THE STIRS COLLABORATIVE

POLICY ON THE PREVENTION AND PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT

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1. Introduction

STIRS Collaborative has zero tolerance for all forms of sexual wrongdoing including Sexual Exploitation, Sexual Abuse, and Sexual Harassment (SEAH) in all Fund-related Activities. Sexual Exploitation and Sexual Abuse violate human dignity and universally recognised international legal norms and standards and have always been unacceptable behaviour. Sexual Harassment results from a culture of discrimination and privilege, based on unequal relations and power dynamics. It creates hostile work and work-related environments, which limit the ability of affected persons to thrive and STIRS Collaborative to achieve its mission. SEAH has no place at STIRS Collaborative.

STIRS Collaborative recognises the imperative to prevent and respond effectively to SEAH and to protect persons, especially vulnerable individuals, and victims of SEAH in Fund-related Activities. These protections are essential to strengthen integrity and accountability throughout STIRS Collaborative.

2. Scope

The Policy on the Prevention and Protection from Sexual Exploitation, Sexual Abuse, and Sexual Harassment (the Policy) establishes STIRS Collaborative's zero tolerance of SEAH. It sets clear obligations for STIRS Collaborative Covered Individuals and its Counterparties to prevent and respond to SEAH and to refrain from condoning, encouraging, participating in, or engaging in SEAH.

3. Definitions

For the purposes of this Policy, the following terms are defined as follows:

a. **"Board"** means Board of the STIRS Collaborative;

b. **"Counterparty"** is, for the purposes of this Policy, any party that contributes to1, executes, implements, bids for, or in any way participates in Fund-related Activities, including receiving a grant, loan, or other form of financing or support from the Fund;

c. **"Covered Individual"** means Co-Chairs of the Board, Board Members, Alternate Members, Advisers (each defined in the Rules of Procedure of the Board of the STIRS Collaborative), Board-appointed Officials, External Members, and STIRS Collaborative Personnel;

d. **"External Members"** mean an expert serving as an external member on a panel or group established by the Board;

e. **"False or Malicious Report"** means an inaccurate or misleading report that is made recklessly, or knowingly or deliberately for the purpose of gaining undue advantage or causing harm to a person or entity;

f. **"Fund-related Activity"** means any activity which is financed, administered, or supported by the Fund, either with its own resources or those of others, or any activity that materially affects or may affect or otherwise be relevant to the Fund;

g. **"STIRS Collaborative Personnel"** means any STIRS Collaborative Staff and any other individual contracted and/or engaged by STIRS Collaborative to perform official functions for STIRS Collaborative, excluding Board-appointed Officials and External Members;

h. **"SEAH**" means Sexual Exploitation, Sexual Abuse, and Sexual Harassment;

i. **"SEAH Check"** means a recruitment practice whereby job applicants are required to provide a SEAH Declaration and whereby the information contained in the Declaration is checked, as far as possible, through Reference Checks;

j. **"SEAH Declaration"** is a sworn-to-be-true, written disclosure of a person's history of Sexual Exploitation, Sexual Abuse, or Sexual Harassment with regard to lawfully disclosable criminal convictions, or disciplinary measures or sanctions imposed by existing or former employer(s) and/or by disciplinary boards of professional organizations to which the person is or has been subject;

k. **"Sexual Abuse"** means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

l. **"Sexual Exploitation"** means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, threatening or profiting monetarily, socially, or politically from the sexual exploitation of another;

m. **"Sexual Harassment"** any unwelcome sexual advance, request for sexual favour, or other verbal, non-verbal, or physical conduct of a sexual nature, that interferes with

work, is made a condition of employment, or creates an intimidating, hostile, or offensive environment in connection with a Fund-related Activity, and, for the avoidance of doubt, Sexual Harassment may occur between or amongst persons of different sexes or genders or of the same sex or gender, and may be initiated by any gender or sex.

n. **"Staff"** means all persons appointed to a post in STIRS Collaborative under a letter of appointment (individually, a "Staff Member")

o. **"Reference Checks"** mean the part of a selection and employment process whereby checks are performed to verify the accuracy and authenticity of references, statements, or declarations made by external job applicants on their educational, professional, and other background.

p. **"Victim"** means the person who is, or has been, sexually exploited, abused, or harassed.

