

POLICY ON PROTECTION FROM SEXUAL EXPLOITATION, ABUSE, AND HARASSMENT (PSEAH)

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1 BACKGROUND

This Policy is replacing the Sexual Harassment Policy (2019) and draw learnings from the gender-based violence work We Effect has pursued over the last programme period.

Targeted Audience: All We Effect's employees and associates. In this policy 'associates' are defined as partner organisations, board members, interns, trainees, volunteers, contractors, or similar.

2 PURPOSE

- i. Establish a policy of zero tolerance for sexual exploitation, abuse, and harassment (SEAH) for We Effect's employees and associates, to ensure knowledge of PSEAH, the expected commitments and standards of conduct.
- ii. Create and maintain a safe environment in operations and programmes, free from SEAH, by taking appropriate preventive and responsive measures, internally, and in the communities We Effect has presence through own activities or through associates.

3 SCOPE

- i. The policy sets out We Effect's approach to prevent and to respond to SEAH. The policy applies to all employees and associates, both on-and off-duty in all interactions with others, whether internally, or externally with associates or member of the local communities.
- ii. The policy outlines the preventive measures to address, and responsive measure to apply if SEAH occurs, which is further described in the [Global Handbook for Incident Management](#).
- iii. The policy supplements a) the [Code of Conduct](#), with the specific purpose to clearly state We Effect's strong standpoint against any form of SEAH, and b) [Anti-corruption and Integrity policy](#), with the specific purpose to frame sextortion as sexual exploitation that falls within the legal framework of corruption.

4 POLICY STATEMENT

- i. We Effect holds zero tolerance towards SEAH. All We Effect employees and associates are always expected to uphold the highest standards of

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personal and professional conduct and provision of support in workplaces and communities, towards colleagues, associates, and community members.

- ii. We Effect acknowledges that SEAH violates human rights, harm rights holders' development, and are unacceptable behaviours and prohibited conduct for all development cooperation workers, including We Effect's employees and associates.
- iii. We Effect recognises that SEAH is a manifestation of power relations, embedded in harmful and constraining social norms, that can occur between people regardless of their respective gender, sexual orientation, gender identity or gender expression.
- iv. We Effect prevents and responds to SEAH with a do-no-harm approach that is i) rights-based, ii) age, disability- and gender sensitised, non-discriminatory, culturally appropriate, and iii) survivor-centred. A survival centred approach places the rights, wishes, needs, safety, dignity, and well-being of the survivor at the centre. This is done through the following guiding principles; informed consent, non-discrimination, confidentiality, safety, and respect to ensure full respect of the rights and best interests of survivor.
- v. We Effect engages in partnerships that are based on shared values and beliefs. We Effect expects and supports partner organisations to apply preventive and responsive measures to SEAH.

5 COMMITMENTS

SAFE ENVIRONMENT FREE FROM SEAH

- i. All We Effect employees and associates are obliged to create and maintain an environment which prevents SEAH and promotes the implementation of this policy. Managers are accountable at all levels to have specific responsibilities to support and develop systems which maintain this environment.
- ii. We Effect shall affirm that a) 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 defence, b) exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited, and c) any sexual relationship between We Effect employees or associates and targeted communities involved in partners projects / programmes that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of development cooperation work.

INCLUSIVE CONSULTATIONS & ADAPTATION TO LOCAL CONTEXT

- iii. We Effect will consult with partner organisations and local communities, including at-risk groups, to ensure that the systems put in place and measures taken for the prevention and response to SEAH are culturally

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appropriate and sensitive to the diverse vulnerabilities of community members.

- iv. The PSEAH preventive measures, reporting structure and support to survivors shall be adapted to the local contexts We Effect is operating in.

HUMAN RESOURCES

- v. We Effect will take appropriate measure to investigate SEAH allegations, as SEAH by We Effect employees and associates constitute acts of gross misconduct and are therefore grounds for termination of employment, verbal or written warning, suspension from duties. All SEAH allegations will be handled in accordance with the [Global Handbook for Incident Management](#).
- vi. We Effect shall have safe and PSEAH-sensitive human resources practices and processes in place during recruitment, contracting and performance management. This implies having standard zero tolerance to SEAH paragraphs in job announcements and agreements, asking ethical questions in interviews, having screening procedures in vetting, having selected applicants signing self-declarations not to have committed SEAH in the past and not to commit SEAH in their new role.
- vii. We Effect shall align the Human Resource processes and guidelines with the PSEAH policy, its reporting and response mechanism for SEAH allegations (disciplinary measures for proven allegations).
- viii. We Effect shall provide designated PSEAH focal points with specific terms of reference related to their PSEAH roles and responsibilities (outlined in the guidelines).

CONTRACTS WITH ASSOCIATES

- ix. We Effect shall commit to zero-tolerance in contracting associates, visible in standard clause of agreements where the associates are required to take measures to prevent and respond to SEAH. If they do not have appropriate policies and measures in place, We Effect will provide support. Any failure of the associates to take preventive measures against SEAH, to investigate allegations thereof, or to take corrective action when SEAH has occurred, shall constitute grounds for termination of any arrangement.

