specified in the IT from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. UDER reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

#### **7. Acceptance**

UDER reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the IT Closure.

#### **8. Award of Contracts**

This IT does not commit UDER to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by UDER. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of UDER and the successful Bidder.

UDER may award contracts for part quantities or individual items. UDER will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. UDER reserves the right to cancel any IT, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITs.

#### **9. Confidentiality**

This IT or any part hereof, and all copies hereof must be returned to UDER upon request. It is understood that this IT is confidential and proprietary to UDER, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of UDER, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the IT, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this IT.

#### **10. Collusive Bidding and Anti-competitive Conduct**

Bidders and their employees, officers, advisers, agent or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- » The preparation of submission of Bids,
  - » The clarification of Bids,
  - » The conduct and content of negotiations,
  - » Including final contract negotiations,
- in respect of this IT or procurement process, or any other procurement process being conducted by UDER in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with,

any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to UDER, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

#### **11. Improper Assistance**

Bids that, in the sole opinion of UDER, have been compiled:

- » With the assistance of current or former employees of UDER, or current or former contractors of UDER in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
  - » With the utilization of confidential and/or internal UDER information not made available to the public or to the other Bidders,
  - » In breach of an obligation of confidentially to UDER, or
  - » Contrary to these terms and conditions for submission of a Bid,
- shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from UDER, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this IT was an official, agent, servant, or employee of, or otherwise engaged by, UDER and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this IT relates.

#### **12. Corrupt Practices**

All UDER Bidders and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

#### **13. Conflict of Interest**

A Bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a

position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of UDER and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any UDER contract a conflict of interest arises, or appears likely to arise, the Bidder must notify UDER immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of UDER, or cases in which any UDER official, employee or person under contract with UDER may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as UDER may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of UDER.

#### **14. Withdrawal/Modification of Bids**

Requests to withdraw a Bid shall not be honored. If the selected Bidder withdraws its Bid, UDER shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, UDER shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the UDER suppliers List.

A Bidder may modify its Bid prior to the IT closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the IT closure.

#### **15. Late Bids**

All Bids received after the IT closure will be rejected except if the delay is determined by UDER to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

#### **16. Opening of the IT**

The IT will be opened by the UDER Tender Opening Committee. This may or may not be deemed an open session with invitations to bidders.

At the tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as UDER may consider appropriate will be announced.

After the opening of the IT, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence UDER in its decision concerning the award of the contract will result in the immediate rejection of the tender

#### **17. Evaluation of Bids**

##### Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the IT. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the IT without substantially departing from or attaching restrictions with them. If a Bid does not comply with the IT, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

##### Technical Evaluation

The Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. It will also provide a 10% additional technical score for meeting the preferred technical specifications. The technical evaluation will be based on the information and documents annexed in the Bid concerning both the task to be carried out under the IT, and the professional ability of the Bidder.

##### Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will

award a contract on the basis of criteria such as best value for money, price, quality, and compliance with international norms, delay for delivery and other criteria, as defined in the IT. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

#### **18. General Conditions of Contract**

All Bidders must acknowledge that the UDER General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.

#### **19. Cancellation of the IT**

In the event of IT cancellation, Bidders will be notified by UDER. If the IT is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The IT may be cancelled in the following situations:

- » where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- » the economic or technical parameters of the project have been fundamentally altered;
- » exceptional circumstances or force majeure render normal performance of the project impossible;
- » all technically compliant Bids exceed the financial resources available;
- » there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will UDER be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an IT, even if UDER has been advised of the possibility of damages. The publication of a procurement notice does not commit UDER to implement the programme or project announced.

## **ANNEX D**

### **GENERAL TERMS OF CONTRACT**

1. **Insurance Coverage.** UDER assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.
2. **Audit.** Contractor agrees to establish and maintain reasonable accounting measures that would enable UDER to readily identify Contractor's assets, expenses, costs of goods, and use of funds. UDER shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of UDER
3. **Relationship of the Partners:** The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.
4. **Ownership of Work Product:** Ownership of all UDER concepts, ideas, procedures and technologies that UDER has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of UDER. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by UDER as part of Contractor's job will remain completely as the exclusive property of UDER.
5. **Supplies, Equipment, Materials and Procurement.** All non-expendable equipment furnished or financed by UDER shall remain the property of UDER and shall be returned by Contractor to UDER within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item which has a purchase price of US \$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.
6. **Delivery:** Contractor shall deliver the goods in accordance with the conditions of the Agreement. The goods shall be at the risk of the Contractor until their provisional acceptance. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the Agreement, the invoice(s) and all such documentation.
7. **Confidentiality and Non-disclosure:** Contractor agrees to keep confidential and not to disclose, without the prior written approval of UDER's legal representative, any information or data confidential to UDER.
8. **Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any U.S. Government department or agency.
9. **Special Indemnification.** Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless UDER, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.
10. **General Indemnification:** Each party shall indemnify and save harmless the other party from and against any loss, expense, including



attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.

11. **Force Majeure**: Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).
12. **Governing Law**: The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to Turkey with regard to all purposes related to this Contract.
13. **Severability**: Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.
14. **Termination**: Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one-week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within 5 calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.
15. **Notwithstanding** any other provision in this Agreement, Contractor understands and agrees that UDER has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure and indemnification.
16. **Compliance with Laws**: In the course of performance hereunder, the parties shall comply with all applicable local, and international laws and regulations. Contractor is reminded that U.S. executive order and U.S. law (including, without limitation, the USA Patriot Act) and Turkish laws prohibit transactions associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with such executive order and law.
17. **Arbitration**: If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to the Turkey specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.
18. **Amendments**: The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.
19. **Assignment/Sub-contracting**: Contractor shall not assign this Contract, in whole or in part, without the prior written consent of UDER. With UDER's written consent. Contractor may subcontract some or all of the services required under this Contract for Services.
20. **Terrorist Financing**. It is the responsibility of Contractor to ensure that no resources and support under this contract for services are provided to individuals, organizations or private companies associated with terrorism and terrorist activities.

21. **Authority & Binding Effect:** By his or her signature below, each signatory hereto represents and warrants that he or she is duly authorized to enter into this Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, this Contract shall be a binding obligation of each party. This Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

22. **Requests for Full or Partial Award Reimbursement.** In the event either a full or partial reimbursement of award is required for non-performance or any other reason, please note that there are only three UDER Officers authorized to request the reimbursement of funds on the organization's behalf. These are UDER's CEO, UDER's Financial Officer, and UDER's Logistics Officer.

23. **Mandatory Principles** a). For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labor standards as defined in the relevant International Labor Organization (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and compulsory labor; Abolition of child labor). b.)

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. c.) UDER reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with UDER. d.) UDER reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, UDER may refrain from concluding the Contract.

24. **Complete Contract:** This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

25. **Inconsistency between the English Version and Translations:** In the event of inconsistency between any terms of this Contract for Services and any translation into another language, the English language meaning shall control.

## ANNEX E

### UDER POLICIES

**\*This attachment must be signed and submitted with the Bid**

The following policies apply to all of UDER staff, partners, services providers and vendors. All of the aforementioned must declare their commitment to these policies before entering a business relationship with UDER.

I.	POLICY TITLE	1. CODE OF CONDUCT POLICY سياسة مدونة السلوك	
Origination date:	15 August 2018	Approved by:	CEO
Effective date:	16 August 2018	Responsible Department:	HR Department
Reviewed on	12 January 2021		

#### Purpose

To maintain an orderly and respectful work environment, it's important that professional and appropriate standards of conduct be observed at all times. While there are many positive behaviors that are encouraged and expected, (e.g., respectfulness, kindness, courteousness), this policy focuses on the behaviors that should be avoided.

#### الهدف:

للحفاظ على بيئة عمل منظمة ومحترمة، يجب مراعاة معايير السلوك المهني والملائم في جميع الأوقات. في حين أن هناك العديد من السلوكيات الإيجابية التي يتم تشجيعها والمتوقع العمل بها، (على سبيل المثال، الاحترام، اللطف والتهديب) تركز هذه السياسة على السلوكيات التي ينبغي تجنبها.

#### Policy

Relief Experts Association staff members are expected to conduct themselves in a professional manner, exhibiting consideration for the rights, welfare, and safety of others. Staff members shall also conduct themselves and UDER business in compliance with all applicable laws and regulations of the relevant governing body. Failure to observe these standards may result in any of the following actions: verbal or written warning, suspension with or without pay, demotion, discharge, or any other action determined to be appropriate.

#### السياسة:

من المتوقع من موظفي منظمة خبراء الإغاثة التصرف بطريقة مهنية مع مراعاة حقوق وسلامة الآخرين. يجب على سلوك الموظفين أنفسهم ونشاطات منظمة خبراء الإغاثة أن تكون ملتزمة بجميع القوانين واللوائح المعمول بها في الجهات الحكومية ذات الصلة. قد يؤدي عدم الالتزام بهذه المعايير إلى اتخاذ أي من الإجراءات التالية:

التحذير الشفهي أو الكتابي أو توقيف الدوام مع أو بدون راتب أو خفض الرتبة أو الطرد أو أي إجراء آخر يتم تحديده بأنه مناسب.

#### Prohibited Conduct:

The following are examples of conduct that violate standards of conduct for staff members. These are examples only and should not be viewed as a complete list of conduct violations subject to disciplinary action.

#### السلوك المحظور:

فيما يلي أمثلة للسلوك الذي ينتهك معايير السلوك للموظفين. هذه أمثلة فقط، وينبغي ألا ينظر إليها على أنها قائمة كاملة من انتهاكات السلوك التي تخضع لإجراءات تأديبية

#### Professionalism

- Violation of any of UDER's policies or written practices;

#### الاحترافية



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- b) Off duty conduct which in the organization's view interferes with performance or negatively reflects on the reputation of the organization;

#### Insubordination;

- c) Excessive tardiness or absences;  
d) Sabotaging another's work;  
e) Inappropriate or sexually provocative behavior;  
f) Disregard of UDER's social media standards;

#### Conflicts of Interest

- a) Engaging in situations where financial or other personal interest are in conflict with the interests of UDER.  
b) Engaging in business, commercial or investment activity that may conflict with ability to perform their duties for UDER.  
c) Giving or accepting gifts, entertainment, or any personal benefit or privilege that would in any way influence or appear to influence any business decision. (As a general principle, gifts of minor estimated value, such as pens, hats, are permissible as they are not considered significant enough to influence a business decision.)

#### Fraudulent Behavior

- a) Dishonesty;  
b) Unauthorized use, removal or destruction of UDER property or the property of other employees;  
c) Falsification of UDER's records;  
d) Submitting false expense reports  
e) Forging or altering checks  
f) Making an entry on UDER records or financial statements that is not accurate and in accordance with proper accounting standards

#### Drugs and Alcohol

- a) Reporting for work or working while intoxicated, or under the influence of illegal drugs or intoxicants or otherwise unfit for duty;

(a) انتهاك أي من سياسات منظمة خبراء الإغاثة أو أي من الممارسات المكتوبة ؛

(b) سلوك خارج العمل يتعارض من وجهة نظر المنظمة مع الأداء أو ينعكس سلباً على سمعة المنظمة ؛

#### التمرد أو العصيان

- (c) التأخر المفرط أو الغياب.  
(d) تخريب عمل شخص آخر ؛  
(e) سلوك غير لائق أو استفزاز جنسي ؛  
(f) تجاهل معايير استخدام وسائل الإعلام الاجتماعية لدى منظمة خبراء الإغاثة؛

#### تضارب المصالح

- (a) المشاركة في المواقف التي تتعارض فيها المصالح المالية أو المصالح الشخصية الأخرى مع مصالح منظمة خبراء الإغاثة؛  
(b) المشاركة في الأعمال التجارية أو الأنشطة التجارية أو الاستثمارية التي قد تتعارض مع القدرة على أداء واجباتهم في منظمة خبراء الإغاثة؛  
(c) إعطاء أو قبول الهدايا أو الترفيه أو أي منفعة أو امتياز شخصي من شأنه أن يؤثر أو يؤثر في أي شكل من الأشكال على أي قرار تجاري. (كمبدأ عام، فإن الهدايا ذات القيمة التقديرية الثانوية، مثل الأفلام، والقبعات، مسموح بها لأنها لا تعتبر كبيرة بما يكفي للتأثير على قرار العمل).

#### السلوك الاحتيالي

- (d) إساءة الأمانة؛  
(e) الاستخدام غير المصرح به أو إزالة أو تدمير ممتلكات المنظمة أو ممتلكات الموظفين الآخرين؛  
(f) تزوير سجلات منظمة خبراء الإغاثة؛  
(g) تقديم تقارير النفقات الزائفة؛  
(h) تزوير أو تغيير الشيكات؛  
(i) تسجيل ادخالات على سجلات منظمة خبراء الإغاثة أو البيانات المالية ويكون التسجيل غير دقيق وليس وفقاً لمعايير المحاسبة المناسبة؛

#### المخدرات والكحول

- (a) الإبلاغ عن العمل الذي يكون فيه الشخص مخموراً، أو تحت تأثير المخدرات أو المسكرات غير المشروعة أو أي شيء خلاف ذلك وغير مناسب للعمل؛



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- b) Possession, sale or use of intoxicants or illegal drugs on UDER premises, vehicles, or while on UDER business.

(b) حيازة أو بيع أو استخدام المسكرات أو العقاقير المخدرة غير المشروعة في مباني منظمة خبراء الإغاثة، أو المركبات، أو أثناء العمل في منظمة خبراء الإغاثة.

### Harassment

- a) Sexual harassment or harassment based upon a protected class;  
b) Threatening, intimidating, or abusive language or actions;  
c) Fighting or horseplay;  
d) Making malicious, false or harmful statements about others;  
e) Viewing obscene, rude or harassing material on UDER computers;

### المضايقة

- (a) إيماءات أو مضايقات ذات إيحاءات جنسية؛  
(b) لغة أو أعمال مهددة أو مخيفة أو مسيئة؛  
(c) القتال أو ضجيج؛  
(d) الإدلاء بتصريحات خبيثة أو كاذبة أو ضارة عن الآخرين؛  
(e) عرض مواد فاحشة أو فظة أو مضايقة على أجهزة كمبيوتر منظمة خبراء الإغاثة؛

### Safety

- a) Violation of safety rules or failure to follow safety procedures;  
b) Possession of dangerous or unauthorized materials, such as explosives, firearms, or any form of potential weapons in the workplace;

### السلامة

- (a) انتهاك قواعد السلامة أو عدم اتباع إجراءات السلامة؛  
(b) حيازة مواد خطيرة أو غير مرخص بها، مثل المتفجرات أو الأسلحة النارية أو أي شكل من أشكالها كالأسلحة المحتملة في مكان العمل.

### Confidentiality

- a) Unauthorized disclosure of confidential business information or personal staff information;  
b) An employee's overall performance record may be considered in determining any appropriate disciplinary action when these guidelines have been disregarded. Relief Experts Association will determine the facts and whether discipline is warranted, up to and including discharge.

### السرية

- (a) إفشاء غير مصرح به لمعلومات العمل السرية أو معلومات الموظفين الشخصية؛  
(b) يمكن النظر في سجل الأداء العام للموظف عند تحديد أي إجراء تأديبي مناسب عندما يتم تجاهل هذه المبادئ التوجيهية. منظمة خبراء الإغاثة ستحدد الحقائق وما إذا كانت هناك ما يبرر الإجراء التأديبي، بما في ذلك الطرد.

### Definitions

**Protected class:** A group of people protected by law from discrimination or harassment based on their membership in the group, e.g., race, color, national origin, religion, age, disability, sex, pregnancy.

### تعريفات

**فئة محمية:** مجموعة من الأشخاص يحميهم القانون من التمييز أو المضايقة على أساس انتمائهم إلى المجموعة، على سبيل المثال، العرق، اللون، الأصل القومي، الدين، السن، الإعاقة، الجنس، الحمل.

I read and understand this policy and I agree to comply with all terms in UDER's Code of Conduct policy.

قرأت وفهمت ما ورد في هذه السياسة وأوافق على الخضوع لمواد سياسة مدونة السلوك الخاصة في منظمة خبراء الإغاثة



**UDER**

Relief Experts Association

Signature: \_\_\_\_\_

\_\_\_\_\_ التوقيع:

Date: \_\_\_\_\_

\_\_\_\_\_ التاريخ

Name: \_\_\_\_\_

\_\_\_\_\_ الاسم

**End of Policy**

نهاية السياسة

<b>POLICY TITLE</b>	2. CHILD PROTECTION POLICY سياسة حماية الطفل		
<b>Origination date:</b>	15 August 2018	<b>Approved by:</b>	CEO
<b>Effective date:</b>	16 August 2018	<b>Responsible Department:</b>	HR Department
<b>Reviewed on</b>	12 January 2021		

## Background

Relief Experts Association UDER is committed to the protection and welfare of children that are served by our programs and other activities that we host. We oppose all forms of child abuse and are committed to upholding all host countries and international laws on child rights, welfare, and protection. We are committed to proactively educating our staff and partners about the requirements to protect children through implementation of thorough orientation programs and periodic reminders.

مقدمة:

تلتزم منظمة خبراء الإغاثة بحماية وإدارة شؤون الأطفال الذين يتم تقديم الخدمات لهم من خلال برنامجنا والنشاطات الأخرى التي نستضيفها.

نحن نعارض كافة أشكال الإساءة للأطفال ونتبنى جميع قوانين الدول المضيفة والقوانين الدولية المتعلقة بحقوق الطفل، شؤونه الاجتماعية وحمايته.

نحن ملتزمون بالمبادرة في التوعية المسبقة لطاقتهم والعمل والشركاء حول المتطلبات لحماية الأطفال وتنفيذها من خلال برامج التوجيه والتذكير الدوري.

## The purposes

The purposes of this policy are to:

- Ensure a safe and secure environment for children when they are in our care and/or on our premises, in compliance with legal and societal standards,
- Establish clear procedures for reporting and investigating cases of suspected child abuse, and
- Protect UDER employees from false allegations of child abuse or child exploitation.

## الأهداف:

هدف هذه السياسة هو:

- التأكيد على إيجاد بيئة آمنة ومحمية للأطفال خلال تواجدهم تحت رعايتنا و (أو) في مقراتنا، وفقاً للمعايير القانونية والاجتماعية.
- إنشاء إجراءات واضحة للتقارير والتحقيقات من أجل قضايا إساءة الطفل المشتبه فيها.
- حماية موظفي منظمة خبراء الإغاثة من الادعاءات الكاذبة المقدمة عن إساءة الطفل أو استغلالهم.

## 1 UDER's Commitment

- 1.1 UDER commits to treat children with respect, honor them for their intrinsic value, and care for them.
- 1.2 UDER believes that all children have a right to protection from abuse and exploitation irrespective of race, nationality, social background, age, gender, skin color, disability, or religious beliefs.
- 1.3 UDER believes that child abuse and exploitation are wrong and that keeping silent is also wrong if one knows or suspects a child is being or has been abused or exploited.

## 1 التزامات منظمة خبراء الإغاثة

- 1-1 تلتزم منظمة خبراء الإغاثة بمعاملة الأطفال باحترام وتكريم لقيمتهم الجوهرية ورعايتهم.
- 2-1 تؤمن منظمة خبراء الإغاثة بأن جميع الأطفال لهم الحق في الحماية من الإساءة والاستغلال بغض النظر عن العرق، الجنسية، الخلفية الاجتماعية، العمر، الجنس، لون البشرة، الإعاقة أو المعتقد الديني.
- 3-1 تؤمن منظمة خبراء الإغاثة بأن إساءة واستغلال الطفل خطأ والتكتم عن الموضوع أيضاً خطأ، في حال أن أحد الأشخاص يعلم أو يشك بأنه يوجد إساءة واستغلال حصلت أو تحصل.
- 4-1 تؤمن منظمة خبراء الإغاثة بأن الإجراءات الوقائية يجب أن تتخذ لحماية الأطفال من الإساءة والاستغلال التي قد تحصل من قبل موظفيها وشركائها، وكذلك من

1.4 UDER believes that preventive measures should be taken to protect children from abuse or exploitation by UDER employees and to protect UDER staff and our corporate integrity from false allegations

اجل حماية طاقم عمل المنظمة ونزاهتها من الادعاءات الكاذبة.

## 2 Definitions

**Child:** Anyone under eighteen (18) years of age.

**Physical Abuse:** Actual or likely to a child or failure to prevent physical injury, suffering or harm to a child. This may include, but is not limited to deliberately hitting, beating, shaking, or throwing a child.

**Neglect:** The persistent or severe neglect of a child, failure to protect a child from exposure to danger including cold or starvation, and the failure to carry out important aspects of care resulting in the impairment of the child's health or development.

**Mental/Emotional Abuse:** Actual or likely severe adverse effect on the emotional and behavioral development of a child caused by persistent or severe emotional mistreatment, rejection, or threat. Emotional abuse can include inappropriate use of spiritual authority

**Sexual Abuse:** Actual or likely enticement, inducement, persuasion, or coercion of any child to engage in or assist with any sexually suggestive or explicit conduct by those responsible for the child's care or control. Such abuse can be violent or non-violent and can involve physical contact and/or verbal comments or insinuations.

## 2 تعاريف:

**الطفل:** اي شخص تحت عمر 18 سنة.

**الاعتداء الجسدي:** الاصابة الجسدية الفعلية او الشبه فعلية، او الفشل في منع اصابة جسدية، معاناة او اي اذية للطفل. يشمل ذلك على سبيل المثال ضرب الطفل، هزه، او رميه عمدا.

**الاهمال:** الاهمال المستمر او الحاد للطفل، الفشل في حماية الطفل من الخطر وذلك يتضمن البرد والجوع، وعدم تنفيذ الجوانب المهمة من الرعاية مما يؤدي إلى إعاقة صحة الطفل أو نموه.

**اساءة عقلية/عاطفية:** التأثير السلبي الفعلي أو المحتمل على التطور العاطفي والسلوكي للطفل نتيجة سوء المعاملة العاطفية المستمرة أو الشديدة، يمكن أن يشمل الإساءة العاطفية الاستخدام غير الملائم للسلطة الدينية.

**الاعتداء الجنسي:** الإغراء الفعلي أو المحتمل، أو الإقناع، أو الإكراه لأي طفل للانخراط أو المساعدة في إجراء أي إحياءات جنسية أو سلوك جنسي صريح، من قبل المسؤولين عن رعاية الطفل أو المسيطرين عليه. يمكن أن تكون هذه الإساءة عنيفة أو غير عنيفة ويمكن أن تتضمن اتصالاً جسدياً و / أو تعليقات شفوية أو تلميحات.

## 3 Policy

### 3.1 Behavioral Protocols

- 3.1.1 UDER expects its staff, supplies and partners to treat all children hosted by UDER with respect and dignity.
- 3.1.2 UDER staff must never be alone with children, other than their own, in a private place or any place where other responsible adults cannot easily observe and overhear all interactions with the child(ren).
- 3.1.3 UDER staff must not discipline or attempt to discipline a child physically under any circumstances.
- 3.1.4 UDER staff shall never hit or otherwise physically assault a child, even if this is locally acceptable.

## 3 السياسة:

### 3.1 البروتوكولات السلوكية:

- 3.1.1 تتوقع منظمة خبراء الإغاثة من موظفيها والمزودين والشركاء التعامل مع جميع الأطفال الذين تستضيفونهم باحترام وكرامة.
- 3.1.2 يجب ألا يتواجد موظفو منظمة خبراء الإغاثة وحيدين مع أطفال، باستثناء أطفالهم، في مكان خاص أو في أي مكان لا يستطيع فيه الأشخاص المسؤولون الآخرون ملاحظة وسماع كل التفاعلات مع الطفل\الأطفال بسهولة.



- 3.1.5 UDER staff shall not act in ways that shame, humiliate, belittle or degrade a child, or otherwise perpetuate any form of abuse including participation in harmful traditional practices or spiritual ritualistic abuse.
- 3.1.6 UDER staff must not touch a child inappropriately. (A general guideline is not to touch children in areas that would normally be covered by shorts and t-shirt.)
- 3.1.7 UDER staff must not use offensive language, suggestions, or advice.
- 3.1.8 UDER staff must not expose a child to pornography or other sexually explicit or inappropriate images or media.
- 3.1.9 UDER staff must not share alcohol, tobacco or drug substances with a child or be intoxicated or consume alcohol or drugs before or during encounters with children.
- 3.1.10 UDER Staff must never sleep in the same room or bed with a child.
- 3.1.11 UDER staff must not enlist or engage a child in activities without parental or guardian consent or drive a child without parental or guardian consent and at least one other adult in the car.
- 3.1.12 UDER staff must never take, produce, or create images of a child that are humiliating, degrading, shameful, or otherwise offensive. Children should be adequately clothed and not in poses that could be perceived as sexually suggestive.
- 3.1.13 Children should never be left alone with unsupervised non-UDER staff who are visiting project areas.
- 3.1.14 UDER staff must comply fully with all state, federal and United Nations Reporting of Maltreatment of Minors.
- 3.1.15 UDER staff contacts and interactions with children in all program contexts will be randomly monitored.
- 3.1.16 Ignoring these protocols or their intent may result in immediate termination of employment assignments
- 3.1.3 يجب على موظفي منظمة خبراء الإغاثة عدم تأديب أو محاولة تأديب الطفل جسدياً تحت أي ظرف من الظروف.
- 3.1.4 يجب على موظفي منظمة خبراء الإغاثة عدم ضرب الطفل أو الاعتداء عليه جسدياً ، حتى لو كان ذلك مقبولاً محلياً.
- 3.1.5 لا يعمل موظفو منظمة خبراء الإغاثة بطرق من شأنها أن تخجل أو تهين أو تحط من قدر الطفل، أو توجه أي شكل من أشكال الإساءة بما في ذلك المشاركة في الممارسات التقليدية الضارة أو الإساءة الروحية الطقسية.
- 3.1.6 يجب على موظفي منظمة خبراء الإغاثة عدم لمس الطفل بشكل غير لائق. (المبدأ التوجيهي العام يتمثل في عدم لمس الأطفال في المناطق التي عادة ما يتم تغطيتها بالشورتات والقميص).
- 3.1.7 يجب على موظفي منظمة خبراء الإغاثة عدم استخدام لغة أو اقتراحات أو نصائح مسيئة.
- 3.1.8 يجب على الموظفين في منظمة خبراء الإغاثة عدم تعريض الطفل للمحتوى الإباحي أو غيره من الصور أو وسائل الإعلام الجنسية الصريحة أو الغير الملائمة.
- 3.1.9 يجب على موظفي منظمة خبراء الإغاثة عدم مشاركة الكحول أو التبغ أو المواد الدوائية مع الطفل أو أن تكون مخموراً أو تستهلك الكحول أو المخدرات قبل أو أثناء اللقاءات مع الأطفال.
- 3.1.10 يجب على العاملين في منظمة خبراء الإغاثة عدم النوم في نفس الغرفة أو السرير مع طفل.
- 3.1.11 يجب على موظفي منظمة خبراء الإغاثة عدم تجنيد أو إشراك طفل في أنشطة دون موافقة الوالدين أو الوصي، وعدم قيادة السيارة مع طفل دون موافقة الوالدين أو الوصي ويجب وجود شخص بالغ آخر على الأقل في السيارة.
- 3.1.12 يجب على موظفي منظمة خبراء الإغاثة عدم أخذ أو إنتاج أو إنشاء صور مهينة أو مخجلة أو مسيئة للطفل. ويجب أن يكون على الأطفال ملابس كافية أثناء اتخاذ الصور وألا يكون التصوير في أوضاع يمكن اعتبارها موحية جنسياً.
- 3.1.13 لا ينبغي أبداً ترك الأطفال بمفردهم دون مراقبة مع اشخاص لا ينتمون لطاقتهم موظفي منظمة خبراء الإغاثة عند القيام بزيارة لمناطق المشروع.
- 3.1.14 يجب أن يمثل موظفو منظمة خبراء الإغاثة بشكل كامل لجميع التقارير الحكومية وتقارير الأمم المتحدة حول إساءة معاملة القاصرين.
- 3.1.15 سيتم مراقبة موظفي ومنظمة خبراء الإغاثة خلال التواصل والتفاعل مع الأطفال في جميع سياقات البرنامج بشكل عشوائي.

3.1.16 قد يؤدي تجاهل هذه البروتوكولات أو أهدافها إلى الإنهاء الفوري للتوظيف.

### 3.2 Criminal Background Checks

### 3.2 التحقق من الخلفية الجنائية

3.2.1 All UDER staff who will work directly with children will be screened according to professional standards that include a criminal background check.

3.2.1 سيتم فحص موظفي منظمة خبراء الإغاثة الذين سيعملون مع الأطفال وفقاً للمعايير المهنية التي تشمل التحقق من خلفية جنائية.

3.2.2 The purpose of the background check is to confirm that there have been no previous convictions for abuse against children or other violent or questionable behavior that could raise concerns about the wellbeing of children in the applicant's care. Any adverse findings will be disclosed to the applicant.

3.2.2 الغرض من التحقق من الخلفية هو التأكيد على عدم وجود إدانات سابقة لسوء المعاملة ضد الأطفال أو أي سلوك آخر عنيف أو مشكوك فيه قد يثير مخاوف بشأن صحة الأطفال في رعاية مقدم الطلب. سيتم الكشف عن أي نتائج سلبية لمقدم الطلب.

3.2.3 UDER is committed to maintaining the highest level of confidentiality when it comes to background checks and related personal information. The established background check process shall strictly limit the people involved in reviewing background check results and ensure that staff files are inaccessible to other UDER's employees

3.2.3 تلتزم منظمة خبراء الإغاثة بالحفاظ على أعلى مستوى من السرية عندما يتعلق الأمر بفحص الخلفية والمعلومات الشخصية ذات الصلة على أنه سيحدد بدقة الأشخاص المعنيين في عملية التحقق من الخلفية وفي مراجعة نتائج فحص الخلفية والتأكد من عدم إمكانية وصول موظفين آخرين في المنظمة إلى ملفات الموظفين

### 3.3 Designated Staff Person

### 3.3 الموظف المعين (المكلف)

CEO and Human Resources department is the Designated Staff Person responsible for dealing with child protection issues or complaints within UDER.

المدير القطري وقسم الموارد البشرية هم الموظف المعين المسؤول عن التعامل مع قضايا أو شكاوى حماية الطفل داخل منظمة خبراء الإغاثة.

### 3.4 Reporting of Suspect Behavior

### 3.4 الإبلاغ عن السلوك المشتبه به

3.4.1 UDER staff agree to inform UDER's Designated Staff Person(s) immediately of any observations or information that cast doubt on a staff member's strict compliance with this policy.

3.4.1 يوافق موظفو منظمة خبراء الإغاثة على إبلاغ الموظف المعين في منظمة خبراء الإغاثة على الفور بأي ملاحظات أو معلومات قد تثير الشك من جانب فريق العمل والالتزام الصارم بهذه السياسة

3.4.2 Any such reports will be treated with discretion and urgency. UDER prohibits any kind of retaliation against an

3.4.2 سيتم التعامل مع أي تقارير من هذا القبيل بحكمة وسرعة. تمنع منظمة خبراء الإغاثة أي نوع من

employee who, in good faith, submits a complaint under this policy.

الانتقام ضد موظف أو منطوّع يقدم، بحسن نية، شكوى بموجب هذه السياسة

### 3.5 Response to Allegations

### 3.5 الاستجابة للادعاءات

- 3.5.1 When a report has been made that UDER staff person is suspected of inappropriate behavior with a child, UDER, under the direction of the Designated Staff Person(s), will act as set out in "Guidelines: Responding to Allegations of Child Abuse".
- 3.5.2 All reports of alleged abuse will be investigated thoroughly, including any such reports or accusations made by children. The investigation process will be directed and documented by the Director, Compliance, and a written report of findings will be completed within 30 days of the report. When a report is made, the employee will either be placed on suspension or reassigned work duties as necessary to ensure no further contact between the employee and children occurs until the investigation is finalized.
- 3.5.3 Both the alleged victim and the alleged perpetrator will be treated with respect and without prejudice from the start of the process to the end.
- 3.5.4 UDER will work in cooperation with child welfare and legal authorities during the course of an investigation as appropriate.
- 3.5.5 The allegation will be kept confidential with only those directly involved having access to this sensitive information. UDER staff who are found violating confidentiality of such allegations will receive a written warning and/or be subject to termination.
- 3.5.6 If an investigation leads to the conclusion that abuse has or may have occurred or UDER staff person is found to have committed abuse, through

- 3.5.1 عند تقديم تقرير يفيد بأن أحد موظفي منظمة خبراء الإغاثة يشتبه بسلوك غير لائق مع الطفل، فإن منظمة خبراء الإغاثة، تحت إشراف الموظف المعين (الموظفون المعينون)، سيعملون كما هو موضح في "الإرشادات: الرد على ادعاءات إساءة معاملة الأطفال
- 3.5.2 سيتم التحقيق بدقة في جميع التقارير عن الانتهاكات المزعومة، بما في ذلك أي تقارير أو اتهامات من صنع الأطفال وسيتم توجيه عملية التحقيق وتوثيقها من قبل مدير الامتثال، وسيتم الانتهاء من تقرير مكتوب من النتائج في غضون 30 يوما من تقديم تقرير الانتهاك. وعند تقديم تقرير الانتهاك، إما أن يوضع الموظف قيد التعليق أو يعاد تخصيص واجباته عند الضرورة لضمان عدم حدوث أي تواصل آخر بين الموظف والأطفال حتى يتم الانتهاء من التحقيق.
- 3.5.3 سيتم التعامل مع كل من الضحية المزعومة والجاني المزعوم باحترام ودون تحيز من بداية العملية حتى النهاية.
- 3.5.4 سيعمل منظمة خبراء الإغاثة بالتعاون مع مصلحة الطفل والسلطات القانونية أثناء إجراء التحقيق بشكل مناسب.
- 3.5.5 ستبقى الادعاءات سرية وتكون فقط مع الأشخاص المعنيين مباشرة الذين لديهم إمكانية الوصول إلى هذه المعلومات الحساسة. سيتلقى موظفو منظمة خبراء الإغاثة الذين ينتهكون سرية هذه الادعاءات تحذيرًا خطيًا و/أو يكونوا عرضة للفصل.
- 3.5.6 إذا أدى التحقيق إلى الاستنتاج بأن سوء المعاملة قد وقع أو قد يكون حدث، سيتم إعلام السلطات القانونية المناسبة إذا لم تكن قد شاركت بالفعل في التحقيق. و إذا تبين أن أحد موظفي منظمة خبراء الإغاثة قد

internal investigation, their employment will be terminated immediately.

- 3.5.7 A file will be made of all facts related to any report and subsequent investigation. The Designated Staff Person will securely file and retain all such documents consistent with state retention requirements.

ارتكبوا انتهاكات، من خلال تحقيق داخلي و / أو من خلال المحكمة، سيتم إنهاء عملهم على الفور.

- 3.5.7 سيتم عمل ملف مكون من جميع الحقائق المتعلقة بأي تقرير والتحقيق اللاحق. سيقوم الموظف المعين بإيداع جميع هذه المستندات والاحتفاظ بها بطريقة تتماشى مع متطلبات الاحتفاظ بالسجلات في الدولة.

### 3.6 Communication

### 3.6 التواصل (الاتصالات)

- 3.6.1 UDER will take special care to protect the identity and specific geographic location of children in all public relations and other materials. In cases where a specific child's name is used, UDER will obtain all appropriate parental or legal releases in advance.
- 3.6.2 If the police and/or media become involved in or aware of an alleged instance of abuse, UDER's Designated Staff Person will deal with the media and the police as set out in "Guidelines: Responding to Allegations of Child Abuse". In general, UDER staff will not be in contact with the police except as authorized by the Designated Staff Person(s), or the media except as authorized by the Designated Staff Person(s).
- 3.6.3 Disclosure of information about past or present abuse of children or any of the persons involved will be limited only to the people who need to know for purposes of the investigation and corrective action

3.6.1 تولي المنظمة اهتماماً خاصاً بحماية الهوية والموقع الجغرافي الخاص بالأطفال في جميع العلاقات العامة والمواد الأخرى. في الحالات التي يتم فيها استخدام اسم طفل محدد، سيحصل منظمة خبراء الإغاثة على جميع التصريحات الأبوية الإلزامية أو القانونية المناسبة مسبقاً.

3.6.2 في حالة تورط الشرطة و / أو وسائل الإعلام في إدراك حالة إساءة مزعومة، فإن الموظف المعين من منظمة خبراء الإغاثة سوف يتعامل مع وسائل الإعلام والشرطة كما هو موضح في "الإرشادات: الرد على مزاعم إساءة معاملة الأطفال". بشكل عام، لن يكون موظفو منظمة خبراء الإغاثة على اتصال بالشرطة باستثناء ما يسمح به الموظف المعين (الموظفون المعينون)، أو وسائل الإعلام باستثناء ما يأذن به الموظف المعين (الموظفون المعينون)

3.6.3 الإفصاح عن المعلومات حول الإساءة السابقة أو الحالية للأطفال أو أي من الأشخاص المعنيين بالإساءة سوف يقتصر فقط على الأشخاص الذين يحتاجون إلى معرفة هذه المعلومات لأغراض التحقيق والإجراءات التصحيحية.

### Orientation, Training, and General Awareness of Child Protection Policies

### التوجيه والتدريب والتنوعية العامة بسياسات حماية الطفل

Orientation and training in child abuse prevention and protection is a priority for UDER and all its operations and partners.

يعتبر التوجه والتدريب على الوقاية من إساءة معاملة الأطفال وحمايتهم أولوية بالنسبة إلى منظمة خبراء الإغاثة وجميع عملياتها سيتضمن التوجه العام منظمة خبراء الإغاثة قسمًا يشرح السياسات والممارسات بشأن حماية الطفل، لجميع الموظفين الجدد. وزع قسم الموارد البشرية نسخة حديثة من هذه السياسة على جميع الموظفين وستقوم بعمل تحديث ومراجعة لكافة الموظفين سنويًا.

UDER's general orientation for all newly employed staff will include a section explaining our policies and practices on child protection.

Human Resources distributed a current copy of this policy to all staff and refreshment on this policy will be held annually with all UDER's staff.



UDER  
Relief Experts Association

**By signing below, I declare that**

I will adhere strictly to the requirements and procedures as defined in the UDER's Child Protection Policy.

I have not been convicted of any offense involving physical, mental/emotional, or sexual abuse of children.

I understand that if a complaint is brought against me regarding the abuse of children while engaged in UDER's activities, it could lead to my immediate reassignment of duties and/or suspension of duties while the allegation is thoroughly investigated in cooperation with the appropriate authorities.

I understand that if an investigation indicates abuse of children has occurred, this would lead to immediate disciplinary actions, potentially including termination and engagement of law enforcement.

بالتوقيع أدناه، أعلن أنني:

لقد قرأت وفهمت سياسة منظمة خبراء الإغاثة لحماية الطفل سوف ألتزم بدقة بالمتطلبات والإجراءات كما هو محدد في سياسة منظمة خبراء الإغاثة المتعلقة بحماية الطفل

أنا لم أدان بأي جريمة تنطوي على الاعتداء الجسدي والعقلي / العاطفي أو الجنسي للأطفال

أعي أنه إذا تم رفع شكوى ضدي بخصوص إساءة معاملة الأطفال أثناء مشاركتهم في أنشطة منظمة خبراء الإغاثة، فقد يؤدي ذلك إلى تغيير مهامي فوراً و / أو تعليق المهام في الوقت الذي يتم فيه التحقيق بدقة في الادعاء بالتعاون مع السلطات المختصة.

أنا أفهم أنه إذا أشار التحقيق إلى حدوث الاعتداء على الأطفال، هذا من شأنه أن يؤدي إلى اتخاذ إجراءات تأديبية فورية، تتضمن الفصل وإعلام السلطات المختصة.

Signature: \_\_\_\_\_

التوقيع: \_\_\_\_\_

Date: \_\_\_\_\_

التاريخ \_\_\_\_\_

Name: \_\_\_\_\_

الاسم \_\_\_\_\_

**End of Policy**

نهاية السياسة

<b>POLICY TITLE</b>	3. ANTI-HARASSMENT POLICY		
	سياسة منع التحرش		
<b>Origination date:</b>	15 August 2018	<b>Approved by:</b>	CEO
<b>Effective date:</b>	16 August 2018	<b>Responsible Department:</b>	HR Department
<b>Reviewed on</b>	12 January 2021		

### Purpose

The purpose of this policy is to give precise clarity to the lack of tolerance that UDER has towards any form of harassment to staff or any other UDER's constituent or person/s we may interact with, under any circumstances. It also serves to explain ramifications and then consequences of such behavior.

### Policy

UDER will not tolerate harassment of employees or partners by anyone, including any supervisor, coworker, vendor, donor, contractor, applicant, volunteer, or other visitor of UDER.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, national origin, age, disability, or other legally protected group status. UDER will not tolerate harassing conduct that affects conditions of employment and interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. The conduct prohibited by this policy includes:

- epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status;
- written or graphic material circulated within or posted within the workplace that shows hostility toward a person or persons because of their protected status.

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

- submission to the conduct is an explicit or implicit term or condition of employment,

### الهدف (الغاية)

الغرض من هذه السياسة هو إعطاء وصف واضح ودقيق لعدم تسامح منظمة خبراء الإغاثة تجاه أي شكل من أشكال التعدي على الموظفين، المتطوعين، أو أي شخص آخر قد يكون جزءاً من فريق خبراء الإغاثة أو قد يتفاعل معه بطريقة ما، تحت أي ظرف. كما أنه يساعد على تفسير تداعيات ومن ثم عواقب مثل هذا السلوك.

### السياسة:

منظمة خبراء الإغاثة لن تقبل بأي نوع من التعدي على الموظفين أو المتطوعين من قبل أي شخص، بمن فيهم مشرف أو زميل أو بائع أو مانح أو متعاقد أو مقدم طلب أو متطوع أو أي زائر لمنظمة خبراء الإغاثة.

يتكون التعدي من سلوك غير مرغوب فيه سواء كان لفظياً، جسدياً، أو بصرياً بشكل يستند إلى الحالة المحمية للشخص، مثل الجنس أو اللون أو العرق أو النسب أو الأصل القومي أو السن أو الإعاقة أو أي حالة جماعية محمية قانونياً. إن منظمة خبراء الإغاثة لن تتسامح مع سلوك التعدي الذي يؤثر على ظروف العمل ويتدخل بشكل غير معقول في أداء عمل الفرد، أو يخلق بيئة عمل مخيفة أو عدائية أو هجومية.

ويشمل السلوك الذي تحظره هذه السياسة ما يلي:

- الصفات أو الألقاب، أو الإهانات، أو القوالب النمطية السلبية، أو أعمال التخويف التي تستند إلى الحالة المحمية للشخص؛
- المواد المكتوبة أو الرسومية التي يتم تعليقها أو نشرها في مكان العمل والتي تظهر العداء تجاه شخص أو أشخاص بسبب وضعهم المحمي.

تعتبر أي حركة جنسية غير مرحب بها، وطلبات الحصول على خدمات جنسية، وغير ذلك من السلوك الجسدي أو اللفظي أو البصري على أساس الجنس تحرشاً جنسياً في الحالات التالية:

- الخضوع إلى السلوك عبارة عن شرط صريح أو ضمني للعمل
- قرار الخضوع أو الرفض للسلوك سيتم استخدامه كأساس لقرار العمل، أو

(2) submission to or rejection of the conduct is used as the basis for an employment decision, or

(3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

All UDER's employees are responsible to help assure that harassment is avoided. If an employee feels that they have experienced or witnessed harassment, they are to notify immediately their supervisor, the Human Resources department, or any other member of UDER management. There will be no retaliation against anyone for making a complaint.

After a confidential investigation has been made, any employee or volunteer who is found to violate this policy will be subject to disciplinary action up to and including termination.

(3) أن يكون للسلوك هدف أو تأثير غير معقول للتدخل في أداء عمل الفرد أو خلق بيئة عمل مخيفة، عدائية، أو هجومية.

جميع موظفي خبراء الإغاثة مسؤولون عن المساعدة في ضمان تجنب التحرش. إذا شعر الموظف أنه قد تعرض للتعدي أو شهده، فعليه إعلام مشرفه على الفور، أو مدير الموارد البشرية، أو أي عضو آخر مشارك في إدارة منظمة خبراء الإغاثة. لن يكون هناك أي انتقام ضد أي شخص لتقديمه شكوى.

بعد إجراء تحقيق سري، يخضع أي موظف أو متطوع ينتهك هذه السياسة لإجراءات تأديبية قد تصل إلى الفصل.

Signature: \_\_\_\_\_

التوقيع: \_\_\_\_\_

Date: \_\_\_\_\_

التاريخ: \_\_\_\_\_

Name: \_\_\_\_\_

الاسم: \_\_\_\_\_

**End of Policy**

**نهاية السياسة**

<b>POLICY TITLE</b>	4. PSEA POLICY		
	سياسة الحماية من الاستغلال والانتهاك الجنسي		
<b>Origination date:</b>	15 August 2018	<b>Approved by:</b>	CEO
<b>Effective date:</b>	16 August 2018	<b>Responsible Department:</b>	HR Department
<b>Reviewed on</b>	12 January 2021		

### **Background**

Relief Experts Association will uphold both the Resolution adopted by the General Assembly 63/214 of the United Nations and the Inter-Agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse (SEA).

### **الخلفية**

تلتزم منظمة خبراء الاغاثة بحماية ورعاية الرجال والنساء والأطفال النازحين أو الذين تأثروا بأي صراع أو كوارث أخرى. تدعم المنظمة قرار الجمعية العامة للأمم المتحدة 63 \ 214 وفرقة عمل اللجنة الدائمة المشتركة بين الوكالات المعنية بالحماية من استغلال والانتهاك الجنسي.

### **Purpose:**

The purpose of this policy is to provide a safe environment free of sexual exploitation and abuse in all places where Relief Experts Association implements humanitarian programs.

### **الهدف**

يضمن هدف المنظمة في تأمين بيئة خالية من الاستغلال والانتهاك الجنسيين في كافة المناطق حيث تنفذ المنظمة برامج الإغاثة والتنمية.

### **Policy:**

Relief Experts Association personnel will adhere to the Protection of Sexual Exploitation and Abuse Code of Conduct, as described in the Code of Conduct Core Requirements and Standards, to create a safe environment free of abuse.

Relief Experts Association will integrate prevention of and response to sexual exploitation and abuse into operating procedures and programs. Resources will be made available to our partner organizations.

Relief Experts Association is committed to a culture where all people should be treated with respect, honored for their intrinsic value, and cared for.

Relief Experts Association staff are expected to support all efforts to eliminate any behavior, action or circumstances that undermine Relief Experts Association's commitment to this standard.

### **السياسات:**

يلتزم العاملون في منظمة خبراء الاغاثة وشركاؤنا بقانون الحماية من الاستغلال الجنسي وإساءة الاستخدام، كما هو موضح في المتطلبات والمعايير الأساسية لقواعد السلوك، لخلق بيئة آمنة خالية من الإساءة. تقوم منظمة خبراء الاغاثة بدمج الحماية والاستغلال الجنسي في إجراءات التشغيل والبرامج كما سيتم توفير الموارد للمنظمات الشريكة لنا. تلتزم منظمة خبراء الاغاثة بمعاملة جميع الناس باحترام وتكريم لقيمتهم الجوهرية. يدعم فريق خبراء الاغاثة جميع الجهود المبذولة للقضاء على أي سلوك أو عمل أو ظروف من شأنها أن تقوض التزام المنظمة بهذا المعيار.

### **Definitions:**

- Sexual Exploitation:** Any actual or attempted abuse of a position of vulnerability, power differential, or trust for sexual purposes including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

### **تعريفات**

1. الاستغلال الجنسي هو أي فعل أو محاولة إساءة استغلال المنصب لحالة ضعف أو قوى متباينة أو ثقة لأغراض جنسية، ويشمل ذلك تحقيق أرباح نقدية أو اجتماعية أو سياسية من الاستغلال الجنسي للغير.



2. **Sexual Abuse:** Actual or threatened physical intrusion of a sexual nature, including inappropriate touching, by force or under unequal or coercive conditions.
3. **Humanitarian Worker:** All workers engaged by humanitarian agencies, whether internationally or nationally recruited, or formally or informally retained from the beneficiary community, to conduct the activities of that agency.
4. **Personnel:** Full and part-time employees, volunteers, consultants, partners, vendors, contractors, representatives, board members and associates representing UDER.
5. **Reporter:** A director, headquarter or country office employee, consultant, volunteer or other representative of UDER who reports an activity that he/she considers illegal, dishonest, or constituting abuse to one or more of the parties specified in this policy. The reporter is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

2. الانتهاك الجنسي هو تعدي بدني فعلي أو التهديد بارتكابه ويتسم بطبيعة جنسية، ويشمل اللمس غير الملائم، بالقوة أو في ظل ظروف غير متكافئة أو إجبارية.
3. عمال الخدمات الإنسانية هم جميع العمال الذين تعينهم وكالات الخدمات الإنسانية، على الصعيد الوطني أو الدولي، أو تجلبهم بصورة رسمية أو غير رسمية من الجهة المستفيدة، لتنفيذ أنشطة تلك الوكالة.
4. الموظفون تشمل جميع الموظفين بدوام كامل أو جزئي والمتطوعين والمستشارين والشركاء والموردين والمقاولين والممثلين وأعضاء مجلس الإدارة والمساهمون في تمثيل منظمة خبراء الإغاثة.
5. المراسل: مدير أو موظف رئيسي أو موظف في المكتب أو مستشار أو متطوع أو ممثل آخر من منظمة خبراء الإغاثة الذي يقوم بالإبلاغ عن نشاط يعتبر غير قانوني أو غير أمين أو يشكل اساءة لواحد أو أكثر من الأطراف المحددة في هذه السياسة والمراسل ليس مسؤولاً عن التحقيق في النشاط أو لتحديد اجراءات الخطأ أو الاجراءات الصحيحة

#### Code of Conduct Core Requirements and Standards:

UDER has an obligation and duty of care for the people we serve to ensure that they are treated with dignity and respect and that certain standards of behavior are observed and practiced. To prevent sexual exploitation and abuse, UDER adheres to the following standards for all personnel:

1. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for disciplinary measures, including summary dismissal.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
3. Exchange of money, employment, goods, or services for sex, including sexual favors or

#### المعايير والمتطلبات الأساسية لمدونة قواعد السلوك:

للمنظمة واجب الاهتمام بالأشخاص الذين تخدمهم بهدف ضمان معاملتهم بكرامة واحترام واعتناق مبادئ معينة وممارستها. تلتزم المنظمة من أجل حظر الاستغلال والانتهاك الجنسيين بالمبادئ التالية لكامل الكادر:

1. يمثل الاستغلال والانتهاك الجنسيين المقترف من قبل العاملين في المجال الإنساني خرقاً جسيماً وسبباً كافياً لاتخاذ إجراءات تأديبية قد تصل إلى إنهاء عقد العمل.
2. يحظر النشاط الجنسي مع الأطفال (الذين تقل أعمارهم عن الـ 18) بغض النظر عن سن الأغلبية أو سن الرشد المعروف محلياً. الاعتقاد الخاطئ المتلق بسن الطف لا يعتبر دفاعاً مقبولاً.
3. تحظر مفايضة الجنس بالنقود أو العمل أو السلع أو الخدمات بما في ذلك طلب خدمات جنسية أو غير ذلك من أشكال السلوك المهين أو المحط للكرامة أو المنطوي على

- other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Sexual relationships between humanitarian workers and beneficiaries are prohibited since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
  5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
  6. UDER personnel are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of this code of conduct. All personnel are responsible to support systems which maintain this environment. UDER management is responsible for the development of systems to prevent sexual exploitation and abuse.
  7. UDER has a zero-tolerance policy for violations of Sexual Exploitation and Abuse.

- الاستغلال. يتضمن ذلك مقايضة المساعدة المستحقة للمستفيدين.
4. يحظر القيام بعلاقة جنسية بين العاملين في محيط المساعدة الإنسانية والمستفيدين من هذه الأنشطة لأنها تقوم على ديناميات قوى غير متكافئة. تقوض هذه العلاقات مصداقية أعمال المساعدة الإنسانية وسلامتها.
  5. يتعين على أي عامل في مجال المساعدة الإنسانية تتولد لديه مخاوف أو شكوك حول إمكانية قيام أحد زملائه باعتداء أو استغلال جنسي، سواء كان في الوكالة ذاتها أم لا، أن يبلغ عن هذه المخاوف عن طريق اليات الإبلاغ المعمول بها في الوكالات.
  6. يتحتم على موظفي ومتطوعي وشركاء المنظمة إنشاء بيئة تمنع الاستغلال والانتهاك الجنسيين وتعزز تنفيذ مدونة قواعد السلوك الخاصة بهم، كما يعتبرون مسؤولين عن دعم النظم الكفيلة بالحفاظ على هذه البيئة. تتحمل إدارة المنظمة مسؤولية تطوير النظم لحظر الاستغلال والانتهاك الجنسيين.
  7. لن تتسامح المنظمة إطلاقاً فيما يخص انتهاكات الاستغلال والاعتداء الجنسيين.

#### PERSONNEL responsibilities:

1. All concerns or suspicions of sexual exploitation and abuse violations must be reported within 24 hours.
2. Failure to report sexual exploitation and abuse may result in disciplinary action including termination of employment.
3. UDER personnel are responsible for encouraging, advocating, and promoting an environment of protection from sexual exploitation and abuse.
4. All UDER personnel are required to report any concern, doubt, or allegation of SEA. Follow procedures for ensuring the safety and protection of the person filing the report and/or the victim.
5. Employee's must complete annual training on Protection of Sexual Exploitation and Abuse (PSEA) as provided and coordinated through a designated country office Human Resources contact.

#### مسؤوليات الموظفين

1. يجب التبليغ عن جميع الشكوك فيما يخص انتهاكات الاستغلال والاعتداء الجنسيين في خلال 24 ساعة.
2. قد يؤدي الفشل في التبليغ عن الاستغلال والاعتداء الجنسيين إلى اتخاذ إجراءات تأديبية بما فيها الصرف من العمل.
3. تتحمل المنظمة مسؤولية تشجيع واعتماد وتعزيز بيئة حامية من الاستغلال والانتهاك الجنسيين.
4. على جميع موظفي المنظمة التبليغ عن أي شأن أو شك أو ادعاء يخص الاستغلال والانتهاك الجنسيين. اتبع الإجراءات المذكورة بخطة سلامة المستفيدين الخاصة بمكانك لضمان سلامة وحماية الشخص الذي يملئ التقرير وأو الضحية.
5. على الموظفين والمدراء إكمال التدريب السنوي عن الحماية من الاستغلال والانتهاك الجنسيين بالتنسيق من قبل الموارد البشرية

### Managers' responsibilities:

1. Managers at all levels are responsible for ensuring their direct reports are trained, per UDER approved processes and procedures, and have full knowledge of the PSEA Code of Conduct, helping to promote and honor the provisions of the policy.
2. Managers are expected to set an example and are responsible for communicating the PSEA Code of Conduct's principles to those with whom we work, no matter how tenuous or short-term their relationship with UDER may be, including limited duration personnel, consultants, volunteers, etc.
3. Managers are responsible for implementing, monitoring and enforcing the standards of the PSEA Code of Conduct.
4. Managers are also responsible for creating and supporting an environment conducive to reporting claims of sexual exploitation and abuse.
5. When a manager receives a complaint of sexual exploitation and abuse from any personnel, they must report it within 24 hours, and follow the instituted reporting procedure as described in number 7 and 8 of this section.
6. Managers must attend annual training on Protection of Sexual Exploitation and Abuse.
7. Headquarter-based supervisors/ managers receiving a verbal or written report must ensure the issue is immediately reported in writing to their Department Vice President, the Vice President of Finance and Administration, and either the Director of Compliance or the Director of Human Resources for guidance and support.
8. Field office-based supervisors/managers receiving verbal or written reports of suspected misconduct must ensure the issue is immediately reported in writing to either their direct supervisor, the CEO/ highest ranking officer.

### مسؤوليات المدراء

1. يجب على المدراء التأكد من أن الموظفين تحت إشرافهم مدربون على كل العمليات والإجراءات المعتمدة من قبل منظمة خبراء الاغاثة، ولديهم معرفة تامة بمدونة قواعد السلوك في PSEA، مما يساعد على تعزيز أحكام السياسة والالتزام بها
2. يُتوقع من المدراء أن يكونوا مثلاً وأنهم مسؤولون عن إبلاغ مبادئ قواعد السلوك الخاصة ببرنامج PSEA إلى أولئك الذين نعمل معهم، بغض النظر عن مدى العلاقة الضعيفة أو القصيرة الأمد مع المنظمة، بما في ذلك الأفراد المحدود المدة والاستشاريين والمتطوعين، وما إلى ذلك
3. المدراء مسؤولون عن تنفيذ ومراقبة وتطبيق معايير مدونة السلوك الخاصة ببرنامج PSEA
4. المدراء مسؤولون أيضا عن إيجاد ودعم بيئة مواتية للإبلاغ عن دعاوى الاستغلال والاعتداء الجنسي.
5. عندما يتلقى أحد المدراء شكوى من الاستغلال والاعتداء الجنسي من أي موظف، يجب عليه الإبلاغ عنها في غضون 24 ساعة، واتباع إجراءات الإبلاغ الموضوع كما هو موضح في الرقمين 7 و 8 من هذا القسم وقسم الإبلاغ عن شكوى أدناه.
6. يجب على المدراء حضور التدريب السنوي على الحماية من الاستغلال الجنسي والإساءة.
7. يجب على المشرفين / المدراء المعتمدين على المقر الرئيسي الذين يتلقون تقريراً شفهيًا أو كتابيًا ضمان أن يتم الإبلاغ عن المشكلة كتابةً على الفور لنائب رئيس الإدارة ونائب رئيس الشؤون المالية والإدارية، وأي من مدير الالتزام أو مدير الموارد البشرية التوجيه والدعم.
8. يتعين على المشرفين / المدراء الميدانيين الذين يتلقون تقارير شفوية أو مكتوبة عن سوء السلوك المشتبه به، ضمان الإبلاغ فوراً عن هذه المسألة كتابةً إلى المدير / المدير القطري.