4. Guiding Principles

a. STIRS Collaborative shall not tolerate any form of Sexual Exploitation, Sexual Abuse, or Sexual Harassment.
b. STIRS Collaborative and its Covered Individuals shall not engage in SEAH, and shall not engage with Counterparties that condone, encourage, participate in, or engage in SEAH.
c. STIRS Collaborative shall take all available measures to prevent, mitigate, investigate, and remedy SEAH in Fund-related Activities.
d. STIRS Collaborative shall take all available measures to protect actual or suspected Victims from retaliation or any detrimental act, direct or indirect, recommended, threatened, or taken against them, because of a report of actual or suspected SEAH.
e. The STIRS Collaborative shall take steps to encourage its relevant Counterparties to adopt policies and procedures that are consistent with this Policy, with the purpose of safeguarding against SEAH in Fund-related activities.
f. The STIRS Collaborative shall apply sanctions, disciplinary, or other remedial measures if this Policy is violated.

5. Obligations of Covered Individuals

5.1 Obligations of Covered Individuals

I. Covered Individuals shall uphold the guiding principles of this Policy and contribute to creating and maintaining an environment which prevents SEAH.

II. Covered Individuals shall not condone, encourage, participate in, or engage in SEAH in Fund-related Activities. In particular, they shall not:

   a. Use their position to sexually abuse, exploit, or harass any person implementing, engaged in, or benefiting from Fund-related Activities

   b. Engage in sexual activity with a child (as defined in Article 1 of the United Nations Convention on the Rights of the Child). Mistaken belief regarding the age of a child is not a defense. Any such activity shall be deemed to constitute Sexual Exploitation and/or Sexual Abuse.

III. Subject to the availability of protection against retaliation, Covered Individuals have a duty to report any suspected SEAH in Fund-related Activities as soon as possible after becoming aware of it and to cooperate in the context of an investigation, proactive integrity review, or other inquiry in accordance with the Policy on the Protection of Whistleblowers and Witnesses.

IV. Subject to the availability of protection against retaliation, any supervisor, manager, or other such person of STIRS Collaborative who receives a report of suspected SEAH which is made in good faith, is obligated to transmit such report without delay

5.2 Obligations of Counterparties

I. Counterparties shall have policies or procedures, or be subject to laws, setting out principles and standards of protection substantively equivalent to the ones set out in this Policy.

II. Counterparties, in Fund-related Activities, shall not directly or indirectly condone, encourage, or tolerate participation, or engagement in SEAH or any conduct substantially equivalent to SEAH as defined in this Policy.

III. To the extent permitted by any national law applicable to them, Counterparties are required to inform STIRS Collaborative through established channels, without delay, of SEAH or any conduct substantially equivalent to SEAH as defined in this Policy, suspected or alleged in connection with a Fund-related Activity.

IV. To the extent permitted by any national law applicable to them, Counterparties shall cooperate with STIRS Collaborative in any STIRS Collaborative investigation into reports of suspected SEAH or any conduct substantially equivalent to SEAH as defined in this Policy, and take all appropriate measures, to ensure the cooperation of relevant persons and entities (within their control) subject to such investigation.

V. In addition to the foregoing, Accredited Entities and Delivery Partners are required to have in place effective policies and/or procedures designed to ensure prevention, detection, investigation, remedial action, and where appropriate, sanctions and reports to state agencies with authority over criminal prosecution of SEAH offences in Fund-related Activities. These shall include:

   a. Protection against retaliation provided for actual and apparent victims of SEAH, witnesses of, and persons who qualify under the Policy on the Protection of Whistleblowers and Witnesses as whistleblowers with respect to SEAH.

   b. Procedures to identify risks related to SEAH and prevent, report, investigate, and remedy SEAH in a Fund-related Activity.

VI. Accredited Entities and Delivery Partners shall ensure that their contracts with each other and with third parties contracted to execute Fund-related Activities include obligations stipulated in this Policy and that such third parties:

   a. Inform the Accredited Entity or Delivery Partner, as appropriate, through established channels, without delay, SEAH or any conduct substantially equivalent to SEAH, suspected or alleged in connection with a Fund-related Activity.

   b. Cooperate with the relevant Accredited Entity or Delivery Partner in investigations into reports of suspected or alleged SEAH or any conduct substantially equivalent to SEAH and take all appropriate measures, to ensure the cooperation of relevant persons and entities (within their control) subject to such investigation.

6. Prevention and Due Diligence

6.1 Covered Individuals

I. STIRS Collaborative shall ensure, as soon as practicable following the adoption of this Policy, that its recruitment, procurement, employment, or any other onboarding processes include SEAH Checks.

II. In conducting SEAH Checks, STIRS Collaborative shall ensure that Board-appointed Officials, External Members, and STIRS Collaborative Personnel complete SEAH Declarations prior to the offer of any appointment, employment, or contract.

III. Following the submission of the SEAH Declaration, STIRS Collaborative shall ensure that the appropriate Reference Checks are carried out for the purpose of verifying, to the extent possible, the accuracy and authenticity of the information provided by the job applicant, including the information provided in the SEAH Declaration.

IV. Persons who are already employed or contracted by the STIRS Collaborative as Board-appointed Officials, External Members, or STIRS Collaborative Personnel at the time this Policy is adopted, shall be required to submit a SEAH Declaration without delay.

V. The failure to disclose, and/or the inaccurate or incomplete disclosure of, information with regard to any act of SEAH in the SEAH Declaration shall be treated as misconduct (as in the case of Staff) or breach of contract (as in the case of consultants), as appropriate. STIRS Collaborative reserves the right to withdraw any offer of appointment, employment, or contract, or to terminate any contractual engagement if the applicant is found to have provided untruthful information concerning any past criminal or disciplinary records regarding acts of SEAH.

VI. Covered Individuals are required to disclose to STIRS Collaborative their intimate personal relationships with other Covered Individuals in the following circumstances:

   a. When a management reporting relationship exists between the persons

   b. When two or more persons have unequal positions at STIRS Collaborative, it could reasonably be perceived that a Conflict of Interest may exist (i.e. that a person in a superior position may be exerting his or her influence to unfairly benefit or disadvantage a person in a subordinate position)

6.2 COUNTERPARTIES

VII. STIRS Collaborative shall require that, through accreditation (in respect of entities not yet accredited) and accreditation processes (in respect of entities already accredited), all Accredited Entities have effective policies and procedures in place to identify risks related to SEAH and protect against, report, prevent, detect, investigate, and remedy

SEAH, and shall monitor the compliance of Accredited Entities to that requirement.

VIII. STIRS Collaborative shall further ensure that its Monitoring and Accountability Framework for Accredited Entities assesses measures taken to protect against SEAH. Following a risk-based approach, and within a reasonable time frame, not to exceed 18 months, pursuant to the adoption of this Policy, STIRS Collaborative shall review and screen projects, project preparation, national adaptation plans, and readiness funding proposals for assurances that risks of SEAH have been assessed by the Counterparties concerned and, where necessary, SEAH protection plans and procedures are in place for the Funded Activity. Further, following the risk-based approach, STIRS Collaborative will review existing Funded Activities for such risks and where such risks are discovered, engage with the Counterparties concerned to address such risks immediately.

6.3 Awareness Raising, Communication, and Training

I. The Secretariat will prepare as soon as practicable policy implementation guidelines and an action plan to support the dissemination and implementation of this Policy and to raise awareness across STIRS Collaborative of the issue of SEAH and its potential ramification. The plan will include:

   a. Making this Policy available on the STIRS Collaborative website

   b. Developing through consultative processes with stakeholders, and making available, policy implementation guidelines, training, guidance and tools, and communication materials for Covered Individuals and Counterparties to raise awareness and support the implementation of this Policy;

   c. Conducting, to the extent possible, awareness raising and training activities for and/or in collaboration with Covered Individuals, Counterparties, STIRS Collaborative beneficiaries, and relevant stakeholders in Fund-related Activities;

   d. Developing guidance, training, and procedures for those STIRS Collaborative Personnel responsible for assessing SEAH risks, and for working with Counterparties to ensure that proper safeguard systems are in place

   e. Ensuring that all Covered Individuals undertake mandatory training to ensure compliance with this Policy and relevant operating procedures.