AWARENESS & KNOW-HOW FOR EMPLOYEES & ASSOCIATES

- x. We Effect shall ensure that employees know what PSEAH is, how to prevent it from occurring and know about the prompt actions in reporting any SEAH allegations and how to do safe and informed referral of survivors with a survival centres approach.
- xi. We Effect shall hold mandatory induction and refresher trainings for all employees and associates on the PSEAH policy and guidelines and provide specific training to employees likely to receive complaints on the relevant procedures and the alleged incident report.
- xii. We Effect will take communicative measures (in writing and verbally) to ensure that its employees and associates are informed of PSEAH.

ASSESSMENT OF SEAH IN OPERATIONS & PROGRAMMES

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- xiii.** We Effect shall ensure that risks of SEAH are properly assessed, addressed, and monitored through integrating PSEAH into its planning, programming, and operational processes and allocate sufficient human and financial resources for We Effect and partner organisations.
- xiv.** We Effect shall conduct inclusive risk analysis and assessments on SEAH with diverse representation from communities with heightened risk of SEAH while designing programme activities.

AWARENESS RAISING IN LOCAL COMMUNITIES

- xv.** We Effect will support partner organisations to organise awareness-raising sessions in the communities in which activities are implemented, on PSEAH and relevant policies and guidelines. Also, We Effect will support partner organisations in developing locally adapted communication materials.

ASSISTANCE TO SURVIVORS

- xvi.** We Effect shall ensure that there is knowledge amongst all staff at each office on how to and where to do referral of survivors. This means that each office should have an up-to-date list of local service providers with options for child and adult survivors.
- xvii.** We Effect shall strive to ensure that survivors of SEAH have access to assistance and support promptly after information about an allegation is received. Assistance and support shall be provided to the survivor in line with survivor-centred approach and shall further entail; a) provision of safety measures to protect against retaliation, secondary victimisation, and re-traumatisation, and b) services including, without being limited to, immediate medical and health care, dignity kits, mental health and psychosocial support, legal services, basic material assistance and support to children born because of SEAH.

REPORTING SEAH ALLEGATIONS

- xviii.** All We Effect employees and associates must promptly report all concerns or suspicions of SEAH by a fellow worker or associate via established reporting mechanisms.
- xix.** Incident management team report cases to back-donor, aligned to donor's requirements.
- xx.** We Effect shall have safe, confidential, and accessible mechanisms and procedures to report SEAH allegations. Information about an allegation will be shared only on a 'need to know' basis and written reports will be kept safely for the security of the survivor, the perpetrator, and the complainant.
- xxi.** We Effect shall together with partner organisations uphold a culture of confidentiality and a safe environment without any adverse or punitive action being taken against the complainant. Any kind of retaliation, or threat thereof, against anyone who reports or cooperates in any investigation process related to a SEAH allegation will not be tolerated. Similarly, actions for false and malicious allegations will be addressed.

ANNEX. A. DEFINITIONS

For the purposes of the policy:

- **Informed consent** is when permission is granted by the survivor, in full knowledge of the possible consequences, to share information of the allegation to other parties / services.
- **Protection** incorporates both prevention (the action of stopping SEAH from occurring) and response (ensure support in reporting and providing services to the survivor).
- **Sexual exploitation, abuse, and harassment (SEAH)** is the abuse or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes or the actual or threatened physical intrusion of a sexual nature by employee, associate, or other development cooperation workers, towards people in unequal power positions in workplaces or communities.
- **Sexual exploitation** is any actual or attempted *abuse of a position of vulnerability*, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another, sextortion. **Sextortion** is a form of corruption in which people entrusted with power seek to extort sexual favours in exchange for something within their authority to grant or withhold. It is a form of sexual exploitation. Non-conclusive examples of sexual exploitation are offering money, gifts, or a job in exchange for sex (sextortion), withholding due services or blackmailing for sex, hiring sex workers, or threats of sexual exploitation.
- **Sexual abuse** is the actual or threatened *physical intrusion* of a sexual nature, whether by force or under unequal or coercive conditions. Non-conclusive examples are unwanted kissing, touching, grabbing, or rubbing, threats of an unwanted sexual act, raping or attempted rape, any sexual activity with a child.
- **Sexual harassment** is any form of unwanted verbal, non-verbal or *physical conduct of a sexual nature* with the purpose or effect of violating the dignity of a person. Non-conclusive examples are ‘cat calling’, remarks of sexualised nature, inappropriate and unwanted touching, or groping, making gestures, showing text or images of sexualised content.
- **Survivor** is the person who is, or has been, sexually exploited, abused, or harassed. We Effect chose to refer to survivors rather than victims as this implies agency. However, We Effect apply self-definition that allow the person who has been subjected to SEAH to define as victim or survivor.