



ILP

SEA Standard for Sub-contractors and partnership

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In line with ILP's commitment to preventing sexual exploitation and abuse (SEA) in all its operations, all contracts and partnership agreements with sub-contractors and partners include a standard clause requiring them to adopt and implement policies that prohibit SEA and to take concrete measures to prevent, respond to, and report any incidents of SEA. This clause ensures that all partners and sub-contractors share ILP's zero-tolerance approach to SEA and are held accountable for safeguarding the rights and dignity of beneficiaries.

1. **Clause: Prohibition of Sexual Exploitation and Abuse (SEA)**

2. **Commitment to Prevent SEA:** The sub-contractor/partner (hereinafter referred to as the "Partner") acknowledges and agrees that ILP maintains a **zero-tolerance policy** regarding sexual exploitation and abuse (SEA). The Partner shall adopt and implement its own SEA prevention policy that is at least as stringent as ILP's **PSEA Policy**.
3. **Prohibition of SEA:** The Partner shall take all necessary steps to **prohibit** any acts of sexual exploitation and abuse involving their personnel, subcontractors, and affiliates. This includes, but is not limited to, the following:
 4. **Sexual exploitation** or **abuse** of any beneficiaries, community members, or staff.
 5. **Sexual relationships** between project personnel and beneficiaries, recognizing the inherent power imbalance and the exploitation that such relationships may entail.
 6. Any **abuse of position** for personal or sexual gain.
7. **Policy Implementation and Training:** The Partner agrees to establish and enforce a **clear and comprehensive policy** on PSEA that includes:
 8. A **code of conduct** outlining prohibited behavior related to SEA.
9. **Training and awareness** programs for all personnel, ensuring they understand their roles and responsibilities in preventing SEA, recognizing potential incidents, and responding appropriately.



10. **Effective reporting mechanisms**, enabling beneficiaries, staff, and other stakeholders to report incidents of SEA safely, confidentially, and without fear of retaliation.
11. The provision of **safe and accessible channels** for reporting incidents of SEA, and ensuring that those affected receive **appropriate support**, including access to medical, psychological, and legal services.
12. **Monitoring and Compliance**: The Partner shall implement **monitoring mechanisms** to ensure compliance with this SEA policy and report to ILP on any measures taken to prevent, address, and respond to SEA. These monitoring mechanisms shall include regular assessments of the partner's activities, as well as feedback from beneficiaries, community members, and project staff.
13. **Reporting Incidents**: In the event that a Partner becomes aware of any incident of SEA involving their staff, subcontractors, or affiliates, they shall:
 14. Immediately report the incident to ILP's **Safeguarding Focal Point** and provide all relevant details regarding the incident.
 15. Cooperate fully with ILP in any investigations related to the incident and take appropriate disciplinary or corrective actions if necessary.
 16. Ensure that any perpetrators of SEA are subject to **appropriate disciplinary action**, which may include **termination of employment, legal action**, and/or referral to **authorities** for criminal prosecution, as applicable.
17. **Accountability and Enforcement**: Failure to adhere to the requirements of this clause will result in immediate **termination of the contract or partnership** with ILP. In cases of breach, ILP reserves the right to take additional legal actions to ensure compliance and hold the Partner accountable for any violations of SEA standards.
18. **Subcontractor Compliance**: The Partner shall ensure that any subcontractors engaged in project activities also comply with the requirements set forth in this clause. The Partner shall include this **PSEA clause** in all sub-contracts and agreements, ensuring that their subcontractors adopt equivalent policies and procedures.
19. **Duration and Review**: The Partner's PSEA policy and related measures shall be reviewed annually and updated as necessary to align with evolving international standards and ILP's safeguarding guidelines. The Partner agrees to provide ILP with **regular updates** on the implementation and effectiveness of their SEA policies.

Name:

Title:

Signature:

Date: