

**CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS**

**VOLUNTEER AGREEMENT  
including  
WAIVER, RELEASE, and INDEMNIFICATION**

**Farmer-to-Farmer Program**

For Assignments Outside The United States

I, \_\_\_\_\_, (the “Volunteer”) have agreed to participate in the Farmer-to-Farmer Program (the “Program”) funded by the U.S. Agency for International Development “USAID”) under a Leadership Award granted to Catholic Relief Services - United States Conference of Catholic Bishops (“CRS”). I understand that my participation in the Program will require my placement in \_\_\_\_\_ (the “Placement Country”) from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, inclusive. I understand that I am participating in the Program as a Volunteer, that I am not required to participate in the Program and that my participation is wholly voluntary. **I have read and understand the Consular Information and any Public Announcement issued by the United States Department of State on or before the date of this Agreement for the Placement Country, which reminds Americans of any ongoing threats of terrorism, violence and criminal activity there.** In spite of any such Public Announcement which remains in effect, I have decided to travel to The Placement Country and to participate in the Program there. In consideration of the opportunity to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

**1. Assumption of Risk, Release of Claims and Indemnification.**

(a) I understand and hereby acknowledge that I have carefully reviewed, fully understand and will abide by the directives and recommendations for Americans contained in the U.S. State Department Consular Information concerning travel to, in and around the Placement Country, as well as the Public Announcement, if any, currently in effect for the Placement Country; that I am aware of and understand the risks and considerable dangers of travel to, in and around the Placement Country, including but not limited to the dangers to my own health, life, personal safety and property posed by, among other things, crime (e.g., kidnappings, shootings, armed banditry, sexual assaults, other crimes of violence, acts of terrorism, assaults, burglary, extortion, carjacking, robberies, break-ins, pick pocketing, confidence games, credit card fraud, etc.), rebel and insurgent activity, terrorist bombings, violence, civil unrest, religious/ethnic tensions and violence, security concerns, other acts of terrorism, poor and unmaintained roads, and public transportation, and that such risks are associated with my participation in the Program, as well as with any activities I undertake which are not associated with the Program or sponsored or controlled by CRS, such as independent travel during vacation periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities. I further acknowledge that at times during the Program I may be many hours from the nearest medical care or treatment, that available medical treatment may not equate with the level

of care available in many U.S. hospitals, and that these conditions and the remoteness of some of my travel in the Placement Country may subject me to additional risks of injury, disease, death or damage to my personal property; and, that any injuries or damage I do sustain may grow more severe or lead to my premature death due to the remoteness of the location, the lack of quick access to quality medical care in some instances, and/or the poor quality of the roads or available transportation in some areas. **I HEREBY ASSUME, KNOWINGLY AND VOLUNTARILY, EACH OF THESE RISKS AND ALL OF THE OTHER RISKS WHICH COULD ARISE OUT OF OR FROM MY PARTICIPATION IN THE PROGRAM OR IN ACTIVITIES INCIDENT THERETO.**

(b) I, individually, and on behalf of my family, spouse, heirs, successors, assigns and personal representatives, hereby **RELEASE** and **FOREVER DISCHARGE** CRS, and its respective employees, agents, servants, officers, trustees, contractors and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, and any activities, excursions, side trips or field trips in which I participate during the Program, irrespective of whether or not they are sponsored, supervised or controlled by CRS in any manner.

(c) I, individually, and on behalf of my family, spouse, heirs, successors, assigns and personal representatives, hereby agree to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** CRS and its respective employees, agents, servants, officers, contractors, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with or related to my participation in the Program, any related or independent travel, and any activities, excursions, events or field trips in which I participate during the Program, irrespective of whether or not they are sponsored, supervised or controlled by CRS in any manner.

**2. Volunteer Responsibilities.** I acknowledge and understand that:

(a) I am responsible for performing all VOLUNTEER work **in a professional manner** assigned to me by CRS pursuant to the Program, and that my performance of such work shall be under the immediate supervision of the Farmer-to-Farmer Program Director in the Placement Country or his/her authorized representative;

(b) I am responsible for obtaining a passport **at my expense**;

(c) I am responsible, if CRS requests, for obtaining the required visa upon arrival in country, and that CRS shall reimburse me for the costs I incur in obtaining the visa;

(d) I am responsible for obtaining a medical pre-clearance from my physician, and I am required to be covered by a valid medical insurance policy, which I have accurately identified in the Addendum to this Agreement, and which is valid for coverage in the U.S. prior to and through at least the month following the assignment;

(e) I will not receive any monetary compensation from CRS for my participation in the Program; however, CRS shall provide me a *per diem* stipend to cover normal and customary living expenses;

(f) I am responsible for the payment of all personal expenses incurred during my participation in the Program and that I may not incur any expenses on behalf of CRS without prior written authorization;

(g) I am required to attend orientation sessions provided by CRS regarding the Program;

(h) I am required to comply with all applicable rules, regulations, policies and procedures of CRS;

(i) I am required to abide by the CRS “Social Media and Blogging Guidelines” for Farmer to Farmer Volunteers attached to this Agreement as Appendix B;

(j) I am required to behave at all times in a responsible, respectable, and mature manner.

**3. CRS’ Responsibilities.** I acknowledge and understand that:

(a) CRS is responsible for the arrangement and the payment of all costs related to my travel to, from, in and around the Placement Country, including without limitation transportation to and from my place of work, as well as for arranging and paying for my transportation from the airport to my housing accommodations upon my arrival in the Placement Country and for local field travel as required by CRS.

(b) CRS is responsible for securing and paying all costs related to my housing accommodations in the Placement Country.

(c) If the Placement Country requires visa application prior to travel, CRS shall pay for and assist procurement of all required visas prior to travel to the Placement Country;

(d) CRS shall provide me a per diem stipend to cover normal and customary living expenses.

(e) CRS shall arrange for and provide medical and emergency evacuation insurance coverage for me during my assignment in the Placement Country.

**4. Standards of Conduct; Termination.**

(a) I agree to abide by the individual and group standards appropriate to the cultural setting of the Program, including the laws and standards of conduct of the Placement Country, and to comply with CRS’ rules and regulations regarding behavior whether or not such rules and regulations are specific to the Program. I also acknowledge that I have read and understand my obligations as set forth in the CRS “Safeguarding” attached to this Agreement as Appendix A, and

that my signature on this Agreement substitutes for the signature required on the Acknowledgement form of that Policy.

(b) If my actions or behavior violate U.S., local, or national laws and/or CRS rules and regulations, or are judged to be injurious or an impediment to the Program, seriously offensive to the culture of the Placement Country, violative of or threatening to the rights or welfare of another and/or damaging to CRS's reputation, I acknowledge that CRS may, in its sole discretion, impose sanctions up to and including termination of this Agreement and my expulsion from the Program.

(c) Notwithstanding any other provision of this Agreement, either CRS or I may terminate this Agreement and my participation in the Program for any reason prior to the end of the assignment period upon written notice.

## 5. **Health and Safety.**

(a) I hereby represent and warrant that I have or will secure a policy of comprehensive health and accident insurance that provides coverage, throughout the duration of the Program for injuries and illnesses I sustain or experience, which will be valid for coverage in the U.S. prior to and through at least the month following the assignment in the Placement Country. I acknowledge and understand that I am responsible for providing CRS with documentation of such policy prior to my departure to the Placement Country. By my signature below, I certify that my health insurance policy will adequately cover me while in the United States, and I absolve CRS of all responsibility and liability for any injuries (including death), illnesses, claims damages, charges, bills, medical evacuation or repatriation costs, medical treatment costs and all other expenses I may incur as a result of my participation in the Program. I agree to report to CRS any physical or mental condition I have that may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.

(b) CRS may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I authorize CRS to take any such action, including but not limited to, admitting me to a hospital, consenting to the administration of anesthetics, the transfusion of blood and blood products, and surgery, and arranging for my medical evacuation. I hereby **RELEASE** and **DISCHARGE** CRS from any liability or responsibility for any injury, damage or expenses which might arise out of or in connection with such actions.

