
FEDERAL WELFARE POLICY

OF

UN YOUTH AUSTRALIA

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1. ABOUT THIS POLICY

Purpose

- 1.1. The purpose of this policy is to provide a framework for managing and reducing the risk of harm to any person involved in UN Youth Australia, to define the acceptable standards of behaviour in the organisation, and to promote the health and well-being of all young people who interact with us.
- 1.2. This policy is:
 - 1.2.1. A By-Law of UN Youth Australia, and is adopted and amended only by a vote of the Board of Directors;
 - 1.2.2. The policy adopted by Divisions for the purposes of clause 3.12.8 of the Constitution of UN Youth Australia and the policy of all Divisions of UN Youth Australia separate and apart from UN Youth Australia itself;
 - 1.2.3. UN Youth Australia and UN Youth Queensland Inc.'s Child and Youth Risk Management Strategy under the *Commission for Children and Young People and Child Guardian Act 2000* (QLD);
 - 1.2.4. UN Youth Australia and UN Youth South Australia Inc.'s Child Safe Environment Policy under the *Children's Protection Act 1993* (SA); and,
 - 1.2.5. The Child Protection Policy required by Department of Foreign Affairs and Trade of all civil society organisations with whom it partners.
- 1.3. This policy shall be interpreted in compliance with the principles of the United Nations Convention on the Rights of the Child.
- 1.4. This policy will be made available:
 - 1.4.1. on the UN Youth Australia website,
 - 1.4.2. to all participants in UN Youth events and their legal guardians before and after registration for the event, and,
 - 1.4.3. at all UN Youth events.

Scope and persons affected

[Last modified: 30/03/2019, by the Board]

- 1.5. This Policy applies to:
 - 1.5.1. All Directors and members of UN Youth Australia; and,
 - 1.5.2. All participants in any UN Youth event; and,
 - 1.5.3. Any organisation working in partnership with UN Youth Australia to deliver an event.
- 1.6. Members are bound by this Policy at all times except when the Policy otherwise provides.

- 1.6.1. For the avoidance of doubt, sections of this Policy regarding the conduct of “delegates” and “facilitators” apply to members only when they hold a “delegate” or “facilitator” role, as defined by the Policy.
- 1.6.2. The responsible entity must determine whether a member’s behaviour out of their volunteering role has a sufficient impact on their UN Youth volunteering work to merit a response.
- 1.6.3. The responsible entity shall take appropriate action against a member on the basis of behaviour unbecoming to the reputation of the organisation or commitments in this Welfare Policy.
- 1.7. In determining whether a Division or National is the responsible body for the purposes of a particular event, or other matter discussed in this policy:
 - 1.7.1. If the matter relates to a Divisional Event, the responsible body is that Division;
 - 1.7.2. If the matter relates to a National Event, the responsible body is National;
 - 1.7.3. If the matter relates to something occurring outside an event, the responsible body is National, if
 - 1.7.3.1. It involves members of the Board, National Officers, or National Staff, unless they are acting solely in their capacity as a divisional member or office bearer;
 - 1.7.3.2. It involves members of multiple Divisions;
 - 1.7.3.3. The relevant divisional Welfare Supervisor or the National Welfare Supervisor deem that multiple members of the relevant divisional executive have conflicts of interest.
 - 1.7.4. For all other matters relating to something occurring outside an event, the responsible body is the relevant Division.
 - 1.7.5. The Board of Directors shall determine any disputes and ambiguities arising from this section, with the advice of the Welfare Committee (WC).

2. MISSION STATEMENT

Guiding Principle

- 2.1. The safety and wellbeing of all people, including children, involved in UN Youth is our paramount concern.

Principles and Statement of Commitment

- 2.2. UN Youth is committed to the protection of all young people from all forms of harm.
- 2.3. UN Youth has a zero-tolerance for any form of child abuse. This Policy aims to prevent any abuse of children in our care.
- 2.4. UN Youth supports the rights and welfare of all facilitators and encourages their participation in creating safe places to volunteer.
- 2.5. UN Youth owes a moral and legal duty of care to do everything possible to ensure facilitators placed to work with delegates are safe and suitable, and have appropriate depth of awareness of child protection issues.
- 2.6. All members of UN Youth Australia are expected to operate in accordance with Australian Commonwealth Laws (including extra-territorial laws) and relevant local laws at all times.

Democratic structure and participation of young people

- 2.7. UN Youth Australia is a youth-led organisation, and will always be governed with full participation of young people, including children.
- 2.8. All concerns expressed by young people, including children, will be listened to and acted on promptly.
- 2.9. All leaders of the organisation must take active steps to promote and preserve the active participation of young people, including children, in our free and open governance structure relating to welfare.

3. DEFINITIONS

Dictionary

- 3.1. When used in this Policy:
- 3.1.1. **“Abuse”** or **“Neglect”** in relation to a child, means:
 - 3.1.1.1. sexual abuse of the child; or
 - 3.1.1.2. physical or emotional abuse of the child, or neglect of the child, to the extent that:
 - 3.1.1.3. the child has suffered or is likely to suffer, physical or psychological injury detrimental to the child’s wellbeing; or
 - 3.1.1.4. the child’s physical or psychological development is in jeopardy;
 - 3.1.2. **“Child”** or **“Children”** means a person under the age of eighteen (18) years;
 - 3.1.3. **“Child Safeguarding”** means the process of protecting children from abuse or neglect, preventing impairment of their health and development, and ensuring that they are growing up in circumstances consistent with the provision of safe and effective care that enables children to have optimum life chances;
 - 3.1.4. **“Child Protection Agency”** means the New South Wales Department of Community Services; the Victorian Department of Human Services; the Queensland Department of Child Safety; the South Australian Department of Families and Communities; the Western Australian Department for Child Protection; the Tasmanian Child Protection Services; the Australian Capital Territory Department of Community Services and/or the Northern Territory Families and Children Division;
 - 3.1.5. A **“Convenor”** of a event means the person with primary responsibility for the execution of the event, in contrast to the responsible entity, which supervises it, and members of the event’s organising committee (or **“OC”**), who assist the Convenor. A “Convenor” used without context is taken to refer to the Convenor of the event to which the section in question relates;
 - 3.1.6. A **“Delegate”** is an active participant in an event, or a person committed to attend that event in an active participatory role, who is not a facilitator, is intended as a primary beneficiary of that event.
 - 3.1.7. **“Divisions”** means the Voting Members of UN Youth Australia;
 - 3.1.8. the **“Directors”** used without context means Directors of UN Youth Australia (referred to otherwise as **“Board of Directors”**) and all voting members of all management committees of all Divisions (referred to otherwise as **“Divisional Directors”**);
 - 3.1.9. An **“event”** means any activity of any member in UN Youth Australia that is open to non-members and organised by Associate members

on behalf of UN Youth Australia or one of UN Youth Australia's Voting Members.

