

# **Policy for Protection Against Sexual Exploitation & Abuse**

**Civil Society Human & Institutional Development Programme - CHIP**

*A company registered under Section 42 of Companies Act*

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**Abbreviation**

PSEA	Protection Against Sexual Exploitation and Abuse
CHIP	Civil Society Human and Institutional Development Programme
PWD	Person with Disability
GBV	Gender Based Violence
WASH	Water, Sanitation and Hygiene
SEA	Sexual Exploitation and Abuse
SOP	Standard Operating Procedures
DC	Deputy Commissioner
CP	Community Protection
MHH	Menstrual Hygiene and Health
UN	United Nations
HR	Human Resource
CEO	Chief Executive Officer

## 1. Introduction

This document is prepared to articulate Policy for Protection Against Sexual Exploitation & Abuse (PSEA). The policy is applicable at the organizational, community and beneficiary levels. The systems and procedure for minimizing and managing issues as and when arises is articulated as a step-by-step process. This is a living document and would be improved as and when required. A formal review of the policy would be undertaken at the end of each year to know the number of cases, frequency of cases, nature of cases and need for improving the policy. In case of need for improvement, the policy would be improved and presented to board of directors for approval without any delay.

## 2. Objectives

The prime objective of the PSEA policy is to ensure beneficiary (especially child, women, person with disability) protection, gender equity, women's access to governance and provide them opportunities to exercise their rights with freedom and protection. Women's empowerment to become part of decision-making system by participating in investigation committees is an indirect objective of the policy.

So, CHIP as an organization always keep on flagging the probable protection issues particularly associated with persons with disabilities, women and children during execution of each of its programme activities. CHIP ensures staff to think and develop a mitigation plan for the reduction and coping of protection issues on head on basis.

## 3. Motivation

The policy is based on the recognition of the factual inequalities between persons and these inequalities continue to persist and grow in our society, making discrimination as one of the most widespread forms of exclusion. The following factors drive the PSEA policy:

- a. Equality is embedded in human rights.
- b. Equality through the empowerment of children, women and men without any differences of disability, ability or any other aspects is critical for good governance.
- c. Women's and men's dynamic contribution to society as individuals, workers and citizens is critical for sustainable development.
- d. Empowerment of disadvantaged groups (and women are by far the disadvantaged group in our society) is a key strategy for poverty alleviation and social change.
- e. The situation of women in Pakistan deserves greater attention; any Programme or strategy that fails to pay adequate attention to gender equality is likely to have less than desirable impact on human and institutional development of the country.
- f. Children and women are vulnerable to any kind of abuse hence it is extremely important to ensure their protection and joyful participation in development activities.
- g. Persons with disability are vulnerable to any kind of abuse and security threat therefore it is extremely important to ensure their protection and right to access and utilize basic services and opportunities for realizing their full potential and enjoy their lives like all others.
- h. To sensitize the staff, partners and beneficiaries towards protection of women, children, vulnerable individual/groups particularly in crises and during implementation human driven programmes.

## 4. Key Definitions

The policy on PSEA is guided by UN guidelines to protect women, men, children and persons with disability at work places and during implementation of the programme activities. The definition of key terms is explained as follow:

### 4.1 Sexual Exploitation

Following acts performed by any staff or volunteer associated with CHIP's programme activities are to be rated as Sexual Exploitation:

- If anybody touches a child, woman with a bad or even good intention irrespective of that this act is to be termed as sexual exploitation;
- Anybody attempts to trigger any child or woman beneficiary for having illegitimate relationship is termed to be as sexual exploitation;
- Anybody threatening any child, woman and staff from using his/ her powers for an illegitimate relationship is termed to be as sexual exploitation.

So any of these acts before having done any sexual assault will all be accounted for as sexual exploitation.

#### **4.2 Sexual Abuse**

Following acts performed by any staff or volunteer associated with CHIP's programme activities are to be rated as sexual abuse:-

- A person who has touched some one with a motive to have sex;
- A person who blackmails its beneficiaries by using his/her powers and posing threats of being excluded from programme interventions;
- Anybody defaming ~~particularly~~ any male, woman and child for bad reasons and discussing her/ his personal circumstances with others;
- Anybody calling names to any programme beneficiary or staff;
- A person who gives verbal or physical conduct or gesture of a sexual nature;
- Any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another;

#### **4.3 Work Place Harassment**

Following acts performed by any staff or volunteer associated with CHIP's programme activities are to be rated as Harassment:-

- A person makes woman and children harassed by posing in threats and steering women without any reason;
- A person passed some vulgar comments to any woman;
- A person who has requested for some monetary benefits for the implementation of any activity with the beneficiaries;
- A person who has committed use of community resources for his/ her personal benefits with out any link to programme activities;
- A person who visits any of the beneficiaries house irrespective of timings and with out any intimation and reason.

#### **4.4 Child**

A young human being below the age of puberty or below the legal age of majority.

#### **4.5 Woman**

An adult human female.

#### **4.6 Beneficiary**

A person who derives advantage from something.

#### **4.7 Whistle Blower**

A whistleblower is a person who exposes secretive information or activity within CHIP and its field offices that is deemed illegal, unethical, or not correct. The information of alleged wrongdoing can be classified in many ways: violation of company policy/rules, law, regulation, or threat to public interest/national security, as well as fraud, corruption, misuse of power and sexual exploitation and harassment. Any beneficiary or staff can be a whistle blower for any of the wrong doing which eventually may affect the rapport of the organization.

#### **4.8 Protection**

The action of protecting, or the state of being protected.

#### **4.9 Person with Disability**

<sup>1</sup>Persons with disabilities include those who have long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others.

#### **4.10 Application/ Inclusion**

All the terms explained above i.e. sexual exploitation, sexual abuse and work place harassment applies to all the staff, volunteers, and consultants engaged by CHIP as an organization as well as for the beneficiaries of programme activities and partnering communities.

#### **4.11 Exclusion**

If the two beneficiaries or the people from communities amongst themselves have performed any of the acts explained under sexual exploitation, sexual abuse or work place harassment they will be free to deal and solve that within themselves and CHIP as an organization will not intervene. But the continuation of the

<sup>1</sup> Convention on Rights of Persons with Disability by United Nations

programme implementation in the areas of those communities and with those beneficiaries will be revisited by the PSEA committee formed at CHIP.

For the employees, consultants and volunteers working at CHIP, the organization will take strict actions against the perpetrators i.e. immediate termination of the perpetrator or complainant who had filled a false complaint. But police or other crime agencies like National Accountability Board and Federal Investigation Agency will only be contacted in case of massive financial scam for the organization and for sexual exploitation, sexual abuse and harassments the individuals i.e. perpetrator and complaints will have their own discretion to exercise their own right. Accessing police and other investigative agencies will require approval from Board of Directors of the CHIP, once the Chief Executive Officer at CHIP has made her recommendations.

## **5. Guiding Principles**

CHIP's PSEA policy is guided by the following principles:

- 5.1 CHIP strongly condemns any form of exploitation, abuse and harassment with any of the programme beneficiary is promised to ensure the strict actions against the perpetrators for the protection of its beneficiaries, staff and partner communities;
- 5.2 Touching any child or woman no matter they are staff or amongst beneficiaries is the discretion of the individuals but CHIP as an organization considers it as an act of perpetration towards sexual exploitation, abuse and harassment;
- 5.3 Motivating people by offering them project benefits or by paying money for illegitimate relationships is the discretion of the individual and CHIP will impose strict actions once realized;
- 5.4 None of the staff, volunteers or consultants at CHIP are allowed to have any relationship with beneficiaries including children to avoid such situation cropped up and strict action will be ensured against the perpetrators as CHIP wants to maintain its rapport in the communities and element of working with honesty and respect both for its workers and beneficiaries;
- 5.5 The person who has reported any sort of act categorized under sexual exploitation, sexual abuse and harassment other than perpetrator and accuser/victim will be provided protection and kept in secret;
- 5.6 While investigating any accusations, CHIP will ensure transparency, accountability, honesty and impartial act for accuser and accused to be perpetrator and similar principles will be guided to consultants, volunteers and partner organizations of CHIP;
- 5.7 Legal marriages following the individuals religious and national requirements and customs are not to be included under the umbrella of sexual exploitation, sexual abuse and harassment;
- 5.8 CHIP as an organization will ensure that sexual exploitation, sexual abuse and harassment does not occur and staff of CHIP, its consultants, volunteers and partnering communities are well aware of its policy and consequences;
- 5.9 CHIP as an organization will develop programmes by including staff orientation and sensitization towards its PSEA policy.
- 5.10 At the time of hiring and appointments, the individual staff members of CHIP will be provided a session on the PSEA policy of CHIP.

## **6. Responsibility**

### **6.1 Board of Directors**

The overall responsibility for monitoring the implementation of PSEA Policy rests with CHIP's Board of Directors. The Board is thus responsible for incorporating safeguards in all approval processes and controlling systems

### **6.2 Senior Management**

All senior managers (including the chief executive and division heads) are responsible for integrating PSEA in plans, strategies, policies and programmes, as appropriate.

### **6.3 Programme Coordinators and Project Heads**

These coordinators are responsible for monitoring the integration of safeguards at programme implementation level. This responsibility is shared with partners and laid out in contracts.

### **6.4 Independent PSEA Focal Person**

An independent PSEA focal is responsible for monitoring that no incident of PSEA go unreported. He/she would undertake field visits and interact with staff at all levels to have full information and confidence for any incident if occurs.

## **7 Procedure for Addressing the Issues**

One member from senior management and 2 members from Board of Directors form a committee and will

make a decision about informal or formal procedure as per details given below:

## **7.1 Inquiry Process**

### **7.1.1 Informal Procedure**

- a) An informal approach to resolve a complaint of any issue related to PSEA would be through mediation between the parties involved and by providing advice and counseling on a strictly confidential basis.
- b) If the case is taken up for investigation at an informal level, the committee will conduct the investigation in a confidential manner. The alleged accused will be approached with the intention of resolving the matter in a confidential manner.
- c) If the incident or the case reported does constitute sexual harassment of a higher degree and the officer or a member reviewing the case feels that it would be pursued formally for a disciplinary action, with the consent of the complainant, the case can be taken as a formal complaint.

### **7.1.2 Formal Inquiry Procedure**

Formal complaint procedures require investigation. The Inquiry Committee after the receipt of a written complaint:

- a) Within three days communicate in writing the charges and statement of allegations to the accused;
- b) Require the accused, within seven days from the day the charge is communicated to him, to submit a written defense and on his failure to do so without reasonable cause, the Committee shall proceed ex-parte;
- c) Enquire into the charge and may examine such oral or documentary evidence in support of the charge or in defense of the accused as the Committee may consider necessary and each party shall be entitled to cross-examine the witnesses against him/her.

## **8. Dos and Don'ts**

### **8.1 Dos**

- Do report any incident if reported for any child, women, person with disability or any vulnerable individual;
- Do sensitize staff to be careful and to be sensitive enough while working with children, women and at the community level while using language etc.
- Do educate your partners and stakeholders regarding being sensitive for children, women and vulnerable individuals while speaking and listening to them.
- Any body at the organisation or community level may report instantly if undergo any PSEA related issue or observe any PSEA related issue.
- Always extend support to persons with disability and or person needing assistance in writing or reporting of the case.

### **8.2 Don'ts**

- Don't try to be physical with child, women, person with disability and any vulnerable individual while being in field;
- Don't use any comic words or language for a child, women, person with disability or vulnerable individual in front of others or in gathering.
- Do not avoid reporting of any PSEA related issue if undergo or observe at any point in time.

## **9. Supporting Tools for PSEA Policy**

Chip as an organization, has developed its tools to sensitize and train its staff and volunteers towards having shared understanding towards sexual abuse and protection issues. CHIP at the time of orientation of its staff consider it mandatory for the employees to read through the guidelines and understand the tools. The tools are as under:

### **9.1 PSEA Sensitive Programme Planning**

Before going to design and implement any of the programmes under different sectors mentioned below, the probable PSEA issues in each sector will be considered important.

#### **9.1.1 Health**

- Consider integrating GBV response services into existing health interventions (sexual and reproductive health, antenatal services, etc.) to minimize stigma;
- Ensure the provision of health services to persons with disabilities by increasing access and capacities.
- Work with Gender Protection Officer at DC offices to identify and address potential barriers for survivors in accessing health services (e.g. availability of private space for examination, presence of same-sex health workers);

- Coordinate with other health partners to address gaps in knowledge and equipment for providing GBV services to both adult and child survivors;
- Train health services providers on survivor-centered approaches of working with GBV survivors, persons with disabilities as needed, and set up systems to protect confidential patient information;
- While implementing design programmes for immunization of poor including girls and children with disabilities or children having parents of disabilities.

#### 9.1.2 Education

- Assess the costs associated with school or vocational training (e.g. school fees/supplies, transportation) and associated risks for exploitation if the accessible measures for persons with disabilities are being provided;
- Ensure regular interaction with students and teachers;
- Help ensure female students' and teachers' menstrual health and hygiene (MHH) needs are met, both to improve school attendance and to reduce risk of sexual exploitation in exchange for MHH;
- Ensure students and school staff have access to reporting mechanisms and raise awareness on SEA risks in schools;
- Include GBV, inclusive teaching for children with disabilities and psycho social support in capacity-building plans for teachers and other school staff.

#### 9.1.3 Child Protection

- Ensure frequent activities to interact with children like children committees formation or formation of adult led monitoring committees etc.
- Build capacity of community-based CP mechanisms on how to respond to SEA cases;
- Support the development and implementation of standard operating procedures (SOPs) that specifically address how to manage SEA cases involving children and children with disabilities;

#### 9.1.4 Water, Sanitation and Hygiene (WASH)

- Assign women to roles that require direct interaction with beneficiaries and local communities (e.g. hygiene promoters; latrine/bathing facility/water point monitors);
- Ensure women are adequately represented in WASH committees;
- Monitor potential abnormal behavior in women and children's behavior related to WASH (e.g. if it takes women and children unusually long to collect water);
- Promote accessible WASH services and design and implement in the communities.

#### 9.1.5 Emergencies

- Ensure women's, orphans and persons with disabilities access to the emergency programme services;
- Ensure the participation of women headed households in the relief and rehabilitation committees along with persons with disabilities;
- Ensure the establishment of assembly and execution points which are comfortable for women, children and children with disabilities;
- Community inclusion while finalizing design of shelters and ensuring access for persons with disabilities and promoting protection for women are the considerable components;
- Direct interaction of the service providers like brick kiln owners etc. will be forbidden.

#### 9.1.6 Livelihood

- Assign women to roles that require direct interaction with beneficiaries and local communities (e.g. women entrepreneurs)
- Promote joint purchasing and joint visits by a group of women entrepreneurs;
- Ensure the basic literacy and provision of business management skills to the women entrepreneurs to protect them from SEA.