6. **Service Providers.** I understand and acknowledge that CRS does not assume any responsibility or liability for any delays, delayed or changed departure or arrival times, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries, losses, damages, weather, strikes, acts of God, circumstances beyond the control of CRS, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, violence, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodation, housing, transportation, restaurant, transportation or other service or for any substitution of housing or of common carriers or transportation beyond CRS's control, with or without notice. I understand and acknowledge

that CRS does not assume any responsibility or liability for damage or loss to my baggage and personal property not caused by CRS' negligence.

7. **Program Changes.** I understand that CRS reserves the right to make changes to the Program itinerary or to change, modify or cancel all or any part of the Program at any time and for any reason, with or without notice, and neither CRS shall be liable for any expenses or losses that I may sustain by reason of any such cancellation or change.

8. **Legal Problems.** I acknowledge and understand that should I have or develop legal problems with any foreign nationals or government while participating in the Program, I will attend to the matter personally with my own personal funds. CRS is not responsible for providing any assistance under such circumstances.

9. **Authorization to Use Image, Voice.** I give CRS permission to reproduce and use for educational or promotional purposes any and all photographs, videos, movies, or sound recordings taken of me during my participation in the Program.

10. **Ownership of Materials.** I acknowledge that any and all reports, manuals, letters, memoranda, articles and/or other documents I prepare during my participation in the Program (collectively, the "Documents") shall be considered and remain Intellectual Property jointly owned by me and CRS for the purposes of copyright. Notwithstanding the foregoing, I acknowledge that pursuant to 22 CFR 226.36, USAID reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Documents for Federal purposes, and to authorize others to do so.

11. **Employment.** I acknowledge and understand that I shall not be considered an employee of CRS, or any agency of the United States Conference of Catholic Bishops under any circumstances.

12. **Contact Information.** I acknowledge that I have provided accurate emergency contact information in the Addendum to this Agreement, and I hereby authorize CRS to contact those persons in the event of a medical or other emergency:

13. **Governing Law; Severability; Entire Agreement.** I agree that this Agreement shall be construed in accordance with the laws of the State of Maryland, which shall be the forum for any dispute concerning my participation in the Program. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. This Agreement represents my complete understanding with CRS concerning CRS's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with CRS on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

**I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement.**

ACCEPTED AND AGREED TO:

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

\_\_\_\_\_  
(Volunteer Signature)

\_\_\_\_\_  
(Printed Name)

ACCEPTED AND AGREED TO:

CATHOLIC RELIEF SERVICES  
UNITED STATES CONFERENCE OF  
CATHOLIC BISHOPS

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## CRS Policy on Safeguarding

Applies to: All Staff, Interns, Volunteers, Partners, Suppliers, Service Providers, and Visitors (Worldwide), and Board Members

Sponsor: EVP HR

Created On: June 1, 2020

Approved Revision: TBD

Expiration Date: December 31, 2022

*This policy supersedes CRS' Safeguarding Policy created November 1 2018.*

*Definitions within this policy supersede those referenced in sections A.1. and A.2. of the CRS Code of Conduct and Ethics (2018 Revision – V.7)*

### Purpose:

1. Safeguarding is the responsibility that all organizations have to ensure that their programs and staff, and those engaged by, or in service to, the organization, honor and protect the rights and dignity of all people—especially children and vulnerable adults—to live free from abuse and harm.
2. At Catholic Relief Services (CRS), this responsibility is paramount given that safeguarding is seen as an integral part of the mission and values of the Catholic Church and one that is firmly rooted in our belief that each individual has a unique worth created in the image and likeness of God.
3. Safeguarding is also fundamental to our identity as a humanitarian and development organization and our commitment of accountability to those that we serve - to creating and maintaining a culture of safety and preventing harm.
4. The purpose of this policy is to set a clear standard for those included in the scope of this policy, regarding their moral and legal obligations to treat all people with respect; to actively prevent all forms of harassment, abuse, and exploitation, including all forms of sexual misconduct and human trafficking.

## Scope:

5. The CRS Safeguarding Policy applies to all CRS staff, including CRS Board Members, **and “affiliates”**, which includes interns, volunteers, and visitors.<sup>1</sup>
6. CRS staff, Board Members and affiliates are expected to treat all people with whom they have contact with respect, to actively prevent all forms of harassment, abuse, and exploitation, including all forms of sexual misconduct and trafficking, and to ensure our programs do no harm to the communities in which we work. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.
7. Whereas many CRS policies vary across regions—contextualized to particular locations and cultures—the CRS Safeguarding policy is globally binding. As such, country programs need to ensure that this global policy is incorporated into local employment manuals and approved by local authorities, as applicable.
8. This policy applies to CRS staff activities and behaviors at work, outside work, and while on leave.
9. CRS is committed to work only with organizations/entities—partners, suppliers and service providers, including consultants—who are equally committed to the dignity of individuals and equally vigilant about preventing and addressing harassment, abuse, and exploitation. As such, this policy also applies to all CRS partners, suppliers and service providers.<sup>2</sup>

## Policy:

10. CRS is committed to creating and maintaining an environment—both in our workplace, in our projects, and in the communities in which we work—that promotes our core values and prevents the harassment, abuse, and exploitation of all with whom we interact.
11. All forms of harassment, exploitation and abuse, including sexual misconduct and trafficking, are prohibited conduct per this policy. Harassment and sexual harassment—as defined below—typically refers to prohibited conduct in the context of the workplace—for example, behavior by CRS staff or affiliates towards other CRS staff, affiliate, partner, supplier, or service provider staff; or partner, supplier or service provider staff conduct directed at CRS staff or affiliates.

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<sup>1</sup> See Definitions section below for description of groups included in these categories.

<sup>2</sup> See Definitions section below for description of entities included in these categories.



Exploitation and abuse, including trafficking—as defined below—typically refers to prohibited conduct by CRS staff, affiliates, partners, suppliers and service providers against all other persons, foremost children, vulnerable persons and CRS program participants.

## Prohibited Conduct:

### Harassment

12. General harassment is unwanted, unwelcomed and uninvited behavior that demeans, threatens or offends and results in a hostile environment. Harassment is typically targeted at an individual, or a particular group of individuals. This includes, but is not limited to, harassment based on race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, physical or mental disability or handicap, medical condition, protected veteran status, or genetic information and any other status protected by law.
13. General harassment is not sexual in nature and may consist of verbal or physical conduct that insults or shows hostility or aversion towards an individual or group of individuals. Some examples of conduct that may constitute harassment (but not limited to) are: (a) the use of derogatory statements, or abusive words or phrases, jokes, unwelcome pranks, slurs, negative stereotyping, or threatening, and other intimidating or hostile acts (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the organization's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.<sup>3</sup>

### Bullying

14. Bullying, defined as persistent and repeated mistreatment of one or more targeted persons by one or more perpetrators and includes (but is not limited to) threats; intimidation; public humiliation/name-calling; persistent and unwelcome teasing; abuse or use of power to undermine, humiliate or denigrate; intentional work interference/sabotage; or stalking. While harassment is usually based on protected characteristics

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<sup>3</sup> Adapted from *US Equal Opportunity Commission*.  
<https://www.eeoc.gov/laws/types/harassment.cfm>

and may be easier to spot, bullying can occur to anyone and may be more subtle and accumulative.<sup>4</sup>

## Sexual Harassment

15. Sexual harassment is a specific type of harassment which can cross age and gender boundaries and may include unwelcome sexual advances; request for sexual favor; verbal or physical conduct or gesture of a sexual nature; or any other behavior of a sexual nature that might reasonably be expected/perceived to cause offense or humiliation to another and when such conduct interferes with work; is made a condition of employment; or creates an intimidating, hostile or offensive work environment.<sup>5</sup> Sexual harassment can be verbal, physical or visual. It includes actions directed at an individual or actions observed by an individual.
16. Verbal: includes requests of a sexual nature made by one person to another. When from a supervisor or superior, these requests may demand or imply a condition of employment or compensation, either implicitly or explicitly, or when an employment decision is based on an individual's acceptance or rejection of such conduct. When from CRS to a partner or supplier these requests may imply a condition of continued cooperation, commercial or otherwise.
17. Physical: includes unwanted or inappropriate leering or touching of any kind, unwelcome sexual advances. Stalking may also be associated with sexual harassment.
18. Visual: includes the sharing or posting of images that create an offensive, hostile or intimidating environment or interferes with an individual's job performance. Examples include—but are not limited to—displays of sexually explicit or demeaning materials such as offensive pictures, cartoons, symbols, or items in the workplace.