- 3.1.9.1. A sequence of days of identical activities with different delegates is considered a sequence of separate events for the purposes of calculating delegate numbers.
- 3.1.9.2. An **event begins and concludes** at a time determined by the Convenor, advertised to attendees in advance, provided that no event may formally concluded unless no delegate is, or ought to be, under the care, supervision, or authority of a facilitator by virtue of that facilitator's position at the event.
- 3.1.9.3. Without otherwise limiting this definition, the following are not considered events for the purpose of this policy:
 - 3.1.9.3.1. an occasion that is purely social in character for which no financial responsibility is held by a Division or UN Youth Australia;
 - 3.1.9.3.2. an internal meeting of a responsible entity or one of its committees, or a gathering of officers or members only for the purposes of organisational review or governance;
- 3.1.9.4. For the avoidance of doubt, all socials associated with a National Council Stated Meeting are considered part of the event of that Meeting;
- 3.1.10. "**Facilitator**" is a member of UN Youth, other than a Division, supporting the execution of a event, including but not limited to serving as a Convenor, judge, observer, photographer, or Welfare Officer, who holds that position from the moment they agree to undertake that facilitation role for the event until the moment at which formal event activities have concluded and no delegate at the event is, or ought to be, under that facilitator's care, supervision, or authority;
- 3.1.11. "**Facilitator-Designate**" means a person, other than an Associate Member, who is so designated by the Convenor or the responsible entity. A facilitator-designate has the same length of service, from the date of their designation, as a facilitator.
- 3.1.12. a person is "**intoxicated**" if:
 - 3.1.12.1. the person has consumed alcohol in the past twelve hours; or
 - 3.1.12.2. their speech, balance, coordination or behaviour is noticeably affected and it is reasonable in the circumstances to believe that this is the result of the consumption of alcohol.
- 3.1.13. "**male**" and "**female**" when used in this Policy mean persons who self-identify as "male" and "female" respectively;
- 3.1.14. "**Misconduct**" occurs when any person affiliated with or involved with any body in UN Youth violates any provision of the Federal Welfare Policy, regardless of whether the breach was intentional or accidental.
 - 3.1.14.1. Misconduct can be "victimless" or result in victims unable or

- unwilling to come forward.
- 3.1.14.2. Serious Misconduct occurs in any case where the relevant Welfare Arbitrator determines that Misconduct is serious, at their discretion.
- 3.1.15. A “**member**” means all classes of members in National; a Voting Member is referred to as a “Division”; while “Associate Members” are individuals under the National Constitution;
- 3.1.16. “**National**” means to the company limited by guarantee called United Nations Youth Australia Limited ACN 165 080 795;
- 3.1.17. “**National Constitution**” means the Constitution of National; in contrast to “**divisional constitutions**” which are the constitutions of the Divisions;
- 3.1.18. “**Participants**” means all delegates and facilitators (but not spectators) at a particular event;
- 3.1.19. “**this policy**” means the Welfare Policy of UN Youth Australia
- 3.1.20. “**responsible entity**” means the legal person, either National or one of the Divisions, with responsibility over a matter under the terms of this Policy; unless expressly stated otherwise, the body within the responsible entity (other than a member’s meeting/the membership as a whole) generally responsible for the governance of the entity is required to ensure that the entity complies with its duties under this Policy.
- 3.1.20.1. For avoidance of doubt, where this Policy provides for a decision to be made by the responsible entity, that decision will be made by the relevant Divisional Executive for a Division and the Board of Directors for National.
- 3.1.21. “a **section**” means an individual point or points of this policy. Hence, this particular provision is section 3.1.21 of this policy; a reference to section 3, however, would encompass all sections whose numbers commence with 3;
- 3.1.22. “**Sensitive Information**” about a person means information about an individual’s race or ethnic origins; political opinions; membership of a political association; religious beliefs or affiliations; philosophical beliefs; membership of a professional or trade association; membership of a trade union; sexual orientation or practices; criminal record; health; genetic information; biometric information; or biometric templates.
- 3.1.23. “**Sobriety**” when it applies to a facilitator means that, at the time of determination,
- 3.1.23.1. he person has not consumed alcohol in the past twelve hours; and
- 3.1.23.2. their speech, balance, coordination or behaviour is not noticeably affected in circumstances where it is reasonable to believe that this is the result of the consumption of alcohol.

- 3.1.24. “**Spectators**” means people who attend an event who are not delegates or facilitators (such as audience members, invited guests, teachers, etc);
- 3.1.25. “**UN Youth**” used without context means both National and all of the Divisions.
- 3.1.26. A “**Working with Children Check**” is a Working with Vulnerable People Check in the ACT, an Ochre Card in the Northern Territory, a National Police Certificate in South Australia, a Working with Children Registration in Tasmania, a Working with Children Check in New South Wales, Victoria, and Western Australia, and a Blue Card in Queensland.
- 3.1.27. The “**Working with Children Check Officer**” means the ‘contact person’ for Working With Children Checks appointed by the Divisional Executive;
- 3.1.28. “**WC**” is the Welfare Committee;
- 3.1.29. “**Welfare**” comprises any action taken by a participant in an activity of UN Youth to further the physical, mental or emotional wellbeing of themselves or another participant; and,
- 3.1.30. The “**Welfare Supervisor**” when not otherwise specified, means the particular Divisional Welfare Supervisor of the responsible body if that responsible body is a Division, or the Chief Human Resources Officer in all other cases.

Event categories

- 3.2. Regardless of whether a event is Divisional or National, all events fall into at least one of these categories:
- 3.2.1. a **school event**, being single-day event held entirely on the premises of a school, supervised by qualified school teachers;
- 3.2.2. a **social event**, is a self-contained event that is wholly social in character organised for the primary purpose of enriching the experience of members and close associates, and which, if it includes alcohol, does not include any minors as participants,
- 3.2.3. A **large day event** is a an event that:
- 3.2.3.1. Is not a school or social event, includes more than 120 delegates and takes place for longer than four hours on a single day, or;
- 3.2.3.2. An event, not meeting these criteria, which is so designated by the responsible entity.
- 3.2.4. An **overnight event** is any event in which more than 15 delegates under the age of 19 attend the event for two or more consecutive days, sleeping over in accommodation supervised by facilitators;
- 3.2.5. An **international event** is any overnight event that primarily occurs outside Australia;
- 3.2.6. A **National Council stated meeting** is any general meeting of the members of UN Youth Australia and any social activities organised

in connection to that meeting (which are not considered social events for the purposes of this policy);

3.2.7. A **small event** is any event which does not fall into any of the other categories of event.

4. RESPONSIBILITIES

Key Welfare Personnel

- 4.1. While welfare is everyone's responsibility, particular officers in UN Youth have special responsibility for promoting and advancing our welfare objectives. These are:
 - 4.1.1. A **Welfare Officer**, a facilitator with up to date Level 2 First Aid Training¹;
 - 4.1.2. A **Head of Welfare**, a Welfare Officer who coordinates and manages Welfare Officers for an event and has served as a Welfare Officer before at an event of the same category;
 - 4.1.3. A **Welfare Arbitrator**, a person who is given responsibility under this Policy to handle alleged breaches of the Federal Welfare Policy;
 - 4.1.4. The **Divisional Welfare Supervisor**, a Divisional Director who is assigned *ex officio* by a Division's Bylaws
 - 4.1.5. The **Working With Children Check Officer** is the 'contact person' for Working with Children Checks.
 - 4.1.6. The **National Welfare Supervisor**, a National Officer who is assigned the position *ex officio* in the National Bylaws.

The National Welfare Committee

- 4.2. National's welfare system is overseen, and the Welfare Policy interpreted, by the Welfare Committee, comprised of four members:
 - 4.2.1. at least three National Directors, and
 - 4.2.2. the Chief Human Resources Officer.
- 4.3. Should a Director or Directors leave the Welfare Committee, the Board of Directors shall appoint replacement members of the Welfare Committee as required.
- 4.4. Should a member or members of the WC stand recused from WC (pursuant to FWP 4.7), the remaining members of the WC, with approval from the Board, will appoint alternative members to the WC ("Alternates"), but only for the duration of time the member they replace is recused for and in relation to the specific issue(s) to which the recusal relates.
- 4.5. Except where otherwise stated, WC decisions are reached by the assent of a majority of the total number of un-recused WC members and Alternates serving as WC members.
- 4.6. Any two members of WC or Alternates serving as WC members can call a WC meeting.
 - 4.6.1. No WC meeting may be held without 24 hours of notice to WC and the Board of Directors.

¹ Also known as "Senior First Aid" or "Apply First Aid". Any doubts as to the sufficiency of any first aid qualification, including mental health first aid, shall be resolved by the relevant Executive

- 4.6.2. Meetings of WC may be held in person or by teleconference.
- 4.6.3. All WC decisions must be recorded and all WC proceedings and meetings minuted.
- 4.7. A WC member shall stand recused from WC when:
 - 4.7.1. They have a material personal interest in the case,
 - 4.7.2. WC reviews findings that member made as an arbitrator (unless they were acting as a member of WC as a whole, as in a ban case), or
 - 4.7.3. A majority of other currently voting WC members finds them to have a conflict of interest in a case.
- 4.8. The Chair of the Welfare Committee shall:
 - 4.8.1. Supervise the work of the WC and ensure WC fulfils its obligations under this Policy; and
 - 4.8.2. Represent WC to UN Youth and the public
- 4.9. If WC as a whole is required by this Policy to be consulted or give advice on a matter and cannot be convened in time for that advice or consultation to be effective, the assent of the Chair of the Welfare Committee, with notice to the rest of WC and the Board, is sufficient to satisfy the consultation requirement. This provision shall not preclude WC or the Board giving advice relevant to the consultation at a later point.

The Welfare Arbitrator Pool

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- 4.10. The Welfare Arbitrator Pool is a standing group of persons who may be appointed as a Welfare Arbitrator in relation to:
 - 4.10.1. Misconduct occurring outside an Event in National;
 - 4.10.2. Any other Misconduct, where the Welfare Committee has determined as a result of a Review or Appeal that that a member of the Welfare Arbitrator Pool should re-conduct some or all of the Investigation.
- 4.11. The Chief Human Resources Officer is responsible for allocating Investigations to individual members of the Welfare Arbitrator Pool.

Note: The Chief Human Resources Officer is the National Welfare Supervisor, in accordance with Bylaw 11.16.9.
- 4.12. Members of the Welfare Arbitrator Pool must be:
 - 4.12.1. Appointed by the Board;
 - 4.12.2. Compliant with all requirements stated for Facilitators in Section 7.

5. MANAGING RISK

Ensuring a Child-Safe Environment

- 5.1. The first objective of all UN Youth events, and the first responsibility of a responsible entity, is the creation of a child-safe environment. The responsible entity should never permit an event to go forward that would be unsafe or does not follow the provisions in this policy.

Minimum Staff Required at events

- 5.2. Each kind of event (**except a solely school event or solely social event**) has specialist welfare staff appointed, with the advice and consent of the Welfare Supervisor, as follows:
- 5.2.1. For a **small event**, the Convenor must appoint at least one Welfare Officer who shall serve as Welfare Arbitrator; and additional Welfare Officers for the event such that the number of present, willing and available first-aid trained staff at the venue is not less than one for every 40 participants.
- 5.2.2. For a **large day event, or overnight event**, the Convenor must appoint:
- 5.2.2.1. at least one male and one female Welfare Officer; and,
- 5.2.2.2. at least one Welfare Officer per 40 participants after the first 80 participants; and²
- 5.2.2.3. of the Welfare Officers, at least one Welfare Officer with a current mental health first aid certificate, and,
- 5.2.2.4. of the Welfare Officers, a Head of Welfare; and,
- 5.2.2.5. one facilitator who is (a) not a welfare officer and (b) not required to look after specific delegates to be the Welfare Arbitrator; in a National Council Stated Meeting this person must be a member of the Board, Nexec or the WC; and,
- 5.2.2.6. Facilitators sufficient to ensure that facilitator: delegate ratios are at least at the level specified in the event's risk management plan and/or the directions made by the responsible entity; facilitators under the age of 18 do not count towards satisfaction of these ratios.
- 5.2.3. or an **international event**, the Convenors and Deputy Convenors serve as Welfare Officers, and Convenors and Deputy Convenors shall:
- 5.2.3.1. have the same qualifications as a Welfare Officer at a small event; and,
- 5.2.3.2. include in their number at least one facilitator with a current mental health first aid certificate; and,

² Explanatory note: This means 2 Welfare officers from 0-80 participants, then 3 welfare officers for 80-120 participants, 4 officers for 120-160 participants, and so on. An event with 100 delegates and 40 facilitators has 140 participants.