#### 9.1.7 Awareness Raising

Target groups for awareness raising on PSEA are inclusive of

- Staff

Orientation meetings with the staff are to be conducted on PSEA at the time of their induction. In addition, when the staff from head office will be visiting field offices and in formally probe the staff members regarding any type of issues staff is facing or might be facing. In addition, whatsapp group created at CHIP Head Office Level will also be introduced to report any issue related to PSEA.

- Communities

Community sessions and communal activities will also be used to introduce and speak about PSEA. Awareness raising posters designed to mitigate PSEA exploitation in the local languages will be posted in Community Based Organizations offices. Focal persons from amongst CBO members will be nominated as focal persons to report issues of PSEA.

**9.1a Resources for PSEA Investigation**

Resources of PSEA investigation are generated from CHIP own funds. Any overheads raised from any of the project would be pooled in at one place and utilized for PSEA investigation if needed.

**9.1 b Annual Training Plan for PSEA**

Topic	Dates	Participant Type	Location
PSEA Policy Orientation	Jan 2020	New Staff	Islamabad
Reporting System	Sept 2020	Field and Head Office Staff	Islamabad
Referral and Assistance	Dec 2020	Field and Head Office Staff	Islamabad

**9.2 Nomination Template for PSEA Focal Person**

- 9.2.1 Field Coordinator in consultation with his/ her supervisor most probably Project Coordinator is authorized to nominate a focal person from within his/ her office to report PSEA issues at any levels i.e. field, office premises, volunteers etc.
- 9.2.2 The nomination template once filled and authorized by the responsible person will be submitted to head office for the filling of nomination template in the employee's file by HR;
- 9.2.3 In case of job conclusion for any of the nominated PSEA focal persons, the replacement will be ensure by the responsible person and same procedure as mentioned above will be followed:

1.	Name:	
2.	Programme Area:	
3.	Designation:	
4.	Date of Joining CHIP:	
5.	Total Professional Years of Working:	
6.	Duration of Contact with CHIP' Project:	
7.	Reporting to:	
8.	Qualification:	
9.	Experience:	
10.	Date of Last Training Received on PSEA:	
11.	Understanding of Referral System (within CHIP):	
12.	Authorized by:	

**9.3 Template for Risk Assessment and Mitigation**

What is at risk?	Identified risk	Likelihood of risk	Mitigation Measures Thought of	Responsibility
Survivor	Alleged perpetrator and his allies are pressurizing the survivors to withdraw the allegations.	High	Verbal and written communication with perpetrator to stop contacting survivor or his/ her allies.	Verbal communication by referee or field coordinator and written communication by investigation committee head.
Child's future	Child during his times to come may get negative consequences or may think of revenge with others	Medium	Psycho social support sessions with child and his/ her family.	Referee or field coordinator.
Woman	Woman is a sign of respect if married for husband and if unmarried for family and her respect and perpetrators life is at risk.	Medium	Family of woman needs to be kept informed for all the proceedings to contain their tolerance.	Verbal communication by referee or field coordinator and written communication by investigation committee head.
Organization's rapport (Local)	CHIP has got a credibility as a development organization and local people will not participate or stop sending	High	PSEA is informed and consistent awareness raising is ensured towards that during incidence of reporting.	Field coordinator and local field staff

	their family members to project activities.			
Investigation Team	Investigation team is at risk as they will be visiting fields to male inquiries and conduct meetings.	Low	Investigation team is backed up by CHIP head office by empowering and strong PSEA policy implementation. Anybody going for an offense on the committee irrespective of being a survivor or perpetrator may be sentenced to expulsion from the organization and investigation will be stopped.	Investigation committee members.

#### **9.4 Process of Formation of Investigation Committee for PSEA and TORs**

##### **9.4.1 Definition:**

Protection against Sexual Exploitation and Abuse (**PSEA**) is the involvement of humanitarian workers in acts of sexual exploitation and abuse is a grave violation of their responsibility to do no harm and to protect people affected by crises and the project beneficiaries.

##### **9.4.2 Formation Process and Composition of Investigation Committee:**

- a. Investigation committee is comprised of minimum 3 and maximum 4 members;
- b. 3 members comprising are normally be manager operations, respective project/ programme coordinator and field coordinator;
- c. CEO can suggest any additions considering the local context, magnitude of offense and the damages and any subject or linguistic specialist may be added based on her discretion;
- d. If the offense is against the manager operations, project coordinator or field coordinator the committee will be excluded of the perpetrator and CEO will nominate a replacement;
- e. Gender composition of the committee will be maintained by including at least one woman and depending upon the offense or abuse the number of woman can also be increased;
- f. Necessary arrangements of communication and committee composition would be maintained if the beneficiaries are persons with disabilities and committee would ensure that subject specialist on the relevant disability is part of the committee;
- g. Manager operations himself will also play role of Manger HR to fulfil the committee requirements from HR perspective;
- h. Field coordinator has discretion to nominate any field staff to play his/ her role as focal point for reporting SEA for the beneficiaries;
- i. Profile of the persons nominated will be maintained at head office level and communities particularly beneficiaries would be informed about that;
- j. At the office reception in every field office the name of the focal persons for SEA incidences will be displayed;
- k. Relevant project/ programme coordinator is the focal person nominated at head office level for the SEA incidents reporting from field offices;
- l. All members would have received an orientation and capacitated on CHIP's SEA broader guideline;
- m. Members would be talented enough make decisions without any pressure.

##### **9.4.3 General Committee Members:**

General committee members are comprised of nominations mentioned below but CEO using her discretion can reduce or increase the subject specialist etc. If anybody from the donor or partner want to participate his/ her nomination would be made by the directives from the donor or partner and then getting subsequent approval from CEO of CHIP.

#	Names	Responsible For	Focal Person For
1.	Manager Finance/Operation	Head Office	All Offices
2.	Programmes Manager	Head Office	All Offices
3.	Project Coordinator	Head Office	Offices in Khyber
4.	Field Coordinator	Field Office	Pakhtunkhwa, Sindh,
5.	Social Organizer	Field Office	Punjab & Balochistan

## 9 Reporting Mechanism and Terms of Reference of Investigation Committee

- Members of investigation committee have complete information about the organizational policy and fully capacitated;
- It is the responsibility of the investigation committee to inform all staff members including field offices about the policy per word;
- Committee would be headed by Manager Operations and in case if he is a perpetrator the nomination would be made by CEO;
- Implementation of the PSEA policy is the prior responsibility of the investigation committee;
- As the incident would report, the focal person would contact to the investigation committee member already known to him/ her;
- The focal person will make initial contact to the victim and perpetrator. He would record the victim's statement and perpetrator's statement under his supervision. He would get signatures on the statement by the victim and perpetrator;
- The focal person will compile his detailed report based on the initial investigation;
- The focal person would present his findings and submit his report to the investigation committee;
- The investigation committee would review the report holistically;
- The investigation committee would call the victim and perpetrator separately, calling on them;
- The committee would decide by the mutual consultation of the members;
- If it is proved that victim committed a lie, the investigation committee will release him/her by giving the first and last notice for his/her disinformation. If the matter is serious and truthful, the investigation committee would recommend the suggestions to CEO for the immediate dismissal of the perpetrator;
- The investigation would be responsible to document the decision and putting it in the personal file of the victim and perpetrator;
- It is responsibility of the investigation committee to amend the PSEA policy as needed over the time.