## Exploitation

19. Exploitation is the use of force or other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability; or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person.<sup>6</sup>

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<sup>4</sup> Adapted from *Workplace Bullying Institute*: <https://www.workplacebullying.org>

<sup>5</sup> United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

<sup>6</sup> United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, 2004*.

Forms of exploitation:

20. Sexual Exploitation is any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.<sup>7</sup>
21. Child Labor is defined as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It includes work that is mentally or physically dangerous and/or interferes with their schooling.<sup>8</sup>
22. CRS Staff are prohibited from hiring children under the age of 15—regardless of any perceived benefit to the child or family—and prohibited from funding communities or programs in which child labor, as defined above, is occurring or condoned.

## Abuse

23. Abuse is a deliberate act of ill treatment that can harm a person's safety, well-being, dignity and development. It often involves individuals who have a relationship of responsibility and care for the victim including project staff, parents, guardians, teachers, community workers, health-care providers, religious leaders, friends or other children.<sup>9</sup>
24. CRS staff are prohibited from any form of abuse of an individual, foremost children, vulnerable adults and program participants.

Forms of abuse<sup>10</sup>:

25. Sexual abuse: actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.<sup>11</sup> All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse.
26. Physical Abuse: Non-accidental use of physical force that inadvertently or deliberately causes a risk of or actual injury or suffering. Physical force includes but is not limited to hitting, shaking, kicking, pinching,

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<sup>7</sup> United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

<sup>8</sup> International Labor Organization. <https://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/child-labour/lang--en/index.htm>

<sup>9</sup> Adapted from: *Better Care Network; Save the Children and UNICEF*.

<sup>10</sup> Adapted from United Nations Glossary on Sexual Exploitation and Abuse (24 July 2017) and Keeping Children Safe ([www.keepingchildrensafe.org.uk](http://www.keepingchildrensafe.org.uk)).

<sup>11</sup> United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

pushing/pulling, grabbing, burning, female genital mutilation, torture, and other physical acts.

27. Emotional Abuse: Harm done by persistent or severe emotional ill-treatment or rejection, such as degrading punishments, threats, bullying, and not giving care and affection, resulting in adverse effects on the behavior and emotional state of an individual or the behavior and development of a child or young person.<sup>12</sup>
28. Neglect/Negligent Treatment: Allowing for context and resources, the failure to meet the basic physical and/or psychological needs either deliberately or through negligence of a child or individual under the responsibility of the care giver/guardian. Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally-appropriate clothing and/or shelter; failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or providing inappropriate medical treatment (e.g., administering medication when not authorized); or failing to provide a safe physical environment (e.g., exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy, etc.).

## Trafficking

29. Trafficking in persons is a form of exploitation. Trafficking is defined as the recruitment, transportation, or receipt of persons by means of deception, coercion, threat, or force for the purpose of exploitation such as for labor, prostitution, or sexual exploitation.<sup>13</sup>
30. CRS places a special focus on anti-trafficking of women and children, given their specific vulnerability and given the cruelty and perversity to which trafficked women and children are particularly subjected.
31. The following are types of prohibited exploitative conduct that are common to human trafficking schemes, in accordance with the elements defined above: forced prostitution and child pornography; forced marriages; illicit organ trade; narcotics smuggling; forced begging or labor.
32. All CRS Staff are also prohibited from employment practices related to trafficking, including:

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<sup>12</sup> Caritas Internationalis. *Child Protection Policy Framework*.

<sup>13</sup> United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children*, 2000.

- a. Destroying, concealing, confiscating, or otherwise denying access to an employee's identity or immigration documents.
  - b. Using misleading or fraudulent practices to recruit employees such as failing to disclose key terms and conditions of employment or charging employees recruitment fees.
  - c. Using recruiters that do not comply with local labor laws or charging employees recruitment fees.
  - d. Failing to provide return transportation to any employee specifically brought to a country for the purpose of working on a project.
  - e. Providing or arranging housing that fails to meet host country housing and safety standards.
  - f. Failing to provide a valid employment contract or work document where required by law.
33. CRS also prohibits Staff from knowingly obtaining work-related goods or services that have been provided or produced by trafficked or forced labor.

### Sexual Activity

34. All sexual activity with a child, defined as a person younger than 18 years of age, is considered sexual abuse and is prohibited regardless of the age of majority or consent locally. Mistaken belief in the age of a child is not a defense.
35. In order to prevent sexual exploitation from occurring, CRS prohibits CRS Staff, Board Members, and affiliates, from buying sex (prostitution) by offering money, gifts, or other material support, regardless of the age or affiliation of the individuals selling sex.
36. Sexual relations between aid workers and program participants (of any age) are prohibited and are grounds for termination. The only exception is a mutual relationship between a local country program staff member<sup>14</sup> and a local program participant; in such a case, the employee must fully disclose the relationship to their supervisor, human resources, or the Country Representative at the outset of employment or the relationship.<sup>15</sup>

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<sup>14</sup> Local country program staff member defined here as a CRS country program employee.

<sup>15</sup> Relationships between a local country program staff member and a local program participant should be disclosed using Relationship Disclosure Form and added to the staff member's personnel file. Further action may be necessary, i.e. where a Conflict of Interest is also present, but will be at the discretion of the Country Representative and Human Resources.

37. All staff must always ensure their relationships with program participants or potential program participants do not involve any form of sexual exploitation or abuse.

### Partners, Suppliers and Service Providers

38. All agreements with partners must include the CRS Safeguarding Policy as an addendum and a provision in their agreement requiring adoption of the same or equivalent policy for their own organization. Partner agreements must also include, at a minimum, provisions requiring mandatory reporting to CRS of any allegations involving trafficking of persons, abuse or exploitation that pertain to programming or staff funded by CRS, or allegations that are not directly related to the programming or staff funded by CRS, but could be reasonably expected to impact the relationship between the partner and CRS, or the reputation of the partner or CRS.<sup>16</sup>
39. All suppliers and service providers must sign CRS' Supplier and Service Provider Code of Conduct and adhere to any safeguarding specific terms and conditions within the supplier or service provider contract.

### Reporting

40. All CRS Staff, Board Members, and affiliates are obligated to report any concerns or suspicions of any forms of harassment, abuse and exploitation described above involving CRS Staff, Board Members, affiliates, partners, program participants, suppliers, service providers or aid workers associated with another organization. The concern may be a result of witnessing the incident, being told of it, or being the object of it.
41. All such required reporters should report all concerns through any of the following channels:
- Human resources (HQ or country program)
  - Supervisor
  - The Country Representative
  - Country program safeguarding designate<sup>17</sup>
  - Regional team: Regional Director, Deputy Regional Director for Management Quality, Deputy Regional Director for Program Quality

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<sup>16</sup> These are the minimum CRS partner provisions on reporting; however, some donors, such as DFID, may require broader reporting, i.e. to include workplace harassment. Therefore, partner reporting provisions may be more robust to meet donor standards.

<sup>17</sup> Country programs are encouraged to identify and communicate to all staff a safeguarding designate following guidelines provided by Ethics Unit.

- Safeguarding Ethics Unit colleagues: Safeguarding Director, Safeguarding Advisor
- The CRS whistleblower site where staff may submit an online report with option of anonymity.<sup>18</sup>
- Email: [alert@crs.org](mailto:alert@crs.org)
- Skype: 1-866-295-2632
- Mail: (mark “Confidential”)
  - Attention:
  - General Counsel
  - Catholic Relief Services
  - 228 W. Lexington Street
  - Baltimore, MD 21201

42. If an allegation involves physical assault or includes an imminent threat to physical safety, country program leadership or CRS’ Safety and Security Director may be the first point of contact, prior to reporting on the Whistleblower site. For any allegations received through the Whistleblower site with significant security concerns, CRS’ Safety and Security Director will be consulted.
43. Otherwise, all recipients of safeguarding allegations must log the case onto the Whistleblower site within 24-hours of occurrence or upon learning of the violation, unless the allegation concerns Ethics Unit or Human Resources staff.
44. Allegations concerning Ethics Unit staff should be reported directly to the Human Resources Director or Vice President of Human Resources. Any allegation concerning Human Resources staff may be reported directly to the Ethics Unit Director or CEO.
45. The reports of alleged safeguarding violations should include as much information as is readily available, such as:
  - Date, time and location of the incident
  - Nature of what happened
  - Any immediate help or actions required
46. Intentional false or malicious reporting may result in disciplinary action.
47. CRS is committed to ensuring that program participants—and members of communities in which they live—are aware of what staff behavior is

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<sup>18</sup> While anonymous reports are allowed, they can sometimes make follow-up difficult or impossible. Ethics Unit would work with the reporter and/or victim/survivor to address their concerns on safety, security and well-being to allow an investigation to proceed.

acceptable and how they can raise their concerns or questions in a confidential and secure manner. CRS will ensure communication is systematic throughout project planning; and community-based feedback and response mechanisms are established.

