



Child Protection Policy

International Justice Mission Australia

I. BACKGROUND

The child, by reason of his/her physical, mental and emotional immaturity, needs special safeguards and care, including appropriate legal protection (Preamble, UNCRC). Many of the children with whom IJM works have lived in exceptionally difficult conditions and/or have been subject to exploitation and abuse. Child abuse, child labour, neglect, rape and child trafficking for commercial sexual exploitation, all significant issues in many of the countries where IJM works, are very traumatic and invasive crimes. Many victims, because of the extremely personal nature of the crime, are fearful, too embarrassed or ashamed to report the offense. Often social stigma, the fear of police, medical procedures, and prosecutorial procedures add to a victim's reluctance to report. The emotional, physical, and psychological trauma experienced by children who are subject to these abuses often leads to increased vulnerabilities for harm or re-victimisation even following appropriate interventions on their behalf.

Great sensitivity is needed in the way that investigations and rescue operations are conducted, as well as in the provision of aftercare and legal services, in order to ensure that the protection and restoration of victims is a primary focus of intervention. Therefore, it is the policy of IJM Australia to protect the rights of children and provide victims with compassion and consideration while also providing them with the necessary information and assistance to make their interaction with the criminal justice system easier. It is IJM's policy that all personnel should at all times respect the rights of the children, and conduct themselves in a manner that contributes to the best interests of the child. IJM staff shall take reasonable steps to prevent or reduce potential trauma to the child as they assist him or her. The best interest of the child shall be preeminent in any attempt to obtain accountability for perpetrators.

Recognising the unique needs of victims of abuse and exploitation, and affirming the inherent dignity and worth of every child as an individual made in the image of God, this child protection policy addresses IJM Australia's commitment to protect children and ensure appropriate safeguards for interacting with children served by IJM Australia through its delivery partner, IJM. A supplemental Pre-Rescue Child Protection Policy has been developed for use by IJM Investigative Personnel. For a copy of this policy, please contact IJM Australia.

This policy applies to the conduct of IJM Australia Personnel in relation to children encountered in the course of their employment.

II. PURPOSE

In accordance with IJM Australia's commitment to the protection of children, the purpose of this Child Protection Policy is to provide IJM Australia Personnel with guidelines for:

- a) maintaining awareness of the definitions of child abuse and exploitation and the expectations of conduct for IJM Australia Personnel;
- b) appropriately recruiting and screening prospective IJM Australia Personnel;

- c) investigating complaints and intervening in cases involving child sexual abuse and child trafficking for commercial sexual exploitation (see IJM Pre-Rescue Child Protection Policy Addendum);
- d) interacting with and interviewing child victims;
- e) interfacing and partnering with law enforcement, media, health and child welfare agencies, and non-governmental organisations in regards to child welfare situations;
- f) ensuring personnel conduct themselves consistent with the policies and principles of the United Nations Convention on the Rights of the Child and all other relevant international and national laws.
- g) reporting and responding to suspected violations of the Child Protection Policy by IJM Australia Personnel;
- h) maintaining the dignity and confidentiality of children in IJM Australia and partner organisation publications, communications and electronic media;
- i) protecting the personnel and mission of IJM Australia through the promotion of best practices in the area of child protection and reduction of risk from false allegations of abuse; and,
- j) protecting IJM Australia 's name, reputation, and credibility as an organisation in situations pertaining to child welfare situations.

III. DEFINITIONS

For the purposes of this Policy, the following terms and concepts shall be defined in accordance with international definitions as cited, with the exception of IJM Australia specific terms as follows:

- a) "Assisted Child/Children" refers to children who have been victimised in some manner, be it sexual violence, trafficking, bonded labour, or other means of oppression, and are assisted by IJM Australia and its delivery organisations through intervention, aftercare, and/or investigation services.
- b) "Child/Children" refers to "every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier" (*UN Convention on the Rights of the Child, Article 1*). This includes assisted children. For purposes of this policy, when the age of an individual is uncertain s/he shall always be considered a child until the individual's age has been confirmed by an official source.
- c) "Child Abuse" refers to a deliberate act of ill treatment that can harm or is likely to cause harm to a child's safety, well-being, dignity and development; abuse includes all forms of physical, sexual, psychological or emotional ill treatment. (*UNICEF Child Protection System Toolkit, Terminology*)
- d) "Child in Conflict with the Law" refers to a "child alleged as, accused of, or recognised as having infringed the penal law" (*UN Convention on the Rights of the Child, Article 40*).
- e) "Child Labour" refers to any work performed by a child which is detrimental to his or her health, education, physical, mental, spiritual, moral, or social development based on the child's age, type and hours of work performed, and conditions. (*UNICEF Child Protection System Toolkit, Terminology*)
- f) "Child Pornography" refers to "any representation, by whatever means, of a child engaged in real or simulated explicit sexual activities or any representation of the sexual parts of a child for primarily sexual purposes" (*Optional Protocol to the UN Convention on the Rights of the Child on the sale of children, child prostitution, and child pornography, Article 2*).
- g) "Child Prostitution" refers to "the use of a child in sexual activities for remuneration or any other form of consideration" (*Optional Protocol to the UN Convention on the*

Rights of the Child on the sale of children, child prostitution, and child pornography, Article 2).

- h) “Child Sexual Abuse” refers to “a) engaging in sexual activities with a child who, according to the relevant provisions of national law, has not reached the legal age for being sexually active; b) engaging in sexual activities with a child where: use is made of coercion, force or threats, or abuse is made of a recognised position of trust, authority or influence over the child including within the family, or abuse is made of a particularly vulnerable situation of the child notably because of a mental or physical disability or a situation of dependence.” (*UNICEF Child Protection System Toolkit, Terminology*)
- i) “Child Trafficking” refers to “a) the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs; b) The consent of a victim of trafficking in persons to the intended exploitation set forth in subparagraph (a) of this article shall be irrelevant where any of the means set forth in subparagraph (a) have been used; c) The recruitment, transportation, transfer, harboring or receipt of a child for the purpose of exploitation shall be considered "trafficking in persons" even if this does not involve any of the means set forth in subparagraph (a) of this article; d) "Child" shall mean any person under eighteen years of age.” (*Protocol to Prevent, Suppress, and Punish Trafficking in Person, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organised Crime, Article 3*)
- j) “Client” refers to a person who is receiving assistance and/or investigative, legal, or aftercare services provided directly by IJM Australia Personnel or funded by IJM Australia.
- k) “Commercial Sexual Exploitation of a Child” refers to “a) the inducement or coercion of a child to engage in any unlawful sexual activity; b) the exploitative use of children in prostitution or other unlawful sexual practices; c) the exploitative use of children in pornographic performances and materials” (*UN Convention on the Rights of the Child, Article 34*).
- l) “Communications and Publications Materials” refers to all forms of communication and publication, whether written or oral, through television, radio, internet or print media that contains information on children being served by IJM. This does not include legal documents filed or submitted in relation to administrative, civil or criminal cases or aftercare paperwork utilised in the assessment, placement, or ongoing care of assisted children that remain confidential.
- m) “Contact with Children” means working on an activity or in a position that involves or may involve contact with children, either under the position description or due to the nature of the work environment
- n) “Guardian” refers to a person who has been formally recognised under national law as responsible for looking after a child’s interest when the parents of the child do not have parental responsibility over him or her or have died. (*UNICEF, Child Protection System Toolkit, Terminology*)
- o) “Headquarters” refers to the IJM office in Arlington, Virginia, USA, or the appropriate IJM personnel based in the IJM headquarters.
- p) “IJM Australia office” refers to the IJM Australia office in Sydney, NSW, Australia, or the appropriate IJM Australia personnel based in the IJM Australia office.

- q) “IJM Australia Personnel” refers to employees and volunteers of IJM Australia or any delivery organisations with whom IJM Australia has partnership agreements in place for the delivery of services in the field, including the Boards of Directors and whether full-time, part-time, contractual, paid or unpaid.
- r) “Neglect” refers to the failure of parents or caregivers to meet a child’s physical and emotional needs when they have the means, knowledge and access to services to do so; or failure to protect him or her from exposure to danger. (*UNICEF Child Protection System Toolkit, Terminology*)
- s) “Physical Abuse” refers to the use of violent physical force so as to cause actual or likely physical injury or suffering (hitting, biting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating, female genital mutilation, torture); physical harm may also be caused when a parent or caregiver feigns the symptoms of or deliberately causes ill health to a child. (*UNICEF Child Protection System Toolkit, Terminology*)
- t) “Public” refers to any setting, be it an event or media outlet, which is accessible to non-IJM Australia Personnel.
- u) “Psychological/Emotional Abuse” refers to primarily verbal behavior that terrorises, intimidates, humiliates, or demeans the victim and/or depriving the victim of normal contact with other persons (*UNICEF Child Protection Handbook for Parliamentarians, Chapter 11*).
- v) “The best interests of the child” refers to one of the basic principles of the Convention on the Rights of the Child: “In all actions concerning children, whether undertaken by public or private social welfare institutions, courts of law, administrative authorities or legislative bodies, the best interests of the child shall be a primary consideration” (*UN Convention on the Rights of the Child, Article 3.1*). The value of the term is to remind adults that children are important, that their interests are different from those of adults, and that adults need to consider the impact of their decisions on children as a top priority.
- w) “Whistle blower” refers to IJM Australia Personnel who report to an appropriate authority any activity that he or she considers to be in violation of this Child Protection Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures, as appropriate management officials are charged with these responsibilities.
- x) “Working with Children” means being engaged in an activity with a child where the contact would reasonably be expected as a normal part of the activity and the contact is not incidental to the activity. Working includes volunteering or other unpaid works.

IV. POLICY COMPONENTS

A. Personnel Recruitment & Hiring

1. Basic screening of applicants for employment includes a written application, personal interviews and reference checks. During the interview process, there shall be direct inquiry by HR personnel into whether the applicant has ever been arrested, charged or convicted of any crime involving any form of child abuse or misconduct involving children. Information obtained from the interview process shall be documented and placed in the applicant’s personnel file.
2. Criminal checks and verbal referee checks are required for all IJM Australia personnel who may have contact with children, eg if they were to travel overseas for work or visit a program. In addition, all IJM Australia Personnel applying for positions that involve working with children (whether supervised or not) will be

subject to Working with Children checks, and additional screening measures such as behavioural-based interview questions to determine their attitudes, motivations, and values in regards to children and working with them. These checks must be done before the recruit is engaged in the position).

3. Where possible and permissible by local law, applicants for positions as IJM Australia Personnel who will have contact with IJM Australia clients are required to give permission for a criminal record or police background check for any conviction related to the abuse of children.
4. Applicants who have been convicted of child abuse, child trafficking, child labour or related offenses against children shall not be accepted for employment, whether as full time or contractual employees, nor will they be accepted as volunteers. Further inquiry can be made into the person's character or prior conduct of those applicants who have pending cases of child abuse, child trafficking, child labour or related offenses against children. After considering all the circumstances, if IJM Australia Personnel reasonably conclude that the applicant's conduct is evidence that he or she cannot be trusted to perform the duties of the position in question; the applicant shall be rejected for employment.
5. Although background checks may not be available for in-country nationals in every country in which IJM Australia has partnership agreements in place with delivery organisations, background checks are mandatory when possible and permissible by local law for all IJM Australia Personnel who work with children in an unsupervised capacity. IJM Australia will request statutory declarations or local legal equivalent where criminal records are unavailable or deemed by IJM Australia to be unreliable.
6. All prospective IJM Australia Personnel shall be informed of the Child Protection Policy at the beginning of any recruiting process. Policies and standards shall be reviewed during orientation.
7. All current IJM Australia Personnel are required to acknowledge in writing, receipt and understanding of the Child Protection Policy. A copy of the signed acknowledgement form shall be retained in HR files at IJM Australia for IJM Australia Personnel resident in Australia, and at the Headquarters of IJM for all Expatriate, Third-Country Nationals, interns, fellows and volunteers; and in HR files at the FO where they report for all field office IJM Australia Personnel.
8. All IJM Australia Personnel are to be kept informed of policy changes as they arise by IJM HR Personnel.
9. IJM Australia Personnel shall be trained on the Child Protection Policy at the time of hiring and receive mandatory yearly updates.

B. Personnel Conduct/Basic Code of Conduct towards Children

1. IJM Australia Personnel shall treat every child with dignity and respect regardless of differences of ethnicity, religion, age, ability, gender, sexual orientation, class and economic circumstances.

2. IJM Australia Personnel shall not engage in any act of child abuse, physical or sexual; child trafficking or exploitation; child labour; child pornography, violence against children; or commit any act in violation of national laws on children's rights, whether engaging in IJM official business or during personal time.
3. IJM Australia Personnel shall not make suggestions to clients or offer inappropriate or offensive advice that could be considered abusive. IJM Australia Personnel shall not commit any form of psychological abuse, such as verbally or physically intimidating, threatening, humiliating, degrading, shaming, blaming or coercing a child.
4. IJM Australia Personnel shall not hire children as house help or cause the employment of any child in any business, including home, commercial or entrepreneurial business establishments, agriculture, fishing and the like, unless the child is involved in a vocational training program under the supervision of a qualified organisation. This restriction shall not apply to IJM Australia Personnel giving part time or occasional work to a child where such work does not take place during normal school hours and where such work is not unlawful under both the laws in effect in the relevant jurisdiction and in the Commonwealth of Virginia.
5. IJM Australia Personnel shall not give personal gifts or cash to any child and shall not show favoritism to any child. All assistance provided shall be deemed necessary and approved by the aftercare team and documented in the child's treatment plan.
6. IJM Australia Personnel shall not initiate contact with the private parts of the child's body, fondle, kiss, or have sexual contact with children, even when working in an undercover capacity. Please refer to "IJM Pre-Rescue Child Protection Policy" for further reference.
7. IJM Australia Personnel shall not develop relationships with any child and/or any child's families outside of the scope of IJM-related duties.
8. IJM Australia Personnel shall not have any child visit their place of residence unless part of an IJM sponsored activity involving multiple children and multiple IJM Australia Personnel.
9. Unless working in an undercover investigative capacity, IJM Australia Personnel shall not be alone with any child in a private place that cannot be readily seen by other responsible adults.
10. IJM Australia Personnel shall not use their IJM issued electronics (computer, blackberry, etc.) or any IJM resources whatsoever to access any pornography from the internet, forward pornographic emails, or gain opportunities for sexual encounters without authorisation from the VP of Investigations, for investigative purposes only.
11. Unless working in an undercover investigative capacity, IJM Australia Personnel shall not offer cigarettes or alcohol to children.
12. IJM Australia Personnel/approved visitors are always responsible for the interaction between an adult and a child even when it appears that a child is acting

in a provocative manner. It is the responsibility of the adult to set appropriate boundaries that protect the best interest of the child.

13. Field office aftercare staff shall ensure that all events and activities involving any children are in the best interests of the children involved.

C. Client Confidentiality

1. IJM Australia recognises the importance of maintaining the dignity and confidentiality of clients. IJM Australia shall safeguard records and documents of children and maintain their confidentiality, only sharing information with people external to IJM Australia on a “need to know” basis.
2. For purposes of maintaining IJM’s casework model and mission there shall be internal shared confidentiality among IJM Australia Personnel. Internal shared confidentiality shall include the sharing of any information disclosed by a client that is pertinent to the client’s legal case, aftercare needs or possible investigative leads with appropriate IJM Australia Personnel, including the Field Office Director and members of the Investigations, Legal and Aftercare departments.
3. Exceptions to client confidentiality include threats to the client’s or others’ safety; information of this nature shall be subject to both internal shared confidentiality as well as external disclosure. Confidentiality safety exceptions shall include client’s disclosure of thoughts or intentions to harm him or herself, thoughts or intentions to harm others and reports of previous or current abuse. In the case of such disclosure, the appropriate persons will be notified in order to maintain the safety of the client and/or others. External disclosures may include notifying aftercare home staff, mental health professionals, child welfare agencies, legal representatives, police officials, and others as the national law or circumstances necessitate.
4. During a client’s initial interactions with IJM Australia Personnel (excluding investigations personnel), he or she shall be informed of his/her confidentiality rights as well as IJM Australia’s practice of internal shared confidentiality and exceptions to confidentiality that may result in disclosure to representatives external to IJM Australia. Clients shall be periodically reminded of these confidentiality practices by aftercare personnel in order to maintain the client’s right to privacy. Upon client disclosure of pertinent information that will be shared internally or externally, the client shall be informed who the information will be shared with and the purpose of the disclosure.

D. Publications, Communications and the Use of Electronic Media

1. All external publications, communications and use of electronic media shall comply with IJM Global Communications policies.
2. The child’s best interest shall always be the primary consideration of any IJM Australia communication, more than any agenda to raise awareness, campaign against an issue, or fundraise and gain support.