### 9.5 Agenda for Capacity Building of Staff and Community Workers on PSEA

#	Topic	Estimated Time
<b>Session 1</b>		
1	Welcome note to the participants	
2	Recitation	
3	Introduction of the participants and facilitators	
4	Sharing of Training Agenda	
5	Expectations and Fears	
6	Developing of Norms	
<b>Session 2</b>		
7	Different Terminologies – Key Definitions <ol style="list-style-type: none"> <li>1. Staff Member</li> <li>2. Exploitation</li> <li>3. Abuse</li> <li>4. Sexual Exploitation</li> <li>5. Sexual Abuse</li> <li>6. Protection</li> <li>7. Zero- Tolerance</li> <li>8. Sexual Harassment</li> <li>9. Gender Based Violence</li> <li>10. Allegation of Sex Exploitation and Abuse</li> <li>11. Victim</li> </ol>	
<b>Session 3</b>		
8	Background of PSEA	
9	Definition of Sexual Exploitation, Sexual Abuse and Work Place Harassment	
<b>Session 4</b>		
10	Present practical scenarios and discuss which ones may be cases of SEA and why and why not this case of SEA	

Session 5	
11	Review of Organizational Code of Conduct
12	How Organizational Code of Conduct defines different acts? 1. At Community Level 2. Field Office level 3. Head Office Level
Session 6	
13	Overview of Responses to SEA 1. Prevention 2. Reporting 3. Investigation 4. Conclusion
Session 7	
14	Steps for Prevention of SEA
15	Reporting on Incident
16	Investigation Procedures
17	Concluding Procedures

### 9.6 Complaints Referral Form (Protection Against Sexual Exploitation & Abuse)

#### **Section 1** (It would be victim/survivor or anybody else who reporting on behalf of victim)

Name of Complainant: ----- Ethnic origin/Nationality: -----

Address/Contact details: ----- Identity no: -----

Age: ----- Sex: -----

Date: -----

#### **Section 2** (The information of victim/survivor would be documented here)

Name of Victim (if different from Complainant): ----- Ethnic origin/Nationality: ----- Address/Contact details: -----

Identity no: ----- Age: ----- Sex: -----

Name(s) and address of Parents, if under 18: -----

Has the Victim given consent to the completion of this form?  YES  NO

Date: -----

#### **Section 3** (Information of incident would be placed here)

Date of Incident(s): ----- Time of Incident(s): ----- Location of Incident(s): -----

Physical & Emotional State of Victim (Please tick the options)

Cuts  , Bruises  , Lacerations  , Behavior  , Mood

Witnesses' Names: ----- Contact Information: -----

Brief Description of Incident(s) (Attach extra pages if necessary): -----

Have the police been contacted by the victim? YES  NO

If yes, what happened?-----

If no, does the victim want police assistance, and if not, why? -----

Has the victim been informed about available medical treatment? YES  NO

What immediate security measures have been undertaken for victim

Details of referrals and advice on health, psychosocial, legal needs of victim made by person completing report:

#### **Section 4** (The information of Perpetrator/Accused person would be documented here)

Name of Perpetrator/Accused person (s): ----- Job Title of Perpetrator/Accused person(s): -----

Organization Perpetrator/Accused person(s) Works For: -----

Address of Perpetrator/Accused person(s) (if known): -----

Age: ----- Sex: -----

Physical Description of Perpetrator/Accused person(s): -----

#### **Section 5** (The information of Investigator would be documented here)

Report completed by: -----

Name----- Position/Organisation----- Location-----

Date----- Time-----

Has the Complainant been informed about the Ogranisation's procedures for dealing with complaints?

YES  NO

**9.7 Referral Template for PSEA**

1. This referral template is to be used within CHIP organization to ensure the transparent referral system for PSEA cases and will not be considered valid for the organizations and institutes outside CHIP.
2. This referral template once filled will be filled by HR department in the files of accuser and perpetrator for record purposes only.
3. In case, any accuser or perpetrator intends to pursue a legal procedure against CHIP organization, the referral template may be provided to court or agencies (legal only) for the protection of CHIP, nominated focal persons for PSEA and its investigation committee;
4. Field coordinator at any field area is the authorized person to fill in the referral form once reported by nominated PSEA focal person;
5. If the allegations are against Field coordinator then the respective Project coordinator will automatically take the responsibility of filling the referral template.
6. Reported by: \_\_\_\_\_ (Name of PSEA Focal Person)
7. Complainant: \_\_\_\_\_ (Name of Survivor)
- 7 a. CNIC Number: \_\_\_\_\_ (Survivor)
- 7 b. Contact Information: \_\_\_\_\_ (Survivor)
- 7 c. Age and sex: \_\_\_\_\_ (Survivor)
8. Field Office: \_\_\_\_\_
9. Charges Against: \_\_\_\_\_ (Name of Perpetrator)
- 9 a. CNIC Number: \_\_\_\_\_ (Perpetrator)
- 9 b. Contact Information: \_\_\_\_\_ (Perpetrator)
- 9 c. Age and sex: \_\_\_\_\_ (Perpetrator)
10. Complaint Received by: \_\_\_\_\_ (Field Coordinator)
11. Is survivor informed that his/ her complaint has been taken up? \_\_\_\_\_
12. Is perpetrator informed about charges and allegations against him? \_\_\_\_\_
13. Has survivor consented to probe the matter? (Signatures of the Survivor Required)\_

I, \_\_\_\_\_ (survivor name), understand that the purpose of the referral and of disclosing this information to CHIP organization is to ensure the safety and continuity of care among service providers seeking to serve the client. I clearly understand the procedure of referral and has provided the exact information to be disclosed by signing this form I authorize the exchange of the information.

Signature of responsible party (survivor or caregiver if a child):

Date (DD/MM/YY):

14. Has perpetrator informed to probe the matter? (Signatures of the Perpetrator Required)

I, \_\_\_\_\_ (Accused Perpetrator), understand that the purpose of the referral and of disclosing this information to CHIP organization is to ensure the safety and continuity of care among service providers seeking to serve the client. I clearly understand the procedure of referral and has provided the exact information to be disclosed by signing this form I authorize the exchange of the information.

Signature:

Date (DD/MM/YY):

15. Actual act of the Perpetrator Reported by Survivor (To be Filled by Survivor) \_\_\_\_\_
16. Remarks by the Referee and Recommendation: \_\_\_\_\_
17. Signatures of Referee: \_\_\_\_\_
18. Name and signature of recipient: \_\_\_\_\_ Date received (DD/MM/YY): \_\_\_\_\_

### **9.8 ToRs for Focal Persons for PSEA**

The purpose of the PSEA focal point is to have a designated staff member who supports senior management in coordinating the development and implementation of PSEA policy and procedures. Specific TORs of focal person are as following:

1. The person who demonstrated sensitivity and knowledge of cultural and gender issues; having experience in gender based violence programming would be preferred as focal person in the organization;
2. The focal person would be demonstrated experience of working directly with local communities;
3. The focal person would have good communication skill and have grip on local the languages (Punjabi, Pashtoo, Siraiiki etc.) so he would be able to communicate with the local communities in order to investigate the issues;
4. The focal person would be responsible to coordinate PSEA activities with the organization including inter-agency initiatives, as appropriate;
5. The focal person would support to senior management in implementing other PSEA-related activities, as appropriate;
6. The focal person would manage the development of internal procedures for personnel to report incidents of sexual exploitation and abuse safely and confidentiality;
7. The focal person would receive reports of SEA allegations and related information and coordinate the response according to relevant procedures;
8. The focal person would report concerns or issues with PSEA implementation to senior management;
9. The focal person would conduct periodic assessments of PSEA policies and practices and suggest improvements to senior management;
10. The focal person would responsible to conduct training and awareness-raising sessions on PSEA for all personnel (head office and field office) on a regular basis;
11. The focal person would responsible to work with human resource and other relevant personnel on PSEA-related aspects, including ensuring that all personnel sign the code of conduct and that screening for past SEA violations is a regular part of the recruitment process;
12. The focal person would responsible to facilitate awareness-raising campaigns with beneficiaries and local communities on the definition of SEA, the standards of conduct expected of personnel, and the various mechanisms for raising SEA allegations or concerns, including contact details.
13. Once a complaint is received, coordinate's response, including referral of SEA survivors for immediate, professional assistance and referral of the case for further investigations to investigation committee;
14. The nominated focal person would record the survivor statement under his supervision;
15. Then after recording, the focal person would get signature on the statement by the survivor;
16. The focal person would investigate the statement written in full confidence to the survivor;
17. The focal person would compile his/her detailed report based on the investigation and evidences;
18. The focal person would also record the perpetrator's statement as well;
19. Then after recording, the focal person would get sign the statement by the perpetrator;
20. The focal person would present his/her findings to the investigation committee and would submit the compiled report.

**9.9 Application for Employment with CHIP**

**Instructions:**

Read the whole form carefully before starting to fill it in. This form could be filled in MS word or with ink, in candidate's own handwriting. If you are suffering from any kind of disability and unable to fill the form yourself, you may use an assistant or recorder. Copies (not originals) of all testimonials and certificates would be required at the time of interview. If space provided in the form for any particular information is inadequate, please attach additional sheets. If any information given in this form is subsequently found to be incorrect, it will be construed as a gross misconduct, liable to be punished by instant dismissal and other disciplinary action as may be appropriate to the nature of misstatement. "CHIP is a sensitive organization towards protecting its staff, beneficiaries and stakeholders regarding sexual and harassment issues". To ensure CHIP has developed its PSEA policy. Before applying please see through that PSEA policy available at [www.chip-pk.org](http://www.chip-pk.org). Reference check will be inclusive of PSEA acts and allegations.

*Affix a recent passport sized, colour photograph here.*

Position applied for

1. PERSONAL INFORMATION				
1.1	Full Name			
1.2	NIC No.			
1.3	Date of Birth	Age on last birthday:	years	
1.4	Father's Name			
1.5	Marital Status			
	Spouse or next of Kin			
	No. of Children			
1.6	Permanent Address			
1.7	Present Residential address			
1.8	Phone Numbers	Mobile	Residence	Office
1.9	E-mail address			

2. QUALIFICATIONS				
<i>List all your academic and technical qualifications, starting with the school certificate (Matriculation)</i>				
Year	Institution	Cert. / Degree obtained	Main Subjects	Grade / Div.

### 3. PRESENT EMPLOYMENT

*Give details of your present employment.*

*If you are currently unemployed, give these details in respect of the last employment held by you.*

3.1	Name of the Employer	
3.2	Employer's Address	
3.3	Date of Joining	
3.4	Your Last Job Title	
3.5	Main Duties	
3.6	Name & Title of your immediate boss	
3.7	Gross Monthly Pay	Rs.

### 4. PAST WORK EXPERIENCE

*List all the previous jobs held by you, starting from the earliest.*

From/ To	Employer's Name & Address	Position held by you when you left this employer	Main duties performed by you

### 5. REFEREES

*Give details of three referees, not related to you by blood or marriage, who can vouch for your character and work experience*

5.1	First Referee	Name	
		Address	
		Contact Phone No.	
		Nature of association with you.	
5.2	Second Referee	Name	
		Address	
		Contact Phone No.	
		Nature of association with you.	
5.3	Third Referee	Name	
		Address	
		Contact Phone No.	
		Nature of association with you.	



## 9.10 Employment Contract

CHIP 6.2.2 [Initials of Employee] – [Initials of CEO]  
[Employment Contract – [Name of Employee] – [date]]

Date

<b>Re: Appointment Letter – [Name of Employee] – {Designation} (Contract)</b>	
Dear [Name of Employee]	
I am pleased to offer you an employment with Civil Society Human and Institutional Development Programme (hereinafter referred to as the Employer) as follows:	
<b>1.</b>	<b>Position and date</b>
1.1	You will be designated as ----- and employed as a contract employee under Grade -- and Level ----.
1.2	For the purpose of your employment services the effective date of your employment would be [Date].
1.3	You shall be deputed on different locations all over the Country with extensive traveling to other field areas.
1.4	You shall report to ----- (Designation) and in his / her absence to ----- (Designation) OR any other person designated during your service (hereinafter referred to as your Superior Officer) who will provide you with a detailed Job Description time to time.
1.5	The Employer reserves the right to alter your designation, nature of duty and job description from time to time.
<b>2.</b>	<b>Remuneration</b>
2.1	You will be paid a consolidated salary of Rupees [Amount in Words] (PKR [Amount in Figures]/-) only per month, payable in arrears. Your consolidated salary includes an element of housing allowance.
2.2	You will also be entitled to the following specific benefits: 2.2.1 Gratuity as defined in [ESRs] ? Discuss 2.2.2 Accidental insurance coverage of Rs. [Amount]/- 2.2.3 Out patient medical treatment reimbursement subject to a maximum of Pakistani Rupees [Amount in Words] (PKR [Amount in Figures]/-) per year (to be prorated for non-completed year of service). 2.2.4 Annual festive allowance subject to your performance and CHIP's profitability as provided for in ESRs. All benefits except gratuity will be seized immediately after submission of resignation and or receipt of termination as the case may be. You will not be entitled to any other benefit permissible to employees of CHIP.
2.3	While the Employer will deduct due income tax and make all other legal deductions from any remuneration paid to you, it will essentially remain your own responsibility to keep your tax affairs in order. By accepting this employment, you are categorically exonerating the Employer from any responsibility for your personal tax affairs.
<b>3.</b>	<b>General Terms of Employment</b>
3.1	The contract duration will be from [Date] to [Date].
3.2	The extension of contract will be discussed in [Month/ Date] and dependant on your performance and interest to continue with CHIP.
3.3	You will be entitled to paid leave on national gazetted holidays, in addition a 20 working days leave shall be allowed on account of annual, casual and medical leave. Any unutilized leave will lapse from the date of resignation and or termination. The leave can not be encashed either yearly or at the end of employment.
3.4	The notice period for the termination of this agreement shall be one week, or one week's basic salary in lieu thereof, from either side. Regardless of this provision, the Employer reserves the right of instant dismissal without notice or benefits there-of on grounds of misbehavior, gross misconduct, dishonesty, engaging in any illegal, criminal or immoral practices, breach of terms of this appointment and/or for violating the policies of the Employer.
3.5	You will devote all your energies, resources and abilities exclusively for the benefit of the Employer. You will not engage in any other employment whether it is paid, unpaid, professional or social.
3.6	You will abide by the Employer's all administrative rules and regulations, procedures and principles of conducting business and policies and practices.
3.7	You will perform all your duties with utmost honesty, diligence and dedication. If at any time you feel there is a conflict of interest in any particular transaction, or event, you will immediately bring such conflict of interest to the notice of your Superior Officer and then act in accordance with his directives on the issue.
3.8	During the course of your employment you may come across or be a party to confidential information concerning the Employer. You shall not during the term of the employment disclose or allow the disclosure of any such confidential information, except in the proper conduct of your employment. After the end of your employment with the Employer, you shall not disclose or use any of Employer's trade secrets or any other information that is of sufficiently high degree of confidentiality to amount to a trade secret.