### REPORTING A COMPLAINT:

When personnel become aware of (or suspects) sexual exploitation and abuse he/she should report it immediately to his/her supervisor,

### الإبلاغ عن شكوى:

عندما يدرك الموظفون أو يشكون الحوادث أو الاشتباه أو يشتبه في الاستغلال والانتهاك الجنسي، يجب عليه إبلاغها على الفور إلى

department manager, HR Department, a trusted manager,  
If the concern is with the personnel's direct supervisor, they should report the concern to any trusted manager.

مشرفه، أو مدير القسم، أو مدير الموارد البشرية، أما إذا كانت المخاوف من المدير المباشر فيجب إبلاغ أي مدير موثوق

### عندما يتلقى الشخص شكوى:

#### WHEN A PERSON RECEIVES A COMPLAINT:

1. Report the complaint through the complaint mechanism consistent with the instructions above.
2. Avoid asking too many questions: Ask only the number of questions required to pass on the complaint via the designated reporting procedures as found in the Reporting a Complaint section above.
3. Ensure the complainant's immediate safety is not at risk.
4. When a complaint is received, personnel are expected to file a report without discussing it with, or disclosing to information to, other members of personnel.
5. It is not the responsibility of the person receiving the complaint to investigate or ensure the validity of the claim – only to report it.

1. الإبلاغ عن الشكوى من خلال آلية الشكوى بما يتفق مع التعليمات أعلاه.
2. تجنب طرح أسئلة كثيرة: اسأل فقط عدد الأسئلة المطلوبة لتمرير الشكوى عبر إجراءات الإبلاغ المحددة كما هو وارد في قسم الإبلاغ عن شكوى أعلاه.
3. التأكد من أن سلامة مقدم الشكوى الفورية ليست في خطر.
4. عند تلقي الشكوى، يُتوقع من الموظفين تقديم تقرير دون مناقشته مع أعضاء آخرين من الموظفين أو الكشف عنها.
5. ليس من مسؤولية الشخص الذي يتلقى الشكوى التحقيق أو ضمان صحة المطالبة - فقط للإبلاغ عنها.

#### RETALIATION:

As per the Ethical Concerns and Duty to Report policy, UDER will not retaliate against a reporter. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, or threats of physical harm. The right of a reporter for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. All personnel that retaliate against someone who has reported a violation in good faith is subject to discipline, up to and including termination of employment or service. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

If any UDER personnel feel they have been threatened, retaliated against, or unsafe for submitting a complaint, they should report this using one of the following options:

#### الانتقام:

وفقاً للمخاوف الأخلاقية وسياسة واجب الإبلاغ، لن تنتقم منظمة خبراء الاغاثة ضد أحد المرسلين. وهذا يشمل، على سبيل المثال لا الحصر، الحماية من الانتقام في شكل عمل سلبي مثل الإنهاء، انخفاض التعويضات، سوء مهام العمل، أو التهديد بالضرر المادي. لا يتضمن حق المرسل للحماية من الانتقام الحصانة لأي مخالفات شخصية يُزعم أنها تحقق فيها. يخضع جميع الموظفين الذين ينتقمون ضد شخص أبلغ عن انتهاك بحسن نية إلى الانضباط، بما في ذلك إنهاء الخدمة أو التوظيف. لا تهدف هذه الحماية من الانتقام إلى منع المديرين أو المشرفين من اتخاذ إجراء، بما في ذلك الإجراءات التأديبية، في النطاق المعتاد لمهامهم وعلى أساس عوامل صحيحة تتعلق بالأداء.

إذا شعر أي من العاملين في منظمة خبراء الاغاثة بأنهم قد تعرضوا للتهديد أو الانتقام أو عدم الأمان لتقديم شكوى، فيجب عليهم الإبلاغ عن ذلك باستخدام أحد الخيارات التالية:

1. Contact headquarters or country office Human Resources
2. Contact the CEO/ highest ranking officer, or a trusted manager

To be signed by all UDER personnel. A copy will be kept on file within the specific country office, HR Function or Volunteer Engagement Team.

**I declare that:**

I have read and understand the Sexual Exploitation and Abuse Prevention Policy.

I understand that this policy applies to me at all times including while I am on or off duty, or on leave.

I will work within the requirements and procedures as laid out in the Sexual Exploitation and Abuse Prevention Policy.

I have not been accused or convicted of any offense involving physical, mental/emotional or sexual abuse or exploitation of any individuals.

I understand that if a complaint is brought against me regarding sexual exploitation or abuse while engaged with UDER, the allegation will be thoroughly investigated in cooperation with the appropriate authorities.

I understand that any violation of this policy may result in disciplinary action up to and including dismissal from employment.

1. الاتصال بالمقر الرئيسي أو المكتب القطري للموارد البشرية

2. اتصل بالمدير / المدير القطري، أو مدير ميثوق ج. اتصل بنائب رئيس القسم

للتوقيع من قبل جميع موظفي ومتطوعي المنظمة. تحفظ نسخة في الملف. سيتم الاحتفاظ بنسخة في ملف داخل المكتب القطري المحدد أو وظيفة الموارد البشرية أو فريق المشاركة التطوعية

**أعلن أنني:**

قرأت وفهمت سياسة حظر الاستغلال والانتهاك الجنسي.

سوف أعمل ضمن المتطلبات والإجراءات المذكورة في سياسة حظر الاستغلال والانتهاك الجنسيين.

لم أتهم أو أدان بأي جريمة متعلقة بالانتهاك أو الاستغلال الجنسي الجسدي أو العقلي أو العاطفي.

أدرك أن التحقيق سيجري بشكل كامل بالتعاون مع السلطات المختصة إذا قدمت شكوى ضدي فيما يخص الاستغلال أو الانتهاك الجنسي في خلال ممارسة أنشطة المنظمة.

أدرك أن أي انتهاك لهذه السياسة قد تؤدي الى اتخاذ تدابير تأديبية تما في ذلك الفصل من العمل.

Signature: \_\_\_\_\_

التوقيع: \_\_\_\_\_

Date: \_\_\_\_\_

التاريخ \_\_\_\_\_

Name: \_\_\_\_\_

الاسم \_\_\_\_\_

**End of Policy**

**نهاية السياسة**

<b>POLICY TITLE</b>	5. ANTI-FRAUD AND ANTI-TERRORIST FINANCING POLICIES		
<b>Origination date:</b>	15 August 2018	<b>Approved by:</b>	<b>CEO</b>
<b>Effective date:</b>	16 August 2018	<b>Responsible Department:</b>	<b>Finance</b>
<b>Reviewed on</b>	12 January 2021		

### 1. Anti-fraud, bribery, corruption and money laundry

This policy defines UDER’s approach to handling fraud, bribery corruption, or money laundering. The policy is consistent with the principles illustrated in the UDER Code of Conduct and the Conflict-of-Interest policy. It is also consistent with other internal UDER rules and policies such as the Procurement Policy and Safety and Security Policy.

#### 1.1. Definitions

**Fraud:** a dishonest or illegal act (by an employee or external group or individual), characterized by a deliberate intent at concealment or false representation, resulting in the actual or potential loss of resources to UDER whether or not for personal gain. Fraud is still fraud, whether or not it is committed for personal gain. Some examples of fraud include:

- False invoicing – where an individual or group knowingly creates or uses invoices that are false in any way
- Expenses fraud – where an individual or group dishonestly uses the expense system to pay money or other benefits that the recipient is not entitled to
- Procurement fraud – where an individual or group engages in any dishonest behavior in the procurement or tendering process
- Payroll fraud – where an individual or group manipulates the payroll system to make unauthorized payments to themselves or others
- Supply chain fraud – where an individual or group misdirects or steals goods, forges stock records, or creates fictitious companies
- Conflict of interest – where an individual or group knowingly has an undisclosed business interest in an entity involved in a commercial relationship with the organization
- Forgery/document fabrication – where an individual or group creates or alters documents, resulting in misleading or incorrect information
- Service delivery fraud – where services to beneficiaries do not take place as intended and reported, such as a non-delivery of training or of health consultations

**Bribery:** is the offering, promising, giving, accepting or soliciting of money, gifts or other advantage, whether directly or through a third party, as an inducement to do something that is illegal, a breach of trust or known to be improper, such as violating UDER policies or SOP’s, in the course of carrying UDER’s activities.

**Corruption:** is the abuse of entrusted power for private gain.

Some examples of bribery and corruption include:

- Kickbacks – when suppliers or service providers pay part of their fees to the individuals who give them the contract or some other business advantage;
- Payments facilitation– small bribes to officials with a view to speeding up routine transactions to which the payer is already entitled. Examples include payments to speed up clearances and extra fees to secure services;
- Gifts, hospitality, and expenses – accepting, seeking, or offering anything of material value from or to contractors, vendors, or persons providing goods or services to UDER;
- Nepotism – favoring relatives or friends, especially by giving them jobs or selecting them for goods and services as a partner, vendor, or beneficiary.

Money laundering: is the concealment of the origins of illegally obtained money, typically by means of transfers involving foreign banks or legitimate businesses.

## 1.2. Procedures for reporting

The Anti-Fraud, Bribery, Corruption and Money Laundry procedures applies to, but is not limited to, directors, employees, partners, vendors, suppliers, or volunteers working with and on behalf of UDER. Implementing partners are bound by the policy OR their own policy (which assumes similar or more stringent conditionality). Regardless, they are bound to report any incidences of fraud suspected or discovered to UDER. All UDER staff and volunteers have a duty to protect the assets and resources of UDER from any form of dishonesty. This means they must:

- Safeguard UDER's assets and resources;
- Report any suspicions or concerns they have, either to the most senior manager, the CEO, or directly to the Board;
- Alert their line manager(s) if they believe there is a possibility of fraud, bribery, corruption, or money laundry being committed, or if they perceive a gap in appropriate controls to mitigate fraud, bribery, corruption, or money laundering; and
- Assist in the prevention and detection of fraud, bribery, corruption, or money laundry by implementing and adhering to the controls relevant to your post and always use good judgment about how UDER's resources are being utilized.

UDER cannot normally allow another (even approved) organization to use its bank account to channel funds. Any activity of this type must be approved by the CEO. Other areas that staff should consider as a risk are:

- Entering partnership arrangements with organizations that may be fronts for criminal activities. It is important therefore to obtain referees before entering into significant relationships with new partners
- Use of an alternative banking system (e.g. Hawala) to move funds to areas of operation;
- Use of conduits for funding (money held for the organization in a conduits name);
- Use of couriers to transport cash or valuables (gold or commodities) into areas of operation; and
- Payment of facilitation charges in an area of operation where these amount to a private benefit rather than a lawful tax or duty.

If you suspect fraud, bribery, corruption, or money laundry is being committed, or that someone is planning to do so, immediately notify the most senior manager in your team – i.e. your Program Manager, senior field officer, only in case he is not the suspected one.

- Do not contact the suspected individual in an effort to disclose your concerns;
- Do not seek alone to determine facts or demand restitution without close coordination with the senior you have notified;
- Do not discuss the case, facts, suspicions, or allegations with any other person;

Once you have reported your suspicion to the most senior manager in your, (s)he will follow the UDER Incident Reporting and Management procedure to escalate the incident as appropriate and report it to the designated team and using the designated email address.

If you do not feel able to report an incident to the most senior manager in your team because you suspect that they may be implicated, you should report it directly to the CEO. The same applies when you believe the CEO is implicated, where you should then report to the Board of Trustees (the Financial Affairs Secretary if exists, otherwise to the general secretariat).

The CEO treats all fraud, bribery, and corruption allegations with complete confidentiality. Any employee who suspects fraudulent activity should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.

If you are aware of a suspected fraudulent act and you don't report it, UDER will treat your nondisclosure as a case of misconduct and it may result in disciplinary measures being taken against you. UDER is itself obliged to report suspected fraud to external parties, including donors whose funds may be the subject of financial

misappropriation and relevant regulatory authorities and will meet these responsibilities in line with legal and contractual obligations.

The UDER appointed investigation team has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the UDER from potential civil liability.

If the investigation substantiates that financial impropriety has occurred, the investigation team will issue reports to UDER CEO and the Board of Trustees. Decisions to prosecute or refer the investigation results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with senior management, as will final decisions on disposition of the case.

Particular areas of exposure are relationships with implementing partners and suppliers, and asset disposals. Staff should always consider the source of any payment made to UDER and report any suspicions that arise. There should be also procedures in place to provide adequate assurances about the identity of the donor, particularly substantial donors, and the provenance of funds. This does not mean that every donation should be questioned, or personal details obtained for every donor, but, where there is a significant donor, UDER should know what its business is and be sure that the organization is appropriate for UDER to be dealing with. However, there is no problem in accepting anonymous donations provided that you look out for any suspicious circumstances and put adequate safeguards in place.

In some circumstances a payment is justifiable. If a member of staff is confronted with a threat to his or her personal safety or that of another person if a payment is not made, it should be paid without fear of recrimination. In such cases, the payment and the circumstances in which it was made must be fully documented and reported immediately. Such cases of payment for safety and security will be rare. If they have been properly approved, they would not fall foul of this policy.

## **2. Anti-terrorist financing**

Under applicable legislation, an organization is “concerned in terrorism” if it commits or participates in acts of terrorism, prepares for terrorism, promotes or encourages terrorism, or is otherwise concerned in terrorism. It is against the law to be a member of a proscribed organization and it is illegal to assist, raise money for, or send money to a proscribed organization or anyone who is a member of one.

This guidance applies to, but is not limited to, all vendors / payees (companies, banks, employees, consultants, partners, and subcontractors and sub-grantees) working with and on behalf of UDER. The purpose of this guidance is to highlight:

- Compliance with key anti-terrorist legislation
- Approach to preventing terrorist financing
- Approach to managing and reporting any instances of terrorist financing.

### **2.1 Definition of terrorist financing**

Terrorist financing is the raising, moving, storing and using of financial resources for the purposes of terrorism. Under applicable legislation it is an offence to:

- Raise, receive or provide money or other property for the purposes of terrorism;
- Possess or use money for the purposes of terrorism;
- Become involved in an arrangement to make money etc. available for the purposes of terrorism;
- Facilitate the laundry of terrorist money;
- Become involved in money transfer process for the purpose of terrorism.

### **2.2 Complying with terrorist financing legislation**

Before it can award a grant to any NGO, UDER and the majority of its donors require a certification from the organization that it does not support terrorism.



The certification requires the applicant to state that, to the best of its current knowledge, it did not provide, within the previous ten years, and it will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that has engaged or engages in terrorist activity as described in the certification.

### 2.3 Procedures to preventing terrorist financing

The approach below represents the minimum requirements. Strong internal financial controls are essential to help safeguard against terrorist financing. All UDER offices must take reasonable steps to implement risk-based procedures and systems to protect them from abuse. The Procurement Manual includes detailed checks and relevant websites. The following is the general approach to preventing terrorist financing. A risk-based approach involves:

- Identification of risk – consider the possible scale of risks and their possible impact;
- Reduction of risk – apply the preventative measures set out below;
- Monitoring of risk – collect data, reassess risks, modify and introduce new systems, criteria and procedures to meet increased or different risks;
- Record keeping – keep a record of policies and procedures and regularly review and update them.

The procedures to be adopted by all UDER entities are as follows:

- Due diligence checks – know who you are dealing with;
- Further verification checks if the person or organization is considered to be of high risk;
- Robust methods for recording and documenting decisions made in order to demonstrate that the persons involved in the decision-making process have acted responsibly and have given due consideration to any risks;
- Protocols for monitoring the effectiveness of procedures

If there is any evidence at all of possible links with any terrorist activity, immediate steps must be taken to disassociate us from it. Any person connected with UDER, whether a director, employee, partner, vendor, supplier, or volunteer, must bring evidence of terrorist financing to the attention of the most senior manager and the CEO immediately. They will then record the details and submit it.

If the terrorist financing has involved donor funds, UDER will inform that donor immediately and cease such support or dealings. If donors determine that we have violated any term or condition of the certification, it may immediately terminate the assistance agreement.

Signature: \_\_\_\_\_ التوقيع:

Date: \_\_\_\_\_ التاريخ

Name: \_\_\_\_\_ الاسم

**End of Policy**

نهاية السياسة

<b>POLICY TITLE</b>	6. CONFLICT OF INTEREST POLICY		
<b>Origination date:</b>	15 August 2018	<b>Approved by:</b>	CEO
<b>Effective date:</b>	16 August 2018	<b>Responsible Department:</b>	All Departments
<b>Reviewed on</b>	12 January 2021		

The purpose of this policy is to enable UDER to comply with accountability standard on conflicts of interest. "Conflicts of interest" are situations in which a person has a responsibility for promoting one interest, but has a competing interest at the same time. When one exercises a competing interest over a fiduciary interest, a conflict of interest occurs.

An employee, contractor and partner must not use their position with UDER in such a manner that a conflict arises between the interest of the organization and their interest.

Each employee, contractor and partner has a duty to place the interest of UDER foremost in any dealings with the organization.

The conduct of personal business between any employee and UDER is prohibited without the approval of the CEO.

Employee, contractors and partners may not use their association with UDER to obtain for themselves, their relatives, or their friends a material interest of any kind.

If an employee, contractor and partner has a material personal or financial interest in a proposed transaction with UDER or holds a position as trustee, director, or officer in any organization involved in a proposed transaction with UDER, they must make a full disclosure of such interest before any discussion or negotiation of the proposed transaction.

Before any decisions involving a conflict of interest by an employee, contractor and partner, UDER must conduct a competitive bidding process to determine the value of the product or services offered by the employee, contractor or partner including whether there is a benefit to UDER from the offered service or product.

The Board of Directors can approve transactions between employees, contractors or partners and the organization if the board determines that these transactions include a service or a product to be provided that is (1) to be provided by the person in concern at a lesser cost or higher value than that provided by other vendors or (2) so unique or timely sensitive that it is not reasonably available from other vendors; and therefore such transaction makes sound economic and business sense and is clearly of benefit to UDER.

To implement this policy, employees, contractors and partners must sign a statement indicating their agreement with this conflict-of-interest policy, disclosing any potential conflicts of interest, and agreeing to disclose any conflicts of interest that may occur in the future. The CEO will resolve all matters related to actual or potential conflicts of interest.

#### **Compliance with UDER Conflict of Interest Policy**

I have read the Conflict-of-Interest Policy and affirm the following:

- I am not aware of any conflicts between the interests of UDER and my own interests or the interest of, my family, my friends, or any organizations with which I or my family or friends may be related.
- If I am aware of any conflicts of interest involving myself, my family, my friends, or any organization with which I or my family or friends are related, I have listed them below.
- I agree to inform UDER if any conflicts of interest develop in the future.

Signature: \_\_\_\_\_

التوقيع: \_\_\_\_\_

Date: \_\_\_\_\_

التاريخ \_\_\_\_\_

Name: \_\_\_\_\_

الاسم \_\_\_\_\_

**End of Policy**

نهاية السياسة

**ANNEX F**

**BOQ of required items UDER-TUR-2021-001**

**\*This attachment must be filled in the attached Annex F Excel sheet/s stamped and submitted with the Bid**