- 5.2.3.3. include in their number at least one male and one female facilitator; and,
- 5.2.3.4. work with one facilitator external to their team who is designated by the responsible entity to serve as the Welfare Arbitrator.
- 5.2.4. For a **National Council Stated Meeting**, the Board of Directors must appoint:
 - 5.2.4.1. At least four Welfare Officers, or at least six Welfare Officers if there are more than 60 participants at the National Council stated meeting; irrespective of the number appointed at least one Welfare Officer must be male and one female; and,
 - 5.2.4.2. Of the Welfare Officers, at least one Welfare Officer with a current mental health first aid certificate; and,
 - 5.2.4.3. From the Welfare Officers, a Head of Welfare; and,
 - 5.2.4.4. From the National Directors, National Executive officers, or WC members personally present, a Welfare Arbitrator.

Before a UN Youth event: Risk Management Plans

- 5.3. The Convenor of a **large day event, overnight event, international event, or National Council Stated Meeting**, must provide the Welfare Supervisor with a risk management plan at least two months before their event.
 - 5.3.1. Convenors of school, social or small events are encouraged, but not required, to develop risk management plans consistent with this section.
 - 5.3.2. The responsible entity must approve this plan before the event can take place.
 - 5.3.3. The risk management plan must at minimum:
 - 5.3.3.1. identify risks, especially to participants' physical and mental health, as well as child safety,
 - 5.3.3.2. classify any high-risk activities,
 - 5.3.3.3. document steps being taken to reduce or remove those risks;
 - 5.3.3.4. articulate cyber-safe guidelines that uphold the principles of the Code of Conduct and protect UN Youth's reputation while advancing the educational mission of the event;
 - 5.3.3.5. explain, if the event includes alcohol, how a responsible alcohol culture will be promoted and sustained;
 - 5.3.4. For **overnight** and **international** events only, after the plan has been approved by the responsible entity but at least one month before the event takes place, the plan and the general welfare preparedness of the event will be audited by a member of WC who is not on the OC, the Convenor or Welfare Supervisor:

- 5.3.4.1. After they audit the plan, the WC member, Welfare Supervisor, and Convenor will work together to make and execute any necessary revisions to the plan.
- 5.3.4.2. The responsible entity shall settle any disputes on plan revisions.
- 5.3.5. A risk management plan, once approved, is considered a part of this policy (binding that event only) and breaches of the plan shall be considered breaches of this policy.

Special provisions

- 5.4. For the Pacific Project, Emerging Leaders Program and Middle East Experience only the following provisions shall apply:
 - 5.4.1. Delegates and facilitators must be immunised for the following diseases: Hepatitis A, Hepatitis B, Typhoid, Tetanus and Diphtheria, Whooping Cough, Polio, Measles, Mumps and Rubella, and Chicken Pox.
 - 5.4.2. Delegates and facilitators may apply, in writing, to the National Operations Director for a waiver from the immunisation requirement of this section 5.4 for medical reasons, and should accompany this request with pertinent medical documentation. The Board of Directors may grant a waiver if the National Operations Director refuses to do so.

During a UN Youth event: creating a child-safe environment

- 5.5. The Convenor of a UN Youth event must, in addition to implementing their risk management plan:
 - 5.5.1. In **all events** if applicable:
 - 5.5.1.1. Gain the signed consent of parents or carers before communicating by phone with any delegate under the age of 18 in connection with the event;
 - 5.5.1.2. Ensure the Welfare officers, if appointed, are equipped with a fully stocked first aid kit (see Appendix 1);
 - 5.5.1.3. Ensure that underaged facilitators are never placed in a position where they are alone with delegates without an overage facilitator supervising those delegates;
 - 5.5.1.4. Not count underaged facilitators towards satisfying any delegate:facilitator ratios.
 - 5.5.1.5. Never place any person with a welfare role at an event (whether a Welfare Officer or Arbitrator) in any role at the event itself in the selection of delegates for any prizes, awards, or positions in subsequent events.
 - 5.5.1.6. Not permit any facilitator without a full (non-probationary) license to drive a car or bus (broadly defined) in which one or more delegates are transported, including to and from the event, unless:

- 5.5.1.6.1. An emergency requires it, or,
 - 5.5.1.6.2. Such transportation is an operational necessity, provided for by express written consent, and their parents/guardians if the delegate is a minor have expressly consented to the specific transport proposed.
- 5.5.2. In an **overnight event**:
- 5.5.2.1. Assign mixed-gender shared rooms as a default only if individuals so assigned are able, upon their request, to be reassigned to a single-gender shared room at no extra cost;
 - 5.5.2.2. Ensure that each building or complex of buildings in which delegates sleep has at least one Welfare Officer in residence, in a prominent and well-signed location;
- 5.5.3. In an **international event**:
- 5.5.3.1. Ensure that all delegates are and remain in the direct care of at least one facilitator (or a home stay family, consistent with the Facilitator Code of Conduct) until they have been accompanied to their final transit point outside Australia;
 - 5.5.3.2. Ensure that no-one other than the duly appointed facilitators or tour guides/guests given permission by the Convenor accompany the tour at any time,
 - 5.5.3.3. Ensure that no travel is planned to or through areas designated by the Australian Department of Foreign Affairs and Trade as ‘reconsider your need to travel’ or ‘do not travel’, and that where such warnings become current, they immediately take action to remove participants from those areas or cancel any planned travel to or through them.
- 5.5.4. In a **National Council Stated Meeting**:
- 5.5.4.1. Ensure that at least three Welfare Officers attend each scheduled social event at that meeting, and,
 - 5.5.4.2. Ensure that at least two Welfare Officers stay in the official Stated Meeting accommodation.

During a UN Youth event: photography

- 5.6. In all events, facilitators and the Convenor must:
- 5.6.1. assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a participant,
 - 5.6.2. obtain informed consent from the participant before photographing or filming the participant; as part of this they must explain how the photograph or film will be used;
 - 5.6.3. obtain informed consent from the parent or guardian of a delegate who is a child before photographing or filming a child; as part of this they must explain how the photograph or film will be used;

- 5.6.4. ensure photographs, films, videos and DVDs present children in a honest, dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive;
- 5.6.5. ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form except with the express consent of the child and their legal guardian.