3.9	For a period of at least one year after the end of your employment with the Employer you will not solicit or seek business from any past or present clients of the Employer; nor shall you set up a business of your own, alone or in partnership or as a significant shareholder of a corporate entity, that will compete with the Employer directly or indirectly in any manner. This however does not preclude you from taking up employment with any of Employer's clients, or joining an organization that may already be dealing with Employer's clients.
3.10	Your appointment being on contract basis, you will not be classified as a worker in terms of Workman's Compensation Act.
<b>4.</b>	<b>Job Description:</b>
4.1	As per attached Annex 1 which may be revised from time to time by the Employer according to the need.
<b>5.</b>	<b>Other Conditional ties:</b>
5.1	You are required to submit the following documents to the Employer with in three days of signing this agreement (if not already provided) <ul style="list-style-type: none"> <li>a. Copy of your national identity card.</li> <li>b. Copy of national identity card of your spouse or any other person whom you wish to name as beneficiary entitled to claim your dues from the Employer in the unfortunate event of your death or disablement.</li> <li>c. Copies of all your academic, technical or other certificates and testimonials.</li> <li>d. Copy of release letter, or employment certificate, issued by your last employer.</li> <li>e. Copy of your NTN card.</li> </ul>
5.2	This letter of appointment contains the entire agreement between you and the Employer and supersedes all prior arrangements and understandings whether written or oral with respect to the subject matter hereof.
5.3	This agreement will be construed in accordance with and be governed by the laws of Pakistan and shall be subject to exclusive jurisdiction/jurisdiction of Courts at Islamabad only.
5.4	CHIP is a sensitive organization towards protecting its staff, beneficiaries and stakeholders regarding sexual and harassment issues. To ensure CHIP has developed its PSEA policy. CHIP's PSEA policy is applicable to all the staff, volunteers, beneficiaries and partners. By Signing any type of employment agreement the incumbent is agreeing that he/ she will follow the guidelines mentioned in CHIP's PSEA policy.

If this offer is acceptable to you in letter and spirit, please sign a copy and return the same within a day. CHIP now expects more sense of responsibility and ownership of work and wishes you all the best in all your endeavors.

Yours truly,

Chief Executive Officer CHIP	<b>ACCEPTANCE</b> I accept this offer and shall join the employment of the Employer latest by
	Name _____
	CNIC _____
	Signature _____ Thumb Impression _____
	Date _____

### 9.11 Annual Performance Appraisal Form

1. "CHIP is a sensitive organization towards protecting its staff, beneficiaries and stakeholders regarding sexual and harassment issues". To ensure CHIP has developed its PSEA policy. While going through appraisals of the staff members, under the Conduct variable the elements of sexual harassment, sexual abuse/ exploitation and abuse of power will also be considered. Any of the staff undergoing annual appraisal process will be dealt with strict while assessing the Conduct Variable of the appraisal form.
2. This form may be completed in the following situations:
  - a. When a probationer is being confirmed
  - b. When an employee is being proposed for a promotion or a special increment.
  - c. When an employee under warning is completing his warning period
  - d. At least once a year in the normal course of each employee's tenure.
3. Read the guidelines provided on pages 3 & 4 very carefully before starting to complete this form.
4. If the line manager conducted the performance appraisal is suffering from any kind of disability may opt to hire an assistant or use recorder.

<b>PART A: GENERAL INFORMATION</b>	
01. Period covered by this report	
02. Employees Full name	
03. Staff No.	04. Department & Location
05. Present Designation	06. Present Job grade
07. Date promoted To present position	08. Date of joining CHIP
09. Date of Birth	10. Age last Birthday
11. Disability Yes No	12. Type of Disability
13. Special courses attended or qualification/certificates obtained during the period under review	
14. Basic job duties performed during the period under review.	
15. Applicable for employee with disability List barriers to performance due to disability of any	

<b>PART B: MERIT RATINGS</b>						
Area of observation		A	B	C	D	E
<b>PERSONAL RATINGS</b>	1. General Conduct / Staff and public relations					
	2. Initiative / interest in work					
	3. Integrity / honesty in dealings					
	4. Organizational ability / leadership					
	5. Loyalty to CHIP					
<b>TECHNICAL RATINGS</b>	6. Knowledge of job					
	7. Qualifications (in relation to job held)					
	8. Quality of work / accuracy / presentation					
	9. Volume of work handled					
	10. Communication skills – oral and written					
Overall Merit Rating						

(Note: If we take A=5, B=4, C=3, D=2 and E=1, we can convert the above ratings into numerical assessment)

PART C: NARRATIVE COMMENTS	
1.	What, in your opinion, are the employee's strong points?
2.	What, in your opinion, are the employee's weak points?
3.	What advice will you give to the employee to help improve this effectiveness?
4.	Employee's response: how do you feel about the ratings given to you? Date: _____ Employee's signature _____

PART D: RECOMMENDATIONS	
1.	What is your overall assessment of the employee's performance over the period under review?
2.	How do you assess the employee's potential for future development?
3.	What recommendations will you make for management on ways this employee can be helped/groomed for the future development?
4.	Recommendations regarding award of salary; cash benefits, confirmation, promotion, transfer, etc.
Assessor's Name & Designation	Assessor's Signature And Date

PART E: To be completed at Head Office				
Comments and Recommendation from the Divisional Head				Head of Division
Date:				
Management Decision			Chief Executive	
Date				
ACTION BY RELEVANT DEPARTMENTS				
A	B	C	D	E
HoD	Accounts	Pay Roll	HRD	CEO

#### GENERAL GUIDELINES

- The objective of completing a staff appraisal form is to assess employees' performance over the period under review. This assessment is then intended to form the basis on which plans for their future development and progression in the company will be drawn. It is therefore important that this form should be completed with utmost honesty and care.
- While assessing an employee take all the relevant factors into consideration, for example the type of job being handled, length of service, importance of work done, level of position held, etc. In certain cases a particular area may not be applicable, e.g. a clerk cannot be fairly rated on leadership ability. In such cases, please write 'Not Applicable or N/A' right across the rating range. Avoid the tendency to rate the employee on the basis of personal relationship, or only his recent performance. Take the whole (period's) year's performance into account.
- Complete Parts A, B and C of the Appraisal Form and show it to the employee concerned. A frank discussion should take place on all aspects of his/her performance. The employee should then sign in the space provided in part C for his views. Employee has the right to disagree with the assessment in which case he/she simply says so within the appraisal form and signs it.
- Part D should be completed after the employee has signed in part. Be objective and give due reasons for any recommendations made in Part D.
- The first segment of Part E will be completed by Division Head, along or in consultation with assessor, as appropriate. If a large percentage of subordinates under an assessor have differed with the assessor, the Division Head may have a word with the subordinates before completing this section. The second segment forms the final management decision – it will be completed by the CEO, alone or in consultation with relevant Division Head.
- For each area of observation, there are five levels of rating provided, viz A, B, C, D and E. Please put 'X' in the appropriate box. Do not put an 'X' in more than one box for any one area. Refer to guidelines on merit rating before starting to complete this section of the Appraisal Form.
- The ultimate responsibility for completion of this form rests with the Departmental Managers. However, for certain junior employees the responsibility of completing this form may be delegated to a foreman or a supervisor. In such cases the form must be signed both by the assessor and the Departmental Manager.