3. The identities of children associated in any way with IJM's work shall be kept confidential in all communications and publications materials unless written informed consent is obtained from both the child and his or her guardian if the child is living outside the family unit, or from his or her guardian if the child is living within the family unit, granting permission for a photographic image of the child to appear in public. An exception to these guidelines shall be made for a limited number of senior IJM staff members designated as "Master Storytellers", which allows the sharing of un-obscured photos of IJM assisted children in small, personal meetings of less than five individuals. The following conditions must also be met: 1) the IJM staff member retains the photo and 2) the assisted child's name and any other identifying information is withheld. Those eligible for "Master Storyteller" status are as follows: the IJM Australia Chief Executive. All with the Master Storyteller Certification must have completed IJM's Child Protection and Storytelling certification and are held accountable to a strict set of operating procedures to ensure the safety of IJM clients.
4. The real name of a child who (a) IJM is aware has been a victim of sexual violence and (b) IJM plans to tell stories that mention the sexual exploitation, shall never be used in public, even with written informed consent, except when all of the following criteria have been met: (a) the child has completed all steps of trauma-focused therapy; (b) the child is agreeing to tell his/her story; (c) the child's counselor is in agreement that telling the story using the child's real name is in the child's best interest and signs a statement to that effect; and (d) the child's guardian is in agreement that telling the story using the child's real name is in the child's best interest and signs a statement to that effect. Under no circumstances, even with written informed consent, will a child's identity or image ever be linked to the specific name of the Aftercare home where s/he is receiving or has received care.
5. Images of children that appear in public on video or in photos, who (a) IJM is aware have been victims of sexual violence and (b) IJM plans to tell stories that mention their sexual exploitation, shall be captured in ways that naturally obscure the faces of the clients so that the clients cannot be identified. If the photo cannot be captured in a way that naturally protects the clients' identity, then the faces or the eyes of the children shall be sufficiently blurred by IJM's standards to protect their identity, even with written informed consent, except when all of the following criteria have been met: (a) the child has completed all steps of trauma-focused therapy; (b) the child is agreeing to use unobstructed photos that do not protect his/her identity; (c) the child's counselor is in agreement that using unobstructed photos is in the child's best interest and signs a statement to that effect; (d) the child's guardian is in agreement that using unobstructed photos is in the child's best interest and signs a statement to that effect. Please consult the IJM Global Storytelling and Photo Policy for additional guidelines.
6. Adults who have been victims of sexual abuse and/or commercial sexual exploitation when they were minors may choose to tell their stories using their real name and/or unobstructed photographs of themselves when they were minors as long as informed consent has been obtained after they reach the age of majority and a caption appears by any unobstructed image of a minor stating that this image represents a person who is currently a major and who has given consent for the photo/s to be used.

7. All IJM Australia communication shall be sensitive towards the client's psychological state at the time of obtaining the image/story for communication. As well, the long-term ramifications of the communication and its impact on the client, his/her safety, rights, and future wellbeing, shall also be taken into account. IJM Australia Personnel shall provide full disclosure to the child and guardian about the intended use of the photo, film, or story, the intended audience, and an estimate of the length of time the photo, film or story will be distributed.
8. All photographs, whether distributed in IJM Australia literature or on the IJM Australia website, will represent clients in a dignified manner. Images of clients inappropriately clothed or that sexualise children shall never be produced in IJM Australia communication materials.
9. Clients shall never be asked to stage a story or represent a story that is not their own or that is not entirely true.
10. All IJM Australia Personnel and partner organisations shall direct all outside media inquiries to contact@ijm.org.au.

E. Interventions

1. Whenever possible, at least two (2) IJM Australia Personnel shall accompany the child when conducting a forensic interview with a child in a secluded area or private room. If this is not possible, IJM Australia Personnel should include a second party involved in the child's case unless it would inhibit the child's willingness to provide information.
2. IJM Personnel or IJM partner aftercare staff shall accompany the child when transporting him/her to a court hearing, medical or psychological appointment, or other such meetings in relation to the child's case.

F. Field Office Supplemental Child Protection Policies

1. IJM Field Offices, as IJM Australia project delivery partners, with distinct needs not addressed in this policy are encouraged to develop a supplemental country-specific child protection policy that will more adequately address the unique needs of their particular country.
2. Field Office's supplemental Child Protection Policies shall not contradict the stipulations contained in this IJM Australia Child Protection Policy and/or any other IJM Australia policy.

G. Partner Organisations

1. When working through partner organisations, IJM will partner with organisations with standards of protection for children that are consistent with our own.
2. Unless mandated by local law, the facilitation of placement of children into aftercare shelters is contingent upon the shelter having a written child protection policy that is consistent with the IJM Australia Child Protection Policy. If the

shelter does not have such policies/agreements in place, IJM staff will provide technical assistance until such policies/agreements are in place and will provide training for the partner organisation on IJM's Child Protection Policy.

3. The guardianship status of aftercare centers and partner organisations will be respected in regard to the care, treatment planning, confidentiality requirements, and other considerations pertaining to the children in question, while always maintaining the best interests of the child.
4. When visiting aftercare centers, IJM Australia Personnel and guests are liable for upholding not only the partner organisations' child protection policy, but also the policies as set forth in this document.

H. Visitor Agreement

1. Visitors who are not IJM Australia Personnel shall not be permitted to visit children in an aftercare facility unless (1) the visit is approved by the organisation sheltering the children and the IJM Field Office Director, (2) the confidentiality of individual victims is maintained and (3) visitors sign and adhere to the IJM Visitor's Agreement and the child protection policies of partner aftercare organisations. Visitors shall always be accompanied by IJM Australia Personnel or a staff member from the partner aftercare organisation. Visitors shall never be left alone with children.
2. Visitors are required to sign the "IJM Visitor's Agreement" prior to departure to the field. The agreement shall be kept on file at the associated IJM Field Office and a copy shall be scanned and posted on SharePoint by IJM personnel responsible for the visit.

I. IJM Australia Personnel Time Off

1. IJM Australia Personnel are expected to treat all children (IJM Australia assisted or not) with utmost dignity and care, whether involved in official IJM Australia activities or when on personal time off. IJM Australia Personnel are required to abide by Section B (Personnel Conduct) of this policy for as long as they are associated with IJM Australia, whether serving in official IJM Australia business or in their personal time off.
2. IJM Australia Personnel's failure to abide by this policy during time off will result in disciplinary measures, and possible suspension or termination, in accordance with the procedures set forth in section VI and VII below.

V. REPORTING AND INVESTIGATION OF SUSPECTED VIOLATIONS

A. Internal Reporting

1. IJM Field Office Personnel shall immediately report any suspected violation of this policy by IJM Australia Personnel or a visitor to the appropriate FO Director. If for any reason this person feels that it is inappropriate to report the suspected violation to the FO Director, or if the FO Director is suspected of violating this policy, the

staff member shall make the report to the IJM Vice President of Human Resources (VP of HR) and the Chief Operating Officer (COO). Each Field Office workplace will have contact details and instructions for reporting a suspected violation of this policy. If a violation occurs at the IJM Australia office, IJM Australia Personnel shall immediately report the suspected violation to the Chief Executive.

2. If reported to the FO Director, he/she shall immediately relay any allegations of suspected violations to the Regional Director, the VPs of Field Ops and HR, the COO and the IJM Australia Chief Executive. The FO Director shall provide the Regional Director, the VPs of Field Ops and HR and the COO with updates as to the progress of the investigation. The IJM COO will update the IJM Australia Chief Executive.
3. All information concerning the incident and investigation shall be documented in writing.
4. All reports of suspected violations shall be kept confidential pending the completion of an internal investigation. Only such IJM Australia Personnel and external agency personnel having a clear need to know shall be apprised of the alleged incident(s) and investigation.
5. IJM Australia Personnel who report a suspected violation of the policy shall be protected by the IJM Australia whistleblower policy.
6. Failure to report a suspected violation shall be subject to disciplinary measures, including suspension and termination, in accordance with the procedures set forth in the IJM Australia HR policies.
7. IJM Australia should compile relevant local contact information for child protection services, social services, police, emergency medical care, etc., which shall be made readily available and easily accessible to all IJM Australia Personnel.

B. Internal Investigation

1. All suspected violations of this policy by IJM Australia Personnel shall promptly be investigated under the supervision of the FO Director, the Regional Director, the VP of HR and the COO in compliance with local and national employment laws.
2. Prior to the completion of the internal investigation, the person accused of violating the policy shall not have any contact with any children.
3. The conclusions of the investigation shall be put in writing and provided to the Regional Director, the VP of HR and the COO. For investigations against IJM Australia Personnel, conclusion of the investigations shall be put in writing and provided to the IJM Australia Chief Executive.