## Investigation

48. CRS has zero-tolerance for inaction on Safeguarding allegations, which means all allegations will be promptly assessed and either referred to the appropriate agency (if an allegation involving another aid organization), investigated or otherwise addressed as appropriate to the type of allegation raised. This includes the investigation of credible allegations of an egregious<sup>19</sup> nature pertaining to staff members no longer employed by CRS.
49. Staff, Board Members and affiliates are obligated to fully cooperate with an investigation. Allegations will be investigated in a safe and confidential, timely, thorough, and professional manner using CRS investigative protocols as outlined within the End-to-End/Safeguarding Allegation Management (SAM) Procedures.
50. The reporter and survivor (if not the reporter) will be notified of the steps that will be taken to assess the allegation. The survivor will also be provided with updates on the status of the case.
51. *Under no circumstances, should any of CRS Staff assess or investigate an allegation or a reported allegation on their own, outside of standard reporting protocols.*

## Confidentiality

52. CRS acknowledges and respects the courage and trust associated with reporting allegations of misconduct. To the extent possible, CRS seeks to maintain the confidentiality of allegations, survivor/victim, reporter, witnesses and subjects of complaint, understanding confidentiality can be critical to safety/security, reputation and well-being.
53. It is important for all reporters to understand, however, that CRS may be legally mandated to follow up on certain allegations (with donors, or

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<sup>19</sup> Egregious refers to those allegations that:

- 1) were they to be substantiated would otherwise result in serious disciplinary measures such as (but not limited to) termination; and/or
- 2) information available to the Agency suggests that the alleged conduct has had a demonstrably detrimental impact on the survivor.

The Safeguarding Director or their designate is responsible for determining if an allegation pertaining to a staff member no longer employed by the Agency reaches the threshold of egregious.



authorities in case of potential criminal offense) and that strict confidentiality cannot always be guaranteed due to the organization's moral and/or legal obligation to report and investigate.

54. CRS staff or others involved in an investigation (including the reporter, the subject of the complaint, the investigator(s) and anyone interviewed as a witness) have a duty to manage sensitive information in a manner that is respectful, professional, and that complies with applicable law, which may vary by location. Staff must keep all information about any suspected or reported incidents strictly confidential and divulge information only to a designated investigator. Failure to maintain confidentiality may be grounds for disciplinary action. The only exception being in instances where a survivor needs to disclose information in order to access necessary support and services.

### Support to Survivors and Safety/Security

55. The support CRS provides to survivors will be in line with global ethical guidelines for timely, confidential, survivor-centered care that is responsive to the survivor's needs and preferences, while fulfilling organizational duty of care to staff and those that we serve. CRS will seek to protect survivors from stigma, discrimination, retaliation or other harmful consequences.
56. CRS will provide immediate and appropriate support to survivors of harassment, exploitation and abuse regardless of whether a formal internal response is carried out (such as an internal investigation). Support may include specialist psychosocial counselling<sup>20</sup>, a medical or legal referral, support to address security concerns, and/or access to other support, as needed and appropriate.
57. Further, in the case when CRS or the reporter believe that an investigation could put the reporter, survivor, witnesses or anyone else in danger, CRS will take reasonable steps to protect the safety and security of those at risk.

### Non-Retaliation

58. Neither CRS nor its Staff will retaliate—in the form of an adverse employment action or harassment—against any individual reporting an allegation in good faith or participating in an investigation. Any form of

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<sup>20</sup> For expatriate staff, options may include Employee Assistance Program and Headington Institute; for country program staff, options may include The KonTerra Group or locally sourced referral options.

retaliation may result in disciplinary action up to and including termination.

#### Adherence:

59. Full compliance with this Safeguarding policy is expected of all CRS Staff, Board Members, and affiliates. Failure to adhere to the provisions stated above may result in a range of actions and consequences, which for staff could include (but is not limited to): verbal warnings, written warnings, mandatory training or counseling, suspension, and/or termination of employment. Serious misconduct such as sexual abuse and exploitation as well as persistent and severe forms of harassment are cause for immediate termination.
60. Knowingly facilitating or aiding another aid worker to perform acts of exploitation or abuse is strictly prohibited and will be addressed in the same manner as when such an activity is undertaken directly by CRS Staff.
61. Depending upon the misconduct, context and local laws, CRS may report allegations and CRS investigative findings to donors and local law enforcement authorities.

#### Interpretation and Questions:

62. Questions on the interpretation of this policy—and any other questions—can be directed to the Ethics Unit Safeguarding Director.

#### Definitions:

- **Affiliate:** includes any US-based or overseas intern or volunteer working in service to CRS over a period of time, whether paid or unpaid, including Global Fellows, university interns, and others with a similar type of relationship to CRS. Also includes visitors; any individual working in a CRS office or traveling with or on behalf of CRS, regardless of their affiliation to the organization, which includes public and private donors, trustees, university faculty, seminarians and others with a similar association to CRS.
- **Abuse:** a deliberate act of ill treatment that can harm a person's safety, well-being, dignity and development. It often involves individuals who have a relationship of responsibility and care for the victim including project staff, parents, guardians, teachers, community workers, health-care providers, religious leaders, friends or other children.<sup>21</sup>

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<sup>21</sup> Adapted from: *Better Care Network; Save the Children and UNICEF.*

- Bullying: persistent, repeated and targeted mistreatment of one or more persons by one or more perpetrators that may include threats; intimidation; public humiliation; persistent and unwelcome teasing; and/or abuse or use of power to undermine or humiliate.
- Child: anyone under the age of 18 years of age.
- Child Abuse: all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or other exploitation, resulting in actual or potential harm to the child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power.<sup>22</sup>
- Child Labor: work that deprives children of their childhood, their potential and dignity. It includes work that is mentally or physically dangerous and/or interferes with their schooling.
- Emotional Abuse: harm done by persistent or severe emotional ill-treatment or rejection, such as degrading punishments, threats, bullying, and not giving care and affection, resulting in adverse effects on the behavior and emotional state/development of an individual or child.<sup>23</sup>
- Exploitation: the use of force or other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability; or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person.<sup>24</sup>
- Harassment: unwanted, unwelcomed and targeted behavior (may be verbal or physical conduct) that demeans, threatens or offends and results in a hostile environment. Usually, but not always, based on protected characteristics (race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, physical or mental disability or handicap, medical condition, protected veteran status, or genetic information and any other status protected by law).
- Neglect/Negligent Treatment: Allowing for context and resources, the failure to meet the basic physical and/or psychological needs either deliberately or through negligence of a child or individual under the responsibility of the perpetrator.
- Partner: any entity formally engaged by CRS (under a grant, contract, cash contribution or memorandum of understanding) to implement programmatic deliverables for the purposes of improving outcomes of vulnerable populations.<sup>25</sup>

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<sup>22</sup> World Health Organization. 1999.

<sup>23</sup> Caritas Internationalis. *Child Protection Policy Framework*.

<sup>24</sup> United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, 2004*.

<sup>25</sup> Entity may be local non-profit; community-based, faith-based or civil society organization; international non-profit or for-profit; academic institution; local or national government.

- Physical Abuse: non-accidental use of physical force that inadvertently or deliberately causes a risk of or actual injury or suffering. Physical force includes but is not limited to hitting, shaking, kicking, pinching, pushing/pulling, grabbing, burning, female genital mutilation, torture, and other physical acts.
- Service Provider: entity that provides services in exchange for payment, term most frequently used for specific categories of businesses such as consulting, legal advice, and telecommunications.
- Sexual Abuse: actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.<sup>26</sup> All sexual activity with a child is considered sexual abuse.
- Sexual Exploitation: any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.<sup>27</sup>
- Sexual Harassment: a specific type of harassment (may be verbal, physical or visual) which can cross age and gender boundaries and may include unwelcome sexual advances; request for sexual favor; conduct or gesture of a sexual nature; or any other behavior of a sexual nature that might reasonably be expected/perceived to cause offense/humiliation, and when such conduct interferes with work; is made a condition of employment; or creates an intimidating, hostile work environment.<sup>28</sup>
- Stalking: unwanted and/or repeated surveillance by an individual or group toward another person. Stalking behaviors are interrelated to harassment, bullying and intimidation and may include following or monitoring the victim.
- Supplier: entity that provides goods or services to another business or directly to the customer.
- Survivor: a person who has experienced or has been exposed to a safeguarding concern. “Survivor” is generally preferred in the psychosocial support sector - in contrast to the term victim - because it implies resilience.
- Survivor-Centered Care: care that is responsive to a survivor’s needs and preferences, and seeks to protect survivors from stigma, discrimination, retaliation or other harmful consequences.

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<sup>26</sup> United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

<sup>27</sup> United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

<sup>28</sup> United Nations. *Glossary on Sexual Exploitation and Abuse*, Second Edition, 24 July 2017.

- Trafficking: the recruitment, transportation, or receipt of persons by means of deception, coercion, threat, or force for the purpose of exploitation such as for labor, prostitution, or sexual exploitation.<sup>29</sup>
- Victim: a person who has experienced or has been exposed to a safeguarding concern. “Victim” is a term often used in legal and medical sectors.
- Vulnerable Adult: individuals whose life circumstances (e.g. poverty, education), and/or as a result of discrimination based on physical or social characteristics (sex, disability, age, ethnicity, religion, sexual orientation, etc.), have a reduced ability to withstand the adverse impact of external stressors.<sup>30</sup>
- Zero tolerance: implies all allegations are assessed, investigated as needed, and appropriate action is taken.

#### Related Policy and Resources:

- Code of Conduct and Ethics
- CRS Whistleblower Policy
- Safeguarding Policy Roll-Out Priorities

#### Key Words:

Safeguarding, conduct, harassment, bullying, sexual harassment, abuse, exploitation, child labor, trafficking, survivor, confidentiality, investigation, retaliation.

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<sup>29</sup> United Nations. *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children*, 2000.

<sup>30</sup> European Union. Humanitarian Aid definition.



# CODE OF CONDUCT and ETHICS

adopted December 6, 2018 [V.7.2]

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## PURPOSE

To ensure that all CRS Employees, Affiliates, and Board Directors are aware of the agency's Code of Conduct and Ethics and CRS' commitment to the highest standards of personal integrity, moral conduct, ethics, and accountability to those we serve. In addition, the agency will implement and require appropriate training on this Code of Conduct and Ethics for its various constituencies.

## SCOPE

1. All CRS employees: US-based, Expatriate, and Country Program staff ("Employees")
2. All Volunteers and interns in service to CRS ("Affiliates").
3. All members of the CRS corporate Board and the CRS Foundation Board of Directors.
4. CRS encourages consultants, contractors and project partners to have or develop a Code of Conduct and Ethics substantially similar to this CRS policy, and receive training on the same. In the absence of such a policy and training, such consultants, contractors and project partners are encouraged to voluntarily adopt and train their staff on this CRS policy.
5. CRS expects and requires all subcontractors, for contracts funded and awarded by the United States government, to have or develop a Code of Conduct and Ethics substantially similar to this CRS policy, and receive training on the same. In the absence of such a policy and training, such consultants, contractors and project partners are expected to voluntarily adopt and train their staff on this CRS policy.

## INTRODUCTION

This Code of Conduct and Ethics outlines CRS' commitment to the highest ethical standards to serve with respect and integrity, promote dignity and model stewardship. It aligns with and amplifies existing CRS values, policies and procedures, guiding principles, and the laws and regulations that govern our operations. The teachings of the Catholic Church are central to CRS' identity, and those teachings resonate with many of the other great religions of the world. Our Code has further been informed by and developed to reflect the Caritas Internationalis Code of Ethics which prescribes the basic values and institutional practices of Caritas organizations.

The Code of Conduct and Ethics represents our commitment to creating and maintaining an environment that respects and values CRS employees, partners, donors, and beneficiaries. Upholding ethical standards helps us to maintain compliance with legal, regulatory, and donor requirements. At the same time, our commitment and values call us to do more by acting responsibly and with integrity, making good judgments, and always striving to do no harm in our service to others.

All who are associated with CRS have the responsibility to uphold this Code of Conduct and Ethics. While it does not address every situation specifically, the Code of Conduct and Ethics provides the guidance we need to conduct our work ethically, with integrity, and in a manner that is consistent with CRS' values. The standards outlined here have been the pillars of our success since we were established in 1943. Our reputation and future success rests in each one of us doing our part to promote ethics, integrity, and respect when serving others and in our decision-making. The agency will monitor and update the policy and related documents as necessary, including a comprehensive review at a minimum of every three years.

## **A: Maintaining Safety and Wellbeing**

Our standards on respect, safety, and wellbeing are the core values that inspire our mission, and in turn contribute directly to our success. CRS' Code of Conduct and Ethics is about maintaining respect, safety, and wellbeing of all those we work with and serve. We must all work together to maintain an environment that promotes respect for everyone at work, and for all beneficiaries, partners, and donors with whom we serve and work. The agency and all employees must know and maintain the following standards and procedures for safety, respect and wellbeing.

### **A.1. Protecting Children and Vulnerable Adults**

CRS promotes the wellbeing of individuals to realize their full human potential, in solidarity with others, respecting the dignity of every person and caring for the most vulnerable and marginalized. Our policy on protection establishes standards, practices, procedures, and responsibility to protect children and vulnerable adults from abuse and exploitation. For more information, please refer to the [Policy on Safeguarding](#).

### **A.2. No Harassment**

CRS is committed to providing a work environment that is free from harassment, thereby promoting the dignity and equality of the human person. Harassment interferes with an individual's wellbeing, work performance, and dignity and will not be tolerated. Harassment of co-workers, counterparts, and beneficiaries is equally prohibited. Harassment includes verbal, physical, visual, electronic, or other forms of intimidation, hostility, or offensive conduct. It may be based on race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, physical or mental disability or handicap, medical condition, protected veteran status, or genetic information and any other status protected by law. Harassment does not include expressing or explaining Catholic teaching, establishing or implementing policies that are based on Catholic teaching, or exercising CRS' right to prefer the employment of Catholics for some positions. For more information, please refer to the [Policy on Safeguarding](#).

### **A.3. Responsible use of social media**

CRS encourages the use of social media in ways that are consistent with its Guiding Principles and ensure the safety, privacy, and human dignity of employees, partners, and beneficiaries.

For more information, please refer to the [Social Media Policy](#) (CRS Social Media Policy, POL-HRD-GEN-0015).

#### **A.4. Non-discrimination**

The success of CRS is directly related to the trust and credibility we inspire by ensuring a work environment free from unlawful discrimination. CRS is committed to equal employment opportunity and to the development of talent and learning of a workforce with diverse skills and experiences. No discrimination will be tolerated under any circumstances at any locations. Specifically, discrimination on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability, marital status, genetic information, or any other characteristic protected by law is prohibited. This prohibition covers all terms, privileges and conditions of employment including, without limitation, recruitment, hiring, assignment, compensation, promotion, discipline, and termination. However, conduct at odds with Catholic teaching may influence some CRS employment decisions. Additionally, some positions may require a CRS employee to be a US citizen and some positions require that an employee be in full communion and good standing with the Catholic Church. For more information, please refer to the [Equal Employment Opportunity Policy](#) (Equal Employment Opportunity, POL-HRD-EMP-0019).

#### **A.5. Prohibited drug use, substance abuse, and smoking**

CRS promotes a drug free workplace. All employees and contractors are expected to comply with CRS' policy on a drug-free workplace. The agency is committed to a work environment that is free from substance abuse (alcohol and drugs). CRS reserves the right to require drug testing upon reasonable suspicion of an employee's use or abuse of drugs or a controlled substance in violation of its policies. To protect and enhance our indoor air quality and to contribute to the health and well-being of all employees, all CRS offices are smoke free. No smoking or other use of tobacco products (including but not limited to cigarettes, pipes, snuff, chewing tobacco, or electronic smoking devices) is permitted in any part of any CRS office or vehicle. For more information, please refer to the policies on [Drug-Free Workplace](#) (Drug-free Workplace, POL-HRD-GEN-0008), [Substance Abuse](#) (Substance Abuse, POL-HRD-GEN-0007) and [Smoking](#) (Smoking, POL-HRD-GEN-0004).

#### **A.6. Prevention of Trafficking in Persons**

CRS strictly prohibits human trafficking in all forms. Neither CRS nor any employee, subcontractor, vendor, or agent is permitted to engage in certain activities or practices that constitute, encourage, or support human trafficking. For more information, please refer to our policy on [Safeguarding](#).

### **B: Protecting Assets; Safeguarding Confidentiality**

All CRS Employees and Affiliates share a duty and responsibility to safeguard confidentiality and use resources justly, equitably, and efficiently in accordance with applicable guidelines, laws, and regulations. For more information, please refer to our policies on [Workplace Conduct](#) and on [Dismissal for Cause](#) (General Workplace Conduct Policy, POL-HRD-GEN-0009; Dismissal for Cause Policy, POL-HRD-EMP-0017).



### **B.1. Protecting assets and property**

Employees shall protect agency assets and property at all times. CRS' assets and property include time, proprietary information, funds, and equipment. Illegal or criminal use of agency property or assets is prohibited. An employee is expected to, among other things:

- Give the time needed to fulfill their job responsibilities;
- Take reasonable care of CRS' property so that it is not damaged, misused, wasted, lost, or at risk of being lost;
- Advance CRS' legitimate work interests whenever opportunities arise; and
- Protect CRS' confidential and proprietary information and intellectual property.

### **B.2. Safeguarding confidentiality**

All CRS Employees and Affiliates, both during and after employment, are required to safeguard the agency's confidential, proprietary, and/or sensitive material and information that they have access to. Such material and information includes but is not limited to:

- Human resources information including employee personnel records and terms of employment;
- Donations, donor records, and funding agreements;
- Supplier lists, proposals, agreements, confidential pricing data;
- Confidential information and materials obtained from staff meetings, department projects, management meetings or other sources;
- Computer systems and software data including electronic computer passwords or other security codes that allow access to private personnel data or to any information contained in confidential records or reports;
- Access code and password for electronic banking (including electronic fund transfers, mobile banking, corporate credit cards, pre-paid debits cards and others);
- Reports of abuse, exploitation, fraud or other violations of CRS standards;
- Intellectual property such as designs, ideas, brand, and copyright materials
- Financial records and documentation;
- Legal records and legal correspondence; and
- Any other information marked confidential or which is by its nature confidential.

### **B.3. Privacy**

CRS is committed to protecting employee privacy. To this end, CRS maintains employment files in a secure and confidential manner under the Human Resources department. Employees have a right to review their employment files with a request to the human resources personnel in their Country Program, their Country Representative, their Deputy Regional Director MQ, or the Director of Human Resources in Baltimore HQ. When required by law, and in compliance with applicable regulations, third parties or government agencies may also be permitted to view the employment files. CRS maintains the integrity of employee payroll information. The agency's health benefits plan complies with the privacy rules and provides employees with notices that explain the participants' rights.

## **C: Transactions and Procurement Ethics**

The importance of performing due diligence in all our transactions and procurement is critical to maintaining our success and reputation. Our mission at CRS to help the poor around the world involves serving within complex regulations worldwide, and with a requirement for accountability to beneficiaries, partners, and donors. The following standards and procedures are essential to

carry out our mission and to maintain responsible stewardship of the resources entrusted to our organization.

### **C.1. Financial Integrity**

CRS has a responsibility and legal duty to protect financial assets and resources. To maintain financial integrity, employees shall comply with all applicable CRS standards and policies in recording, retaining, and reporting financial information. Financial data and records shall be maintained as current, accurate, and complete. Record-keeping procedures will be timely to ensure that all costs are properly charged and reported, and to maintain compliance with policies and financial and accounting standards, donor requirements, and legal regulations and laws.

For more information on financial integrity, refer to the following:

- [Finance Manual](#) (CRS Manual: Finance Policies and Procedures, February 2015).
- [Transaction Documentation](#) (Transaction Documentation Policy, POL-FIN-DOC-008).
- [Finance Ethics Procedure](#) (Code of Finance Ethics Procedure, PRO-FIN-ETH-003).

### **C.2. Internal Controls**

All of CRS' work must be conducted within an environment of internal control, in accordance with existing policies and guidelines. The organization's internal controls and operating procedures are intended to detect, prevent, deter, and, where appropriate, disclose improper activities and misuses of those resources. CRS' internal controls shall be effected by the board of directors, management, and other personnel, designed to provide reasonable assurance in all of our operations, reporting, and compliance.

All employees shall maintain sound internal control over CRS' resources and activities, to cost-effectively reduce the risk of loss or misuse of funds or property to an endurable level. All transactions must be properly recorded in appropriate books in order to avoid potential weaknesses in internal controls and to comply with stated CRS policies and procedures. The agency shall maintain risk assessment to ensure timely identification, analysis and management of risks to the achievement of our mission. Information, communication systems and monitoring processes shall be used for timely exchange of information and to assess the quality of internal control performance and learning. In the event that CRS' books, records, and systems are reviewed, audited, or investigated by a Government agency, CRS employees will provide full cooperation with the Government agency responsible for any such audit, investigation, or review.

### **C.3. Procurement of goods and services**

CRS is committed to the procurement of goods and services in a manner that maximizes contribution to and support of our customers worldwide and the agency's strategic objectives in both normal and emergency situations. All goods and services shall be procured in accordance with agency procurement policies and procedures, and through optimized purchasing economies of scale, use of leading-edge technologies and concepts, ethical sourcing, and highly professional practice at all levels.

#### **Procurement contracts and agreements**

Procurement contracts or agreements shall be used as the legal instrument to effect the purchase of goods or services. Procurement contracts and agreements establish legally enforceable promises, offered and accepted by the parties, supported by the exchange

of things of value (e.g. goods, services, money). Procurement contracts can be formal contracts or in the form of a Purchase Order (PO) as defined in CRS policies.

### **Purchases**

All employees who are involved with procurement transactions are required to follow the policies and procedures of CRS when committing agency funds for purchases. Purchases must be pursued in accordance with the Global Procurement Manual to reduce agency liability, verify that the agency is paying the best possible terms for goods/services, and ensure adherence to donor requirements. Purchases shall be conducted in a timely fashion and documented even in situations of rapid response emergency, taking into account CRS' three key purchasing factors: quality, delivery, and price.

### **Suppliers**

CRS regards suppliers as partners, and as such, it is important to maintain an atmosphere of honesty and integrity in working with them. Selection of suppliers shall be ethical, based exclusively on quality, service, price, and suitability to the agency's needs. Employees directly responsible for purchasing shall not have any personal or family interest, involvement, or financial relationship with a supplier that might impair objectivity or freedom of judgment. Ethical sourcing of suppliers shall be maintained, in compliance with the guidelines and policies set out by CRS' procurement policies and procedures. The Global Procurement team and local Country Programs are to maintain a solid and reputable supplier base. Employees should avoid using CRS suppliers for personal needs.

### **Consultants and Contractors**

Consultants and independent contractors working for CRS are not employees and so their terms of service shall be outlined in a consultancy agreement reviewed, processed, and approved through HQ/Baltimore Human Resources or local Country Program policy. Consultants may not supervise agency personnel nor is the consultant's day-to-day work subject to supervision by Employees of the agency. Consultancy services shall be outlined in the Scope of Work with deliverables that do not include work that is normally done by employees.

For more information on procurement of goods and services, refer to:

- [Global procurement manual](#) and Global Procurement Policies [Approved Supplier List](#) policy, POL PUR SUP 001; Procurement Policy Executive Summary, POL-PUR-SUM-001; Procurement Contracts, POL-PUR-POS-001; return procedure, PRO-PUR-RETURNS Procedure).
- [Consultants \(Independent Contractors\) Policy](#): (Consultants/Independent contractors, POL-HRD-EMP-0004).