#### Merit Rating Guidelines

- General Conduct, Staff and Public Relations:** Here we assess the employee on his relationship with colleagues, and where applicable general public, willingness to assist others, personality traits, etc. It also covers how well the employee dresses and presents him/herself. Rating A stands for a very co-operative and pleasant person, B for quite helpful attitude, C for satisfactory attitude. D for neutral clash-avoiding attitude and E for indifferent or difficult disposition.
- Initiative and Interest in Work:** Here we assess the employee in two areas: in terms of initiative, we assess on originality, new ideas offered, making suggestions for improvements, coming forward to accept new responsibilities, etc. In terms of interest in work, we assess the employee on the manner he handles his job. Is he willing and keen, or does he avoid extra work? Does he meet his dead lines, or has he to be reminded several times? Does he arrive at work in time, or is he usually late? Rating A stands for a very gifted worker, B for alert and progressive worker, C for some initiative shown, D for fair and E for no initiative/interest shown at all.
- Integrity / honesty:** Here we assess the employee on his personal integrity and honesty, e.g. does he make false claims for traveling, does he keep his expense report and other affairs in order, does he expect favors in return of his work, etc. Rating A

stands for a very honest and upright worker, B for a worker with a high degree of honesty, C for an average degree of honest, D for a worker who may occasionally be tempted to be dishonest and E for outright dishonest worker.

04. **Organizational ability/leadership:** Here we assess how the employee organizes his work, is he methodical in his approach to tasks, does he have a sense of priority, does he follow the laid down procedure, etc. In case of supervisory staff, this also includes such areas as how well he directs and motivates his staff, how he delegates responsibility and authority, how he inspires confidence among his staff, how he handles complaints, grievances or difficult situations, etc. Rating A stands for excellent organizational ability and leadership, B for good, C for adequate, D for below average and E for non-existent organizational ability.
05. **Loyalty to CHIP:** Here we assess the employee on the degree of his loyalty and long term interest in the Company. Is he inclined to apply for jobs on a regular basis, does he rate his personal comfort above the Company's objectives, etc. Rating A stands for a very dedicated and loyal worker, B for quite loyal worker, C for some loyalty shown, D for fair and E for no long term interest or loyalty in the Company at all.
06. **Knowledge of job:** Here we assess the employee on the training and experience held, amount of the job related information commanded, and efforts made to learn more about the job. Rating A stands for excellent job knowledge, B for above average, C for average, D for rather limited and E for poor/sketchy knowledge.
07. **Qualifications (In relation to job held):** Here we assess the employee on the level of formal academic, technical or professional qualifications held, or courses attended, relating to the job being done by him/her. It is important that the rating is based on the qualifications vis-à-vis the needs of the job. Thus an intermediate level education may be adequate for junior clerk but less than adequate for Senior Accounts Clerk. Similarly, a diploma in vehicle engineering may be irrelevant for an accountant. Rating A stands for excellent qualification in relation to the job, B for above average, C for adequate qualification, D for less than adequate and E for no formal qualification at all.
08. **Quality of Work Done/accuracy/presentation:** Here we assess the employee on how dependable, accurate and neat is the work done by him/her. Is he able to make correct and quick judgment? Does he learn from his mistakes quickly? Is he thorough and professional in his approach to work? Rating A stands for excellent, B for very good, C for average, D for below average and E for unreliable/poor work.
09. **Volume of work handled:** Here we assess the quantity of work done by the person. Rating A stands for a very large quantity, B for fairly large, C for average, D for below average and E for unsatisfactory quantity of work handled.
10. **Communication skills-oral and written:** This area applies only to those employees who have to communicate frequently. Here we assess them for logical and clear writing, effective and concise speaking and proper conduct of meetings. Rating A stands for a gifted/outstanding communicator, B for above average, C for average, D for rather limited and E for poor communication ability.

**Overall Merit Rating:** This should represent a sort of overall impression the assessor has of the employee. The 'X' should be placed in the box that best represents the average of ratings made in other areas of observation. In case, numerical assessment method is used, this represents the average mark for all the previous ten ratings. If less than ten areas are assessed, please compute an average.

## 9.12 Sample Consultancy Agreement Template Inclusive of PSEA

20/00/01  
Year/sequence of  
consultancy agreement  
during this Year/code for  
CHIP 01

Agreement  
Between  
Civil Society Human and Institutional Development Programme (CHIP)  
and  
Name of Consultant/contractor (if not an individual but a firm then mention name of firm)  
Complete address with name of city as well  
NTN number for consultancy firm and CNIC for an individual  
Landline Phone #: Mobile Phone #:  
Bank Account Details (Title, IBAN, Branch, Bank Name)

This Consultancy Agreement (the "Agreement") is made and entered into this [insert date] (the "Effective Date") by and between [insert name] with its principal place of business located at [insert address] (the "Company") and [insert name] with its principal place of business located at [insert address] (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of [insert description of business];

WHEREAS, the Consultant has expertise in the area of [insert description of area of expertise];

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. General

This agreement comprised of x number of pages including all annexes and general terms of conditions. Under this agreement, the person or organisation (specify according to the consultant/contractor type) has been engaged as a consultant/contractor/contractor.

### 2. The Assignment

The present assignment relates to extend the services specify exact services required e.g. training, research, medical assessment etc. The consultant/contractor/contractor shall undertake the tasks as per details mentioned in Annex 2 –Terms of Reference that is an integral part of this agreement.

- 2.1 The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and CHIP. The Consultant shall have no right to receive any employee benefits provided by this Company to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify CHIP in respect of any obligation that may be imposed on the Company to pay any such taxes.
- 2.2 The Services to be performed by Consultant under this agreement are personal in nature. CHIP has engaged Consultant as a result of Consultant's expertise relating to such Services (nature of services). Consultant, therefore, agrees that he/she will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the CHIP prior written consent.

### 3. Time Frame

The time frame for the assignment would be insert number of days starting from insert exact date with month and year and concluding on insert exact date with month and year. The assignment may suffer delays due to any unforeseen reasons and completion of the assignment may require extended timelines. Under these circumstances, the consultant/contractor/contractor would be bound to complete the assignment and no additional fee will be paid other than stated in the signed agreement.

### 4. Deliverables/Documentation/Report

The consultant/contractor/contractor shall be required to perform his/her obligation with promptness and diligence in a reasonable manner and at a level of proficiency, which is expected from the consultant/contractor keeping in view his previous portfolio and expertise. The consultant/contractor is legally bound to ensure delivery of quality services through submission of high quality documents/reports and all required deliverables. Under the agreement, the consultant/contractor is expected to deliver the following deliverables:

- 4.1 Specify the type of report or training manual or clips or documentary or handouts or attendance sheet or pre-post knowledge test form or training report or research report etc. according to the nature of assignment.