C. External Reporting

Any suspected violation of this policy that is deemed to have merit and would constitute a violation of applicable law shall be reported in accordance with the law to the appropriate authorities. IJM Australia delivery partners should be fully aware of

child abuse reporting policies within the local legal or child protection system. A copy of local child abuse reporting policies should be kept on file by each delivery partner. the IJM Australia office and training should include local Australian reporting procedures. IJM Australia Personnel shall provide full cooperation to local authorities in the course of their investigation.

VI. VIOLATIONS

IJM Australia Personnel who violate any of the provisions of this Policy shall be subject to disciplinary measures, including termination.

VIII. ENFORCEMENT OF THIS POLICY

1. All IJM Australia Personnel who have contact with children are required to sign a commitment stating their agreement to abide by the policies in this document.
2. Training and support to ensure this policy is understood and enforced will be provided to IJM Australia Personnel in IJM training held at the IJM Australia office.

VII. DECLARATION OF COMMITMENT

To be signed by all IJM Australia Personnel as defined in Section V(A). Copies of the signed Child Protection Policy will be provided to the personnel member and kept on file by IJM or in the case of IJM Australia office personnel, by the IJM Australia.

I declare that:

1. I have read and understand the IJM Australia Child Protection Policy.
2. I will comply by and operate within the procedures laid out in the IJM Child Protection Policy.
3. I have not been accused or convicted of any offense involving physical, sexual, or psychological abuse or neglect of children.
4. I understand that if a complaint is brought against me regarding the abuse of children while engaged in IJM Australia activities or while employed with IJM Australia, the allegation will be thoroughly investigated in cooperation with the appropriate authorities.
5. I understand that any violation of the IJM Australia Child Protection Policy may result in my immediate dismissal, suspension or transfer to other duties.

Name (Print): _____

Signature: _____

Date: _____

Appendix A
Visitor Agreement

By signing this form, I, _____ (print), acknowledge that...

I have not been accused or convicted of any offense involving physical, sexual, or psychological abuse or neglect of children.

I will not visit children in IJM or partner aftercare facilities unless the visit is approved by IJM and the director of the aftercare facility.

At all times while visiting IJM facilities/aftercare facilities I will remain in the accompaniment of IJM or partner aftercare staff. At no time will I be left alone with children.

I will treat every child with dignity and respect regardless of differences of ethnicity, religion, age, ability, gender, sexual orientation, class and economic circumstances.

I will not share with any non-IJM person, in any form or medium, any of IJM's child clients' names, images, likenesses, or identifying information of IJM clients.

I will not share the location of the facilities I visit with anyone outside of the IJM staff.

I will not engage in any act of physical, sexual, or psychological child abuse; child trafficking or exploitation; child labour; child pornography; shall not expose a child to offensive sexual materials; commit violence against children; or commit any act in violation of international and/or national laws on children's rights.

I will, as much as possible, be cognisant of the local culture and will not send verbal, nonverbal, or written messages that children or adults could misinterpret as abusive.

I will not touch any child in IJM aftercare unless initiated by the child and to not respond would be rude and insensitive. If at anytime I am unsure of appropriate physical boundaries, I will seek guidance from an aftercare staff member.

I will not share personal contact information (i.e., home phone or address, personal cell phone, email address) with any children in the care of IJM or an IJM partner.

I will not ask any of the children in IJM aftercare to discuss why they are in the facility or how they got there. I will be cognisant about all manner of communication with children, and will not ask them questions that could lead to their discomfort, embarrassment, or shame in any way.

I will not take any photos, video, or collect stories from the children unless I have received approval from the Field Office Director and the Aftercare Director at the facility in which I am visiting.

I will not offer illegal drugs, cigarettes, or alcohol to children in IJM or an aftercare partner's care.

I will not offer children in the facility gifts, unless the gifts have been approved by the Field Office Director and the Director of Aftercare in advance. In no case will I give the children or their families direct gifts of cash. If I would like to give a financial gift, I will discuss this with an IJM staff member, not in the presence of the child or family.

I am an adult, and therefore, am responsible for my behavior. Even if the child acts in a provocative way, I am responsible for my actions. I will set appropriate boundaries and I will not place blame on the child.

I will not revisit any of the IJM facilities or aftercare partner facilities without authorised permission from IJM and the director of the partner facility.

Name (Print): _____

Signature: _____

Date: _____

[end] POLICY VERSION

Version	Date
1	10/05/18
2	03/07/18