7. Reporting and Investigations

I. Any person or entity may report to the management actual or suspected SEAH as defined by this Policy. Persons with information concerning suspected SEAH, particularly when it involves Covered Individuals in Fund-related Activities, are strongly encouraged to report such information.

II. Reports of actual or suspected SEAH should be made to the relevant authority designated for receiving the relevant report, as set out in the STIRS Collaborative Policy on the Protection of Whistleblowers and Witnesses and shall be dealt with in accordance with that Policy.

III. In accordance with the procedures provided for in the STIRS Collaborative Policy on the Protection of Whistleblowers and Witnesses:

   a. Except in the situations described in subparagraphs (b), (c), and (d) below, reports of actual or suspected SEAH shall be sent to the through any of the following points of contact on the proviso that any changes regarding the contact details shall be communicated and disseminated appropriately:

   b. Reports of actual or suspected SEAH regarding STIRS Collaborative Personnel, a Board-appointed Official (excluding the Executive Director, or an External Member of STIRS Collaborative Panels or Groups, shall be made to the Head of management at the points of contact stated in subparagraph (a) above;

Reports of actual or suspected SEAH regarding a Co-Chair, Board Member, Alternate Member, Adviser, the Executive Director, or the Head of the management, shall be submitted to the Chair of the Board of Governors who shall bring any such report to the attention of the Board of Governors for its consideration in accordance with the procedures to be determined for such a case. Such reports shall be submitted in writing and in confidence to the Chair of the Board of Governors

IV. Persons or entities reporting actual or suspected SEAH shall do so in good faith and provide where possible any information or evidence in their possession that would support a reasonable belief that SEAH may have occurred. Prior to making a report, such persons or entities are not required to evaluate or to determine whether a report that they intend to make meets any threshold of seriousness or gravity. Reporting persons or entities are not required to prove the suspected SEAH or to meet any evidentiary requirements.

V. Reports of actual or suspected SEAH shall be investigated by the management in accordance with the relevant STIRS Collaborative policies and standards including but not limited to the STIRS Collaborative Policy on the Protection of Whistleblowers and Witnesses. The management shall treat seriously, and thoroughly investigate reports of suspected SEAH in a manner that is victim-centered, independent, and objective by conducting investigations, free of control or influence by any person or entity, and with scrupulous adherence to the principles of fairness and due process.

VI. Following any investigation, the STIRS Collaborative Secretariat shall take measures to monitor the situation regarding the status of any Victims and alleged perpetrators of SEAH, to ensure against retaliation as a consequence of the investigation, its findings or its outcome, and to ensure that any administrative or disciplinary measures, taken as a result of the investigation have been duly implemented.

VII. Notwithstanding anything to the contrary in this Policy, any person, persons, or communities who have been or may be affected by SEAH in the context of a STIRS Collaborative-funded project or programme may bring complaints.

VIII. The management shall cooperate and coordinate with the team to maximize the effectiveness of this Policy. In the event that a report of SEAH is submitted to the management and also filed as a complaint, and/or in situations where the management receives a complaint of SEAH from a person adversely impacted by the STIRS Collaborative-funded project or programme, the Heads of the management shall consult with each other and with the person reporting/complainant and determine how best to address the report or complaint so as to avoid parallel proceedings and/or investigations.

8. Protection and Remedies

I. Any Victim who reports, attempts to report, is believed to be about to report, or is believed to have reported suspected or actual SEAH (including concerns of suspected SEAH) in Fund-related Activities shall be entitled to all the protection (which includes anonymity and confidentiality, and protection from retaliation) and remedies, afforded to 'whistleblowers' as set out in the STIRS Collaborative Policy on the Protection of Whistleblowers and Witnesses.

II. Any other person who reports, attempts to report, is believed to be about to report, or is believed to have reported actual or suspected SEAH, or cooperates, attempts to cooperate, is believed to be about to cooperate, or is believed to have cooperated with a STIRS Collaborative investigation concerning a report of suspected SEAH, shall be deemed a 'whistleblower' or as a 'witness', as appropriate, and shall be entitled to all the related protection (which includes anonymity and confidentiality, and protection from retaliation) and remedies, as set out in the STIRS Collaborative Policy on the Protection of Whistleblowers and Witnesses.

III. Any Covered Individual who is a Victim of an act of SEAH perpetrated by another Covered Individual or member of personnel of a Counterparty in connection with a Fund- related Activity and regarding whom a report of SEAH has been made in

accordance with Section 7 of this Policy, may request that STIRS Collaborative provide the following guidance and support:

a. Information and advice on the informal and formal reporting options, hotlines, and helplines which are available within and outside the STIRS Collaborative;

b. Information on available medical services and support;

c. Information on counseling, including psycho-social and stress counseling;

d. Advice from the Ethics Officer or Ombudsperson;

e. Information on available, low-cost health insurance options and services;

f. Information and referral to internal and external local services specializing in sexual harassment, violence against women, violence against LGBTIQ+ individuals, including gender non-conforming individuals, or support for men who experience violence, to the extent available.

g. Support and guidance on how to report to and what to expect from the local authorities, particularly if the alleged behavior constitutes a crime.

h. In emergency situations, any Covered Individual who is a victim of Sexual Exploitation or Sexual Abuse perpetrated by another Covered Individual or member of personnel of a Counterparty in connection with a Fund-related Activity may request that STIRS Collaborative provide interim medical relief or other support services as required to address the immediate harm.

IV. Any person who is a victim of SEAH perpetrated by a Covered Individual on STIRS Collaborative premises or during an activity or event hosted by STIRS Collaborative, regarding whom a report of SEAH has been made in accordance with section VII of this Policy, may request that STIRS Collaborative provide the protection provided for in paragraphs 40 and 41 above.

V. Acts of SEAH, or retaliation against an actual or suspected SEAH victim, committed by STIRS Collaborative Personnel shall amount to misconduct or breach of contract and shall be subject to disciplinary or other remedial measures as appropriate, in accordance with the relevant STIRS Collaborative policies, rules, and procedures.

VI. Acts of SEAH, or retaliation against an actual or suspected SEAH victim, committed by Covered Individuals other than STIRS Collaborative Personnel shall amount to misconduct or breach of contract and shall be subject to disciplinary or other

remedial measures as provided in the relevant STIRS Collaborative Policies on Ethics and Conflicts of Interest, as applicable to them.

VII. Any person or entity who makes a False or Malicious Report may be subject to sanctions or disciplinary action in accordance with relevant STIRS Collaborative policies and guidelines, and the provisions of any contractual agreements existing between STIRS Collaborative and the person or entity.

VIII. Where an act of SEAH, or retaliation against an actual or suspected Victim, has been found in a Fund-related Activity, STIRS Collaborative shall endeavor to apply its good offices with appropriate authorities to secure necessary protection and to employ other reasonable measures for the Victim.

IX. Where an act of SEAH, or retaliation against an actual or suspected Victim, is perpetrated by a Covered Individual or a Counterparty in a Fund-related Activity has been substantiated through an investigation conducted by STIRS Collaborative, and corrective or disciplinary measures have been imposed against a Covered Individual, or sanctions have been imposed against a Counterparty, the management, in consultation with the Anti-Harassment Committee, may recommend that STIRS Collaborative or the Counterparty take appropriate remedies for the benefit of the Victim.

X. STIRS Collaborative shall ensure that such remedies are implemented by the Secretariat without undue delay. However, in the event that the Secretariat is unable to implement the recommended remedies, the Secretariat shall promptly seek guidance from the EAC in order for the EAC to determine the appropriate course of action.