## 5. Confidentiality

- 5.1 All verbal and written communications whether in whole or in part between CHIP and the consultant/contractor shall be treated as confidential. All documents relating to the Contract as well as other papers information and data resulting from the Contract which are supplied to the consultant/contractor in connection with the Agreement or which the Consultant/contractor may have elaborated, must be treated as confidential and must not, either in whole or in part, be made accessible to third parties unrelated to the Agreement nor used for purposes other than those for which they were supplied or elaborated. The Consultant/contractor shall draw the attention of his / her staff to the confidentiality obligation resulting from the above.
- 5.2 Any publication and/or communication relating to the exchange of information and documents mentioned under Article 6.1. above must be the object of prior authorization in writing by CHIP. If CHIP authorizes the Consultant/contractor in writing to supply information on the Agreement by way of reference or for purposes of presentation, mandate acquisition or procurement, the Consultant/contractor must undertake to provide such information accurately, mentioning the name of CHIP.
- 5.3 Any communication relating to the Agreement whether to the mass media or in any public form whatsoever (press, radio, television, cinema, Internet, etc.) shall be subject to prior authorization in writing by CHIP.
- 5.4 The provisions described above shall remain valid even after termination of the mandate.

## 6. Copy Rights

The results of the consultancy and any intellectual property vested there in shall revert to CHIP, which shall determine its further use. CHIP and the participants shall have the right to use all materials produced under the assignment as and when required.

## 7. Fees and Payments

The consultancy fee is Pakistani Rupees full description of total payable amount (PKR insert amount in numbers/-) payable after the following:

- 7.1 Completion of the assignment  
 7.2 Quality delivery  
 7.3 Approval by the quality assurance department of CHIP and final client of CHIP

Assignment cost exceeding PKR 100,000 may have installments depending on the nature and timeframe of the assignment.

## 8. Taxation

Withholding tax as per income tax rules will be deducted and deposited in Government Treasury. Copy of Challan will be sent to above mentioned address accordingly while no separate certificate will be issued.

## 9. Travel, Boarding, Lodging and Communication Costs

The consultant/contractor will be responsible for his/her own local travel arrangements to and from CHIP head office and insert address of local venue if assignment entail travelling to any of local venue. In case, the assignment requires travel to outstation, the travel boarding and lodging would be arranged and paid by CHIP directly. The agreement may state that the consultant would be paid a lump sum of PKRXXXX to pay for his travel, boarding and lodging besides the agreed fee for the assignment. The consultant/contractor will also be responsible for expenditure of telephone, laundry, mini bar and any other unauthorized extra expenditure.

## 10. Assignment Prohibited

The consultant/contractor may not assign any other person other than those mentioned or sub grant any part of the activities described in the TORs without prior written consent of CHIP. Where such prior written consent is given, it shall not relieve the consultant/contractor of any of his/her responsibilities under this agreement. Under no circumstances will sub-assignment create any contractual relationship between CHIP and any sub-assignee. However, use of secretarial help or technical assistance will not be considered as sub-assignment.

**11. Disagreement/Dispute/Termination**

- 11.1 In the event of non-compliance or breach by one of the parties of the contractual obligations, the other party may terminate the Agreement with immediate effect.
- 11.2 The consultant/contractor is legally bound to respect for democratic principles and fundamental human rights as set out in particular in the Universal Declaration of Human Rights inspires. If the consultant/contractor violates this essential element, the Mandator has a right to discuss the matter and if such violation continues or if no solution has been found, the CHIP may take appropriate measures, including the termination of the present Agreement. In such cases, the parties agree to take all possible measures to reduce as far as possible the cost of interrupting the Agreement, and abandon any claim for damages beyond payment of expenses actually incurred.
- 11.3 If events resulting from force majeure (natural disaster, etc.) prevent the execution of the Agreement, either party may terminate the Agreement with effect from the moment when it becomes impossible to carry it out. In this case a final report, together with a final account of the costs of the project including any costs stemming from the premature ending of the project, must be drawn up by the Consultant/contractor. CHIP shall re-assess the genuineness of the expenses made and would make final decision about the exact costs to be reimbursed and shall be responsible for costs arising from the procedure of the Agreement.  
Either Party shall be excused from any delay or failure in performance required under this agreement if caused by force majeure circumstances and shall have the right to terminate this Agreement upon giving \_\_\_\_\_ days' prior written notice to the other Party. Moreover, when such events have abated, the Parties' respective obligations under this agreement shall resume if mutually agreed.
- 11.4 CHIP shall have the option to terminate without cause and without liability this consultancy in the event that the consultant/contractor is unable to fulfil its obligations under the terms and conditions of this agreement for whatever reasons. Which may include inter alia (i) any violation of the terms of Articles (list down) (ii) any other breach that a Party has failed to cure within reasonable time or \_\_\_\_\_ days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Consultant as a result of which the Consultant becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party. In the event of such termination, CHIP may hold the consultant/contractor liable for reimbursement for all the expenses incurred and advance payments made by CHIP.
- 11.5 CHIP shall reserve the right to terminate / abort the consultancy for reasons of its own. In the event of said termination CHIP shall pay the consultant/contractor remuneration according to the input already made by the consultant/contractor.

**Annex 1 of the General Conditions of Business is furthermore applicable.****12. Jurisdiction**

- 12.1 This agreement shall be governed by and construed in accordance with the laws for the time being enforce in Pakistan at the time of signing.
- 12.2 The Parties consent to the exclusive jurisdiction of Courts/Tribunals situated in Islamabad Capital Territory (ICT)
- 12.3 Should any disputes between the parties arise, they will be resolved in accordance with this legislative framework. However, before initiating any legal procedures, the parties hereby agree to find an adequate settlement of such a dispute by direct negotiations.

**13. Miscellaneous**

- 13.1 CHIP, Islamabad, shall not be made liable for any damage, loss, illness, injuries or death which may occur to, or be caused by the consultant/contractor and/or support person during the course of the present assignment.
- 13.2 In no event shall CHIP be liable to the consultant/contractor for any damages (of whatsoever nature) except to the extent specifically provided in this agreement.
- 13.3 CHIP does not authorize the consultant/contractor/contractor to act for CHIP as its agent or to make commitments on behalf of CHIP. The consultant/contractor shall not be deemed to be an agent or representative of CHIP, nor have authority to bind CHIP in any way by his actions or deeds.
- 13.4 The Consultant/contractor shall inform CHIP immediately and in writing of any exceptional situation arising during the execution of the agreement, which may endanger its realization and/or require substantial modification of its aims.
- 13.5 The contracting parties shall neither offer a third person nor seek, accept or get promised directly or indirectly for themselves or for another party any gift/gratification or benefit which would or could be construed as an illegal or corrupt practice.
- 13.6 If, at the end of the Agreement, CHIP does not find the services of the Consultant/contractor

according to the agreed terms and conditions as set forth in the Terms of Reference to the present Agreement, CHIP will have the right to deduct up to a maximum of 10% of the value of the work actually performed or suspend the payment of the last installment, as the case may be.

- 13.7 If, at the end of the Agreement, the final deliverables not sent according to the agreed TORs, CHIP will have the right to deduct 1% per day behind the schedule mentioned in the Agreement, up to a maximum of 15%.
- 13.8 In case of the delay in submitting the report/delivery of goods is beyond the control of the Consultant/contractor then she should immediately inform CHIP in writing in order to resolve the issue.
- 13.9 If any damage occurs due to the negligence OR a non-compliance of the consultant/contractor/vendor, CHIP have the right to claim for damages.
- 13.10 During the term of this Agreement, Consultant will not engage in a business or other activities which are, directly or indirectly in competition with the business activities of CHIP without obtaining the prior written consent of the Company.

**14. Amendments**

Any amendment to the present agreement shall be drawn up in writing.

This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

**15. Complete Understanding of Both Parties**

This agreement - and its associated annexes - is entered into willingly and constitutes a complete understanding on the part of both parties.

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Agreed on .....

For Consultant/contractor	For CHIP
Name	
Signature	
Witness 1	Witness 2
Names	
Signatures	