## **C.4. Conflict of Interest, fraud or corruption**

Our CRS values and guiding principles commit us to avoid conflict of interest, and to never accept any form of fraud or corruption in compliance with operational regulations.

### **Conflict of Interest**

CRS has confidence in the integrity of its employees but recognizes the possibility that conflicts of interest may arise. It is the policy of CRS that no employee shall take any

action or make any statement intended to influence the action of another, including donors and beneficiaries, to benefit the personal interest of the employee or the employee's family members, rather than the interest of the agency. If you are in doubt as to whether an activity could be regarded as a conflict of interest, you must seek clarification from your immediate supervisor, human resources personnel in your Country Program, your Country Representative, your Deputy Regional Director MQ, or from the Director of Human Resources in Baltimore HQ.

In compliance with CRS' governance policy, CRS Board members and "key employees" are required to file an annual Conflict of Interest disclosure with the Corporate Secretary.

### **Gifts, Entertainment and Hospitality**

CRS employees shall not solicit, request, accept, or agree to accept any significant gift from a CRS partner or prospective partner. A significant gift is defined as any tangible item, service, favor, credit, or discount of value, not available to others, that could influence decisions and actions. No monies are to be accepted as a personal gift for any reason whatsoever. In addition, CRS' funds shall not be used to provide gifts to any partners or any other groups in order to influence decisions or planning related to pending projects. CRS employees are prohibited from offering or accepting any work-related entertainment or hospitality including meals or travel, unless it is permitted by law or regulation. Offers of entertainment and hospitality from CRS suppliers shall be declined tactfully, but clearly. For more information, please refer to our policy on [Parties and Gifts](#) (CRS Funded Parties and Gifts Policy, POL-HRD-GEN-0013).

### **Fraud or Corruption**

It is never permissible to offer anything of value for corrupt purposes, such as obtaining favorable treatment with a respective beneficiary or partner. CRS prohibits Fraud whose definition within the framework of Fraud Allegation Management (FAM) procedure is: "An act or course of dishonesty, an intentional concealment, omission, or perversion of truth, to gain unlawful or unfair advantage, induce another to part with some valuable item or surrender a legal right, or inflict injury in some manner." The examples of fraud are bribery, kickbacks and gratuities, collusive behavior between vendors and employees, false claims, embezzlement, and the types of theft that are the direct or indirect result of fraudulent actions.

CRS prohibits employees from offering, soliciting, or accepting any bribe, whether dealing with government officials, political parties, or representatives of commercial organizations. "Bribery" does not mean just money, but anything of value; including gifts, entertainment, or other favors solicited or received for an improper purpose. This same integrity is expected from all third parties, agents, and any other partner.

### **Compliance with the U.S. Foreign Corrupt Practices Act (FCPA):**

CRS complies with the United States Foreign Corrupt Practices Act (FCPA). The FCPA prohibits agencies and individuals from corruptly offering, promising or giving anything of value to a Foreign Official\* to assist the agency or individual in obtaining or retaining

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\* "Foreign Official" includes: a) an officer or employee of any non-U.S. federal, state, municipal, or other government, department, agency, or instrumentality; b) a political party or party official; c) a candidate for a foreign political office; d) an officer or employee of: • a public international organization or any department or agency thereof, e.g., United Nations, World Bank, IMF, • an organization that is affiliated with one or more foreign governments, • a commercial business, enterprise or other organization that is owned or controlled by a foreign national, regional or local government; e) a consultant, advisor, contractor, or agent of any of the above that  
(continued)

business or to obtain any improper advantage. It is also unlawful for any CRS employee to make payments to agents, sales representatives or other intermediaries while knowing or having reason to know that any portion of the payment will be used illegally. Unlawful political contributions to obtain or retain business operations overseas are prohibited.

Due diligence should be conducted on all third parties that CRS seeks to engage to act as agents, representatives or consultants in connection with business in a foreign country and foreign controlled partner agencies that CRS intends to establish a binding business relationship with. Due diligence should be conducted prior to entering into any contractual or binding arrangement, with advice from General Counsel. Neither CRS nor any Employee or Affiliate in service to CRS shall offer, make, promise or authorize payments to Foreign Officials, directly or indirectly, which would violate the FCPA, or similar national anti-bribery laws.

For more information regarding conflict of interest, fraud or corruption, refer to the following:

- [Conflict of Interest Policy](#) (Conflict of Interest, POL-HRD-GEN-0002).
- [Whistleblower Policy](#) (Whistleblower -Anti-corruption, POL-HRD-GEN-0018).
  - [Fraud Allegation Management procedure](#) (Fraud Allegation Management (FAM) procedure, PRO-OOD-RSK-001).
  - [The Foreign Corrupt Practices Act](#) (The Foreign Corrupt Practices Act, United States Department of Justice).

## **PROCEDURES**

### **Acknowledgement and Acceptance**

All persons bound by this Code of Conduct and Ethics (see “Scope” above) are obligated to acknowledge their awareness of its content and accept it as a binding obligation during their CRS service or employment as follows:

- a) New CRS employees and affiliates will execute an [“Acknowledgement and Acceptance”](#) statement at the time of their hiring, and all CRS employees and affiliates will execute an “Acknowledgement and Acceptance” statement at the time of their biennial refresher training.
- b) CRS corporate Board Directors and CRS Foundation Board Directors will annually execute an “Acknowledgement and Acceptance” statement concurrent with the submission of their Conflict of Interest declaration.

### **Training**

All employees are required to complete the compliance training on the Code of Conduct and Ethics, with refresher courses every two years.

Human Resources shall be responsible for the design of the training and refresher courses, releasing the training to all staff through CRSLeads, and tracking compliance.

Country Programs shall ensure the timely completion of the training by all employees.

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represents or acts on behalf of or in an official capacity for such entity or person; or f) members of foreign royal families that have governmental duties.

## Raising complaints

All persons included in this policy's Scope #1, #2 and #3 are required to report whenever they suspect or witness a violation of the standards outlined in this Code of Conduct and Ethics. Failure to report may put the agency and employees at risk, and lead to disciplinary action, up to and including termination. Reporting is an effective way of prevention and response to actual or perceived misconduct.

CRS shall investigate and follow up on reported incidents in a thorough, confidential and responsible manner.

Potential breaches or any violations of the Code of Conduct and Ethics shall be reported in accordance with the confidential [Whistleblower Policy](#) procedures (Whistleblower (Anti-corruption) policy, POL-HRD-GEN-0018) by:

- Submitting an online report on our secure and confidential website at [www.ethicspoint.com](http://www.ethicspoint.com)
- Calling the hotline: 1 -866-295-2632. Country specific access codes are available on ethics point site.

Abuse or exploitation of children or vulnerable adults shall be reported in accordance with the [Policy on Safeguarding](#) by:

- Submitting an online report form on Navex Global: [English](#) [Español](#) [Français](#)
- Calling the hotline: 1 -866-295-2632. Country specific access codes are available on [protection website](#).

Violations of the Code of Conduct and Ethics may also be reported by contacting any of the following designated staff or officials:

- General Counsel
- Director of Internal Audit
- Director of Human Resources at Baltimore HQ
- Country Representative in your Country Program
- A member of U.S. congress or representative of congressional committee, a cognizant U.S. Inspector General, the U.S. government Accountability Office, a Federal employee responsible for contract/grant oversight or for investigating misconduct, and a U.S. court or grand jury (Only for violations related to a Federal contract or grant - including the competition for, or negotiation of, a contract or grant relating to U.S. government grants or contracts).

In some circumstances, CRS may be obligated to disclose certain violations to the U.S. Government. This obligation is triggered when there is "credible evidence" of certain criminal violations involving fraud under title 18 of the U.S. Code or civil violations of the False Claims Act. The obligation is also triggered when there is credible information relating to trafficking in persons by CRS or an employee, contractor, vendor, or agent. A CRS employee, contractor, or vendor who becomes aware of potential evidence of such violations should immediately report that information to the Director of Risk Management in accordance with the above procedures.

## Non-retaliation

A CRS employee will not be discharged, demoted, or otherwise discriminated against as a reprisal for reporting any suspicions or for "whistleblowing." Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of assets, property, funds, contract or grant;
- Inaccurate, false, or misleading financial records or documentation;

- A gross waste of agency funds;
- Abuse of authority and power for exploitation and abuse of beneficiaries or others that we serve;
- A substantial and specific danger to public health or safety;
- Abuse or exploitation of a child or vulnerable adult; or
- Any violation of CRS' Code of Conduct and Ethics.

## CONSEQUENCES

All Employees and Affiliates are obligated to act with integrity and are responsible for adhering to the standards of this policy.

Any breach or violations of this Code of Conduct and Ethics may result in disciplinary action up to and including termination. Violations may also result in criminal and civil charges in the United States or abroad, with significant penalties if an employee and/or the agency is convicted. Violations and charges have serious implications on the agency's operations.

## RELATED POLICIES AND DOCUMENTS

1. [Policy on Safeguarding](#)
2. [Social Media Policy](#) (CRS Social Media Policy, POL-HRD-GEN-0015).
3. [Equal Employment Opportunity Policy](#) (Equal Employment Opportunity, POL-HRD-EMP-0019).
4. [Drug-Free Workplace](#) (Drug-free Workplace, POL-HRD-GEN-0008).
5. [Substance Abuse](#) Substance Abuse, POL-HRD-GEN-0007).
6. [Smoking](#) (Smoking, POL-HRD-GEN-0004).
7. [Workplace Conduct](#) (General Workplace Conduct, POL-HRD-GEN-0009)
8. [Dismissal for Cause](#) (Dismissal for Cause, POL-HRD-EMP-0017)
9. [Finance manual](#) (CRS Manual: Finance Policies and Procedures, February 2015).
10. [Transaction documentation](#) (Transaction Documentation Policy, POL-FIN-DOC-008).
11. [Finance Ethics Procedure](#) (Code of Finance Ethics Procedure, PRO-FIN-ETH-003).
12. [Global Procurement manual and policies](#) (Approved Supplier List policy, POL PUR SUP 001; Procurement Policy Executive Summary, POL-PUR-SUM-001; Procurement Contracts, POL-PUR-POS-001; return procedure, PRO-PUR-RETURNS Procedure).
13. [Consultants \(Independent Contractors\) Policy](#) (Consultants/Independent contractors, POL-HRD-EMP-0004).
14. [Parties and Gifts](#) (CRS Funded Parties and Gifts, POL-HRD-GEN-0013)
15. [Conflict of Interest Policy](#) (Conflict of Interest, POL-HRD-GEN-0002).
16. [Whistleblower Policy](#) (Whistleblower -Anti-corruption, POL-HRD-GEN-0018).
17. [Fraud Allegation Management procedure](#) (Fraud Allegation Management (FAM) procedure, PRO-OOD-RSK-001).
18. [The Foreign Corrupt Practices Act](#) (The Foreign Corrupt Practices Act, United States Department of Justice).
19. [Caritas Internationalis Code of Ethics](#) (Striving to live our values: Code of Ethics for Caritas Internationalis member organizations).
20. [Code of Conduct and Ethics Acknowledgement Form](#)

## CRS Policy on Social Media

<b>Applies to:</b>	<b>All CRS Staff, Interns, Fellows and Volunteers</b>
<b>Sponsor:</b>	<b>EVP, Global People Resources</b>
<b>Created On:</b>	<b>June 15, 2012</b>
<b>Approved Revision:</b>	<b>March 1, 2023</b>
<b>Expiration Date:</b>	<b>February 28, 2026</b>

### **Purpose:**

To encourage the use of technology in ways that are consistent with CRS Guiding Principles and to ensure the safety, privacy rights and human dignity of our staff, partners and beneficiaries, this policy and guidance clarifies employee responsibilities related to social media.

### **Scope:**

For this policy, CRS applies a broad definition of “social media” to mean websites and platforms upon which posted information is available or accessible to others electronically. This includes blogs, social networking sites (such as Facebook, Twitter, Instagram, LinkedIn, TikTok, Snapchat, etc.), message boards, comment feeds (e.g., on news sites), bookmarking/social news sites, and photo and video-sharing sites. Personal activity on social media includes actions such as posting content, “liking” other people’s posts, “following” organizations or pages, sharing links, belonging to online groups, and commenting on posts.

### **Policy:**

There are many benefits to CRS in being officially present in social media, and the agency’s profile on the web continues to grow. Aside from the official presence, many CRS staff make their CRS affiliation known on their personal blogs, Facebook profiles, and on other social media sites. While that association can be beneficial in raising the Agency’s profile, it can also be a risk if an employee’s personal communications or actions in social media reflect negatively on CRS.

To mitigate this risk, employees should adhere to the following terms of use:

#### **Social Media Terms of Use:**

1. Avoid posting, sharing, or disclosing information or views that might jeopardize the security and safety of any CRS program, staff, partners, or program participants. This includes critical comments about the government, culture, or program participants in the countries where CRS works or giving specific locations or travel plans about program activities and staff. Comply with CRS requests or requirements that certain topics not be discussed for confidentiality, security, or legal compliance reasons.
2. Do not disclose CRS’ confidential and proprietary information, including financial information, plans, strategies and proposals, without authorization, unless the data has been communicated publicly (i.e. on the CRS website) prior to the social media opportunity or advance approval is obtained.



3. Always be respectful to CRS staff, partners and program participants when posting online communications. The same policies that apply to conduct in the workplace apply to speech on social media, such as prohibitions on racial or ethnic slurs, vulgar language, obscenity, bullying, and threats of violence.
4. When posting photographs or videos on social media of other employees, program participants, partners, CRS worksites, and related activities and events, seek permission to do so from those in the photos or videos, or, when not possible, from someone in authority who can grant permission.
5. Staff should not use their CRS email address to register on social networks, blogs, or other online tools designed primarily for personal use.
6. Do not create CRS-branded Facebook pages, Twitter accounts, Instagram accounts, Snapchat accounts or other social/sharing accounts, or authorize any vendor, volunteer, agency, intern, etc. to do so. Instead, if there is a need for a social media account, speak to the CRS Baltimore Social Media team.
7. CRS does not actively monitor employees' use of social media. However, there are "trolls"—outside individuals and organizations who intend harm—that do monitor staff's social media accounts. You should use available privacy settings to control who can see the content you post online, though keep in mind that nothing on social media can be guaranteed to be private.
8. If staff identifies themselves as a CRS employee or mention their affiliation with CRS in their use of social media, staff must make it clear that they are speaking for themselves and not on behalf of CRS. Additionally
  - a. Notify their supervisor in advance if they plan to discuss their work with CRS on a blog or other web site. The Supervisor should review the site's content to ensure that it is consistent with CRS positions and values. Regardless, it remains the employee's responsibility to review and make appropriate judgments on content shared or linked to.
  - b. Do not say, support or advocate for anything that is contrary to any CRS policies or positions, or that is contrary to CRS values or Church policy.
  - c. Be aware that even in private communications, nothing can be kept entirely private. Much of it is easily found on a search engine such as Google. Even communications intended to be private can be forwarded to others and widely disseminated.
  - d. Be clear about their position and role within the organization, if identified as an employee or speaking on behalf or about the organization.
  - e. Ensure that social networking activity does not interfere with their work commitments, although promoting the good work of CRS is encouraged, if they wish to do so.
9. In accordance with Maryland law, CRS will not request or require staff to disclose any username, password, nor will CRS use other means for accessing a personal device or service through an electronic communications device.
10. This policy is not intended to prohibit or discourage you from engaging in legally protected activities such as discussing wages, benefits, or other terms and conditions of employment.

### **Responsibility:**

All CRS Staff are encouraged to seek guidance from a supervisor or Global People Resources if they have questions about appropriate personal use of social media. Conduct on personal social media at odds with Catholic teaching may influence some CRS employment decisions where legally allowed.

**Adherence:**

In general, employees should demonstrate good judgment in their use of social media and ensure that their communications are consistent with CRS values, principles, and policies.

**Interpretation and Questions:**

Questions on the interpretation of this policy—and any other questions—can be addressed to a [Global People Resources Business Partner, RPO](#), or Country HR manager.

**Related Documents:**

[ADVOCACY AND POLITICAL CAMPAIGNING](#)  
[GENERAL WORKPLACE CONDUCT POLICY](#)  
[CODE OF CONDUCT AND ETHICS](#)