XI. A Counterparty found to have directly or indirectly condoned, encouraged, participated, or engaged in acts of SEAH, or retaliation against actual or apparent victims of SEAH, in a Fund- related Activity, or which negligently has failed to prevent or which has failed to investigate, report, or remedy SEAH or SEAH retaliation in a Fund-related Activity, may be subject to sanctions or other remedial measures, as appropriate, in accordance with relevant STIRS Collaborative policies and taking into account any legal agreements that may be concluded between STIRS Collaborative and the Counterparty.

9. Policy Implementation, Monitoring, Reporting, and Review

I. The Secretariat shall be responsible for the effective implementation, monitoring, and reporting to the Board annually regarding its obligations under this Policy. It shall develop guidelines and procedures, in consultation with the management, to operationalize and implement this Policy promptly following its adoption.

II. The STIRS Collaborative Secretariat, as far as possible and within 12 months of the adoption of this Policy, shall endeavor to amend existing legal agreements with Accredited Entities as necessary to include obligations set out in section 5.2 above, and to obtain from such Accredited Entities, a declaration and relevant supporting documentation to demonstrate, that they have in place policies and/or procedures to comply with those obligations. The review of such policies and/or procedures by the Secretariat shall take place at the accreditation process.

III. The STIRS Collaborative Secretariat shall ensure that by no later than six months from the date of this Policy, all new legal agreements entered into with Accredited Entities include the obligations set out in section 5.2 above, and any new accreditation will comply with the requirements set out in section 6.2 above.

IV. The STIRS Collaborative Secretariat, as far as possible, following a risk-based approach, and within 12 months of the adoption of this Policy shall endeavor to amend any existing legal agreements with Delivery Partners as necessary to include the obligations set out in section 5.2 above.

V. The STIRS Collaborative Secretariat, as far as possible, following a risk-based approach, and within 12 months of the adoption of this Policy shall endeavor to amend any existing contracts with Counterparties for the procurement of goods and/or services concluded based on standard formats of contracts for the procurement of goods and/or services as necessary to include the obligations set out in section 5.2 above.

VI. The STIRS Collaborative Secretariat shall ensure that by no later than three months from the date of adoption of this Policy, its standard formats of contracts for the procurement of goods and/or services are updated to include the obligations set out in section 5.2 above and are used for procurement contracts concluded thereafter.

VII. With respect to Counterparties other than the ones referred to in section 9 above, within 12 months of the adoption of this Policy, the Secretariat, in consultation with the management, shall establish procedures and guidance, as appropriate, to identify the modalities through which, and the extent to which, the obligations set out in section 5.2 above should apply to such Counterparties and must be reflected

in future legal arrangements with such Counterparties, taking into account relevant factors that may include:

a. Whether the policies, rules, and procedures of such Counterparties, or laws applicable to them, set out principles and standards of protection substantially equivalent to the ones of this Policy;
b. The legal status, scope, and nature of the relationship of STIRS Collaborative with the Counterparty, including risk of SEAH arising from any such relationship and activities undertaken pursuant thereto;
c. The rules and practices of other international organizations, including multilateral funds and multilateral development banks Commercial practice and international law.

VIII. The management shall recommend improvements to this Policy and related procedures and controls to mitigate opportunities for SEAH in Fund-related Activities and ensure that Covered Individuals adhere to the Policy. The management shall also maintain and publicly disclose a case registry of reports including regarding SEAH, within the limitations of the STIRS Collaborative Policy on the Protection of Whistleblowers and Witnesses in force, and in accordance with relevant STIRS Collaborative policies and standards regarding information disclosure.

IX. Every three years, the Ethics and Audit Committee, with the support of the Secretariat, will present a report to the Board on issues related to the implementation of this Policy along with any recommendations for changes to it. Such reports will take into account new standards or policies developed and implemented by peer institutions and partners regarding the range of their activities.

10. Effective Date

I. This Policy shall come into effect following the approval of the Governing Board of the STIRS Collaborative.