6. CODE OF CONDUCT

Code of Conduct for all Members and Participants

- 6.1. At all times, all Associate members of UN Youth Australia, and all participants in any event, agree that they will:
 - 6.1.1. Respect the health and safety of others. This precludes acts or threats of violence, or conduct reasonably likely to endanger the physical or mental health of other persons;
 - 6.1.2. Never engage in harassment or sexual harassment in any medium (including in person, in writing, or online). Harassment is defined as any unwanted action, and sexual harassment any unwanted sexual action, that:
 - 6.1.2.1. Involves a stated or implicit threat to the victim's membership, office, selection or employment status; or
 - 6.1.2.2. Has the purpose or effect of interfering with an individual's participation in activities or performance of their duties; or,
 - 6.1.2.3. Creates an intimidating or offensive living or work environment;
 - 6.1.3. Never engage in behaviour to shame, humiliate, belittle or degrade others, or otherwise emotionally abuse others;
 - 6.1.4. Never, if they are over the age of 18, initiate or continue a sexual relationship (broadly defined), or place themselves in a sexual context, with any other person under the age of 18 over whom the overage person has care, supervision, or authority;
 - 6.1.5. Refrain from discriminating against a member or participant on the basis of race, ethnicity, national origin, sex, gender, sexual orientation, gender identity or expression, creed, or disability;
 - 6.1.6. Treat others with dignity and respect regardless of race, colour, sex, gender, age, language, religion, political or other opinion, national, ethnic or social origin, property, disability, sexual orientation, gender identity, birth or other status, and accordingly refrain from language or behaviour that is abusive, demeaning, or culturally inappropriate;
 - 6.1.7. Refrain from stealing, damaging, defacing, or misusing the property or facilities of UN Youth or of others;
 - 6.1.8. Be honest and truthful in dealings with UN Youth;
 - 6.1.9. Cooperate fully and honestly with the UN Youth Australia Welfare Policy, complying with all sanctions thereby imposed;

Code of Conduct for Delegates at Events

- 6.2. In addition to the general code of conduct outlined in section 2.1, all delegates at a event (and if they are children, their legal guardians) must:
 - 6.2.1. Not consume any amount of alcohol or other drugs at any time during the event with the exception of caffeine and bona fide medicine consumed with the knowledge of a Welfare Officer;

- 6.2.2. Consent to the general Code of Conduct and this Code before taking part in the event;
- 6.2.3. If they are at an overnight event, supply the Welfare Officers with all pertinent details of the medication they are presently taking, if any;
- 6.2.4. Follow all reasonable instructions of facilitators at the Activity;
- 6.2.5. Attend all event programming unless they receive permission to leave granted either by the Convenor or a Welfare Officer and, if they are a minor, the permission of their parents/guardians;
- 6.2.6. Agree that all selection decisions both for a place in an event or a place in a subsequent event, or decisions of prizes and awards, are final and may not be appealed

Code of Conduct for National Council Stated Meeting

- 6.3. The Delegate and Facilitator Codes of Conduct shall not apply to a National Council stated meeting or social event.
- 6.4. Participants at a National Council Stated meeting must:
 - 6.4.1. Not coerce any participant by any means to consume alcohol, tobacco, or any other substance, or be physically excluded from a larger group of participants by their choice or otherwise to not consume drugs, alcohol, tobacco, or any other substance;
 - 6.4.2. Obey the instructions given by welfare officers concerning alcohol consumption;
 - 6.4.3. Consent to the general Code of Conduct and this Code before taking part in the event;
 - 6.4.4. If they are at an overnight event, supply the Welfare Officers with all pertinent details of the medication they are presently taking, if any;
 - 6.4.5. Follow all reasonable instructions of facilitators at the Activity;
 - 6.4.6. Only leave the event having provided written notice to the Convenor;

Code of Conduct for Facilitators

- 6.5. Every facilitator bears particular responsibility for protecting the health, safety, and wellbeing of delegates. This duty comes before all others, including protecting the reputation of the Association.
- 6.6. Facilitators must agree they **will**:
 - 6.6.1. Immediately disclose all charges, convictions, and other outcomes of an offense, which occurred before or occurs during that facilitator's association with UN Youth that relate to child exploitation and abuse;
 - 6.6.2. Advise the responsible entity of that facilitator's involvement (not necessarily participation) in any situation likely to bring UN Youth or any part of UN Youth into disrepute (in defining likelihood, a facilitator must err on the side of disclosure);
 - 6.6.3. Conduct themselves in a manner consistent with being a positive role model to delegates and a representative of UN Youth;

- 6.6.4. Immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with the procedures outlined in this policy and the law;
- 6.6.5. Remain visible when working with children, and, whenever possible, ensure another adult facilitator is present when working in the proximity of children;
- 6.6.6. Use any computers, mobile phones, video cameras, cameras, or social media appropriately and in accordance with this policy, and never to exploit or harass children or access child exploitation material through any medium,
- 6.6.7. Follow the reasonable instructions of the event's Convenor or OC acting on that Convenor's behalf;
- 6.6.8. If they are a facilitator at an overnight event, supply the Welfare Officers with all pertinent details of the medication they are presently taking, if any;
- 6.6.9. Ensure the delegates for which they are responsible are properly supervised at all times;
- 6.6.10. Respect their obligations to keep sensitive information about delegates and other facilitators private, except as required under their mandatory reporting duties;
- 6.6.11. Accept the authority of the responsible entity to dismiss them without appeal or recourse if the facilitator is found in breach of the Facilitator Code of Conduct or if, in the responsible entity's judgment, they would otherwise pose a risk to children. This acceptance extends to being sent home at the facilitator's own expense.
- 6.7. Facilitators must agree that they will **not**:
 - 6.7.1. At an Event with child delegates, consume any amount of alcohol or other drugs at any time during the Program with the exception of caffeine, bona fide medicine consumed with the knowledge of a Welfare Officer, and tobacco smoked outside the visibility of any delegates;
 - 6.7.2. Engage delegates in any form of sexual intercourse or sexual activity, or engage in any conduct involving a delegate that is inappropriate, sexually provocative, or from which a reasonable inference of a sexual relationship (broadly defined) or a sexual context could be drawn;
 - 6.7.3. Invite a delegate into their home unless the delegate is at immediate risk of injury or physical danger or the delegate is a member of their immediate family;
 - 6.7.4. Sleep close to children unless absolutely necessary, in which case they must obtain the responsible entity's or Welfare Supervisor's permission (preferably in advance through the risk management plan) and, in all cases, ensure that another adult is present;
 - 6.7.5. Condone or participate in delegate behaviour that is illegal, unsafe, or abusive;

- 6.7.6. Use physical punishment of any kind on anyone;
- 6.7.7. Hire children for domestic or other labour;
- 6.7.8. Absent themselves at any time from the event, or activities connected with the event they have been asked to attend, without the permission of the Convenor or a Welfare Officer;
- 6.7.9. Leave a child in UN Youth's care unsupervised by a facilitator for any appreciable period of time (except times in which the delegate is participating in a home stay arrangement with a host family, and this arrangement has been approved in writing by that delegates' parents/guardians)
- 6.7.10. Do things for delegates of a personal nature that they can do for themselves;
- 6.7.11. Access or create sexually abusive images of minors;
- 6.7.12. Use inappropriate language – whether of an offensive, discriminatory, demeaning, abusive or sexual nature – when speaking with or whilst in the presence of a minor;
- 6.7.13. Discriminate against or in favour of particular delegates to the exclusion of others, or create a perception of favouritism or a “special relationship” towards another delegate.

7. RECRUITMENT, SELECTION AND TRAINING

Recruiting and Supervising Staff

- 7.1. UN Youth will be vigilant in its recruitment and selection of facilitators. Accordingly, **all facilitators other than facilitators-designate** must be recruited and appointed by processes determined by the responsible entity that includes:
 - 7.1.1. clear and comprehensive position descriptions;
 - 7.1.2. clear selection criteria, including a commitment to attract and select positive role models;
 - 7.1.3. three rigorous verbal reference checks;
 - 7.1.4. interview plans that incorporate behavioural-based interview questions; and,
 - 7.1.5. a clear commitment to preventing a person from working with delegates if they pose those delegates an unacceptable risk.
- 7.2. All candidates for a facilitator position, and all facilitators-designate, must, before taking up that position:
 - 7.2.1. Deposit a true and accurate copy of their valid Working with Children Check with the Working With Children Check Officer, unless, by virtue only of the fact that the laws of the jurisdiction of the event prevent individuals under the age of eighteen (18) years from receiving a Working With Children Check, the facilitator is unable to obtain a Working With Children Check.
 - 7.2.2. Provide at least two forms of identification and evidence of credentials relied upon in their application,
 - 7.2.3. Consent to a criminal record check being carried out by the Australian Federal Police, as well as checks by the relevant authorities in countries where an individual has resided or worked for a period of 12 months or more in the past five years;
 - 7.2.4. Disclose whether they have been charged with offences relating to privacy, violence, or child exploitation, and the outcomes of those charges;
 - 7.2.5. agree in writing to the Code of Conduct with whatever additional conditions are prescribed by the responsible entity.
- 7.3. All facilitators must be aged 18 years or older unless given permission by their parents/guardians and the responsible entity expressly consents.
- 7.4. Each responsible entity, must maintain a volunteer register that indicates whether they have complied with the requirements of section 3, in particular:
 - 7.4.1. That the person has received a Working with Children Check, and the date that person's Check expires; and,

- 7.4.2. When the volunteer left the organisation permanently, and the date the relevant state authority was informed, if applicable³
- 7.5. All parts of this Federal Welfare Policy apply to ‘facilitator-designates’, except as inconsistent with the following special rules for ‘facilitator-designates’:
 - 7.5.1. The responsible entity shall designate as a “facilitator-designate” for an event any person who will serve in a facilitator’s capacity in an environment with children, such that they will directly interact with those delegates over an extended period of time; and,
 - 7.5.1.1. Is not, and is not eligible to be, an Associate Member of the Company; and,
 - 7.5.1.2. Is not an employee of an employer who
 - 7.5.1.2.1. expects that person to work regularly with children;
 - 7.5.1.2.2. has screened that person in accordance with local legislation;
 - 7.5.1.2.3. binds that person to a code of conduct substantially similar to the Facilitator Code of Conduct in Section 2 of this Policy;
 - 7.5.1.2.4. has indicated, or can be reasonably assumed to have indicated, that the person’s duties at the event are within the scope of their employment with that employer; and,
 - 7.5.1.3. Will not be supervised at all times by at least four qualified facilitators.
 - 7.5.2. The responsible entity must list the names of all facilitators- designate and the reason for their designation in their Risk Management Plan; any event at which a facilitator-designate is designated must have a Risk Management Plan notwithstanding exemption conveyed by other provisions in Section 3 of this Policy;
 - 7.5.3. The responsible entity or Convenor may prescribe special rules and requirements for facilitators-designate, provided such requirements do not exempt such a facilitator-designate from compliance with this Policy.

Training

- 7.6. All candidates for a facilitator or facilitator designate position must complete an introductory UN Youth Facilitator Training before taking up that position, including:
 - 7.6.1. child protection training,
 - 7.6.2. training in this policy and other UN Youth policies,
 - 7.6.3. training in identifying risks of harm and handling suspicions or disclosures of harm, and,

³ In Queensland, the Commission for Children and Young People and the Child Guardian must be advised when a member leaves the organization

7.6.4. other material prescribed by WC or the Executive.

8. MISCONDUCT AND COMPLAINTS

This section of the FWP sets out the principles and procedures for the investigation and resolution of Misconduct (both at and outside of events), including the processes for reviews and appeals.

What is Misconduct

[Last modified: 30/03/2019, by the Board]

- 8.1. **Misconduct** occurs when any person affiliated with or involved with any body in UN Youth violates any provision of the Federal Welfare Policy, regardless of whether the breach was intentional or accidental.
- 8.2. **Serious Misconduct** occurs in any case where the relevant Welfare Arbitrator determines that Misconduct is serious, at their discretion.

Note: the decision that certain Misconduct is Serious Misconduct is a finding which is subject to the Review and Appeal procedures set out below.

- 8.3. Misconduct occurs at an Event when:
 - 8.3.1. The Misconduct is in the same place and at the same time as an Event,
 - 8.3.2. One or more of the parties in the Misconduct are either a participant or spectator at that event,
 - 8.3.3. The event is not a school event or social event (for Misconduct at a school event or social event, follow the process for Misconduct outside an Event).

Note: Under FWP 3.1.9.2, the following are not considered 'events' for the purposes of the FWP: those which are purely social in character, for which no financial responsibility is held by a Division or UN Youth Australia; and an internal meeting of a responsible entity or one of its committees, or a gathering of officers or members only for the purposes of organisational review or governance.

'School events' and 'social events', which are covered by the FWP, are defined in FWP 3.2.1 and 3.2.2.

- 8.4. Any Misconduct that does not occur at an Event occurs outside an Event.
- 8.5. The processes for Investigation of Misconduct in this section apply to Misconduct that has occurred, is occurring, or may have occurred.
- 8.6. An Associate Member of UN Youth is obligated to report any reasonable suspicion of breach or harm under this policy.

Note: Associate Members should following the reporting processes set out in this Policy.

General Principles

[Last modified: 30/03/2019, by the Board]

- 8.7. The following principles apply to all Investigations, Reviews, Appeals and other decisions made under this section of the Federal Welfare Policy.
- 8.8. All people involved must be advised of their right to:
- 8.8.1. Be provided with a copy of this policy,
 - 8.8.2. Decline to respond,
 - 8.8.3. Be provided with the substance of the allegations made against them and an opportunity to respond to these allegations, before any Sanctions are imposed on them,
 - 8.8.4. Be supported by an Associate Member of UN Youth who is physically present at the event as relevant, or is able to attend a phone call or meeting for any interview conducted under this Section.
- Note:** A support person is for mental and emotional well-being, not for partisan advocacy.
- 8.8.5. If practicable, remain anonymous to the alleged victim(s), witnesses, and/or the individual alleged to have committed the misconduct.
- Note:** Complainants should be made aware that choosing to remain completely anonymous may limit the potential outcomes of the investigation and the possible recourses available.
- 8.8.6. Speak with one of the following if they are aggrieved by the Investigation process whilst it is ongoing:
 - 8.8.6.1. If it is at an event, the Head of Welfare
 - 8.8.6.2. If it is outside an event, the National Welfare Supervisor
- Note:** This is separate from an Appeal, which may only be launched when the Investigation has concluded.
- 8.9. Each incident of Misconduct should be resolved in a way that ensures that:
- 8.9.1. the mental and physical health and safety of all participants, especially children, is protected
 - 8.9.2. if the Misconduct has occurred at an event, the event is disrupted by the minimum necessary to remedy the breach and ensure the welfare of participants.
- 8.10. All Investigations, Reviews, Appeals and other decisions must:
- 8.10.1. comply with standards of procedural fairness, including that Misconduct should be investigated and resolved speedily.
- Note:** While a Review or Appeal may result in the Welfare Arbitrator taking additional steps in relation to the Investigation or a new Welfare Arbitrator being appointed to conduct a new Investigation, care should be taken to ensure that this does not subject the individuals involved to repeated and extensive questioning beyond what is reasonably necessary to resolve the Misconduct.
- 8.10.2. Not unduly disrupt the welfare coverage of an event.
- 8.11. No Sanction may be issued in violation of the principles of due process and natural justice.

- 8.12. It must be clear, to all participants or others, to whom one can make a complaint about UN Youth.
- 8.13. If the processes under this Policy do not effectively resolve participant's concerns, or those of their guardians, parents, or carers, UN Youth will provide them with information on where they can receive more information in relation to our practices and procedures, including but not limited to the relevant Child Safety Commission.

Investigation of Misconduct at an Event

[Last modified: 30/03/2019, by the Board]

- 8.14. When a person becomes aware of Misconduct at an Event, they should:
- 8.14.1. As applicable, take steps to prevent that Misconduct from continuing;
 - 8.14.2. If they are a delegate or spectator, report the incident to any facilitator or the Welfare Arbitrator;
 - 8.14.3. If they are a facilitator, report the incident to the Welfare Arbitrator.
- 8.15. When a Welfare Arbitrator becomes aware of Misconduct, they must conduct an Investigation:
- 8.15.1. Unless they are satisfied that the complaint is vexatious, frivolous, or without any basis.
- 8.16. When conducting an Investigation, the Welfare Arbitrator must undertake the following steps:
- 8.16.1. Ensure the Misconduct or circumstances giving rise to the Misconduct no longer pose an immediate risk to the health or safety of any participant;
Note: This may be done in consultation with the Welfare Officers - see below at 8.17.
 - 8.16.2. Ask the person who reported the Misconduct to provide as much detail as possible about the circumstances of the Misconduct;
Note: Individuals should be made aware of their rights under section 8.8.
 - 8.16.3. Seek out and interview any witnesses to the Misconduct, if practicable;
Note: Individuals should be made aware of their rights under section 8.8.
 - 8.16.4. Interview the individual alleged to have committed the Misconduct, including at minimum:
 - 8.16.4.1. Providing them with the substance of the allegations made against them; and
 - 8.16.4.2. Providing them with an opportunity to respond to these allegations**Note:** Individuals should be made aware of their rights under section 8.8. Individuals have the right to be provided with the substance of the allegations made against the and an opportunity to respond to these allegations, before any Sanctions are imposed on them. If appropriate and requested, this should be done in such a way as to protect the anonymity of the complainant.

- 8.16.5. Make findings in respect of the Misconduct, including:
- 8.16.5.1. Whether the Misconduct occurred; and
 - 8.16.5.2. The nature and seriousness of the Misconduct
- 8.16.6. Determine whether or not to impose Sanctions and the nature of those Sanctions;

Note: See section on Sanctions below.

- 8.16.7. Inform the following people of the substance of the findings, the Sanctions imposed, and the appeal process:
- 8.16.7.1. The individual alleged to have committed the Misconduct;
 - 8.16.7.2. The person(s) who reported the Misconduct
 - 8.16.7.3. Anyone who was interviewed as part of the Investigation

Note: Where relevant, this should include the delegate/spectator who initially reported the misconduct at an Event and the facilitator they reported it to, where that person is not the Welfare Arbitrator.

The appeal process is outlined later in this document.

- 8.17. At any point during an Investigation, the Welfare Arbitrator may:
- 8.17.1. Inform the Convenor of the Event of any information which may affect the operation of the Event;
- Note:** This may include the need to separate two or more parties for the duration of the investigation or the whole event, the need to create alternative activities or transport options, etc.
- 8.17.2. Inform the Welfare Officers of any information relevant to the welfare of a participant; and/or
- Note:** This may include pointing out participants that may require mental/emotional or physical first aid, etc.
- 8.17.3. Inform the National or relevant Divisional President of any information which may affect the operation of National or the Division
 - 8.17.4. Seek advice from the Welfare Supervisor or Head of Welfare.
- 8.18. Once the Welfare Arbitrator has concluded the Investigation, they must submit a Welfare Investigation Report Form.

Note: The Welfare Investigation Report Form is defined and explained in Section 9.

Investigation of Misconduct outside an Event

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- 8.19. Misconduct outside an event will be considered to have occurred in National if:
- 8.19.1. It involves members of the Board, National Officers, or National Staff, unless they are acting solely in their capacity as a divisional member or office bearer;
 - 8.19.2. It involves members of multiple Divisions; or

- 8.19.3. The relevant divisional Welfare Supervisor or the National Welfare Supervisor deem that multiple members of the relevant divisional executive have conflicts of interest.

Note: For definitions of 'conflict of interest', see 8.62.

- 8.20. All other Misconduct outside an event will be considered to have occurred in the relevant Division.
- 8.21. When a person becomes aware of Misconduct outside an Event, they should:
- 8.21.1. As applicable, take steps to prevent that Misconduct from continuing; and
- 8.21.2. Report the incident to the relevant Welfare Supervisor.
- 8.22. The Welfare Supervisor must appoint a Welfare Arbitrator to investigate the Misconduct.

Note: They may appoint themselves.

- 8.22.1. For Misconduct occurring outside an Event in National - the Welfare Supervisor must appoint a Welfare Arbitrator who is a member of the Welfare Arbitrator Pool.
- 8.23. When a Welfare Arbitrator becomes aware of Misconduct, they must conduct an Investigation:
- 8.23.1. Unless they are satisfied that the complaint is vexatious, frivolous, or without any basis.
- 8.24. When conducting an Investigation, the Welfare Arbitrator must undertake the following steps:
- 8.24.1. Ensure the Misconduct or circumstances giving rise to the Misconduct no longer pose an immediate risk to the health or safety of any participant;
- 8.24.2. Ask the person who reported the Misconduct to provide as much detail as possible about the circumstances of the Misconduct;
- 8.24.3. Seek out and interview any witnesses to the Misconduct, if practicable;

Note: Individuals should be made aware of their rights under section 8.8.

- 8.24.4. Interview the individual alleged to have committed the Misconduct, including at minimum:
- 8.24.4.1. Providing them with the substance of the allegations made against them; and
- 8.24.4.2. Providing them with an opportunity to respond to these allegations

Note: Individuals should be made aware of their rights under section 8.8. Individuals have the right to be provided with the substance of the allegations made against the and an opportunity to respond to these allegations, before any Sanctions are imposed on them. If appropriate and requested, this should be done in such a way as to protect the anonymity of the complainant.

- 8.24.5. Make findings in respect of the Misconduct, including:

- 8.24.5.1. Whether the Misconduct occurred; and
- 8.24.5.2. The nature and seriousness of the Misconduct
- 8.24.6. Determine whether or not to impose Sanctions and the nature of those Sanctions;

Note: See section on Sanctions below.

- 8.24.7. Inform the following people of the substance of the findings, the Sanctions imposed, and the appeal process:
 - 8.24.7.1. The individual alleged to have committed the Misconduct;
 - 8.24.7.2. The person(s) who reported the Misconduct
 - 8.24.7.3. Anyone who was interviewed as part of the Investigation

Note: Where relevant, this should include the delegate/spectator who initially reported the misconduct at an Event and the facilitator they reported it to, where that person is not the Welfare Arbitrator.

The appeal process is outlined later in this document.

- 8.25. At any point during an Investigation, the Welfare Arbitrator may:
 - 8.25.1. Inform the National or relevant Divisional President of any information which may affect the operation of National or the Division; and/or
 - 8.25.2. Inform the relevant Welfare Supervisor of any information relevant to the welfare of a participant.
 - 8.25.3. Seek procedural advice from the National Welfare Supervisor.
- 8.26. Once the Welfare Arbitrator has concluded the Investigation, they must submit a Welfare Investigation Report Form.

Note: The Welfare Investigation Report Form is defined and explained in Section 9.

Sanctions

[Last modified: 30/03/2019, by the Board]

- 8.27. The Welfare Arbitrator shall determine appropriate Sanctions in response to Misconduct, subject to the requirements in this section.

Note: Sanctions are also subject to the Review and Appeal procedures set out below.

- 8.28. Sanctions must take into consideration the health and well-being of all participants and prioritise outcomes that minimise harm.
- 8.29. For Misconduct at an Event, Sanctions must:
 - 8.29.1. Have a limited impact on the Event;
 - 8.29.2. Not lead to a child being unsupervised;
 - 8.29.3. If the proposed Sanction intends to limit a delegate's performance in a public competition, be determined in consultation with the Chair or head of any judging or assessment committee.
- 8.30. There are two tiers of Sanctions:
 - 8.30.1. General Sanctions for Misconduct, and

- 8.30.2. Severe Sanctions for Serious Misconduct.
- 8.31. Severe Sanctions at an event are where a participant is:
- 8.31.1. Sent home at their own expense, or
 - 8.31.2. if being sent home is impractical, excluded from some or all of the event.
- Note:** The Welfare Arbitrator should consult with the Event Convenor and other facilitators as relevant to determine the appropriateness of Severe Sanctions.
- 8.32. Additional Severe Sanctions may be imposed at the discretion of the responsible entity in relation to Serious Misconduct at an Event or outside an Event.
- Note:** Examples of Severe Sanctions include a temporary or permanent ban on facilitation, or revocation of membership (subject to relevant requirements in the relevant Constitution and Bylaws).
- 8.33. Severe Sanctions must be approved by the relevant Divisional Executive or National Executive (in response to Serious Misconduct that occurred in a Division or in National respectively) if the Serious Misconduct occurred:
- 8.33.1. Outside an event,
 - 8.33.2. On an international activity, or
 - 8.33.3. At any event, but where the Severe Sanctions are not restricted in effect to that event.
- 8.34. Sanctions will not be imposed on any participant who:
- 8.34.1. seeks medical treatment for an alcohol or other drug-related overdose, for the sole violation of using or possessing alcohol or drugs; this also extends to another person who seeks help for the intoxicated participant;
 - 8.34.2. brings notice of an alleged breach to the attention of facilitators in good faith and did not themselves breach the Code of Conduct.
- 8.35. Sanctions should be reduced for people who have breached the policy but subsequently brought the breaches of others to light.

Reviews and Appeals

[Last modified: 30/03/2019, by the Board]

Reviews

- 8.36. The Welfare Committee will conduct a Review:
- 8.36.1. If the investigation occurred in National and there was a finding that Misconduct occurred, regardless of the seriousness of the Misconduct, whether or not a Sanction was imposed, or the nature of the Sanction imposed;
 - 8.36.2. If the investigation occurred in a Division and there was a finding that Serious Misconduct occurred.

- 8.37. The purpose of a Review is to provide a check and balance on both the process undertaken by the original Arbitrator in an Investigation and the findings and Sanctions imposed. The Welfare Committee conducts its Review on the basis of the information that was before the original Arbitrator, and does not conduct a new Investigation.
- 8.38. When conducting a Review, the Welfare Committee must read the Welfare Investigation Report Form as written, and may:
- 8.38.1. Request clarification on any point from the Welfare Arbitrator; and/or
 - 8.38.2. Request existing evidence from the Welfare Arbitrator.
- Note:** Evidence may include contemporaneous notes taken by any party about the Misconduct or Investigation, notes or recordings of any interviews conducted, screenshots or records of emails, text messages, Slack messages, social media posts or any other forms of communication, photographs or videos, and/or any other material that was or may have been relevant to the Investigation.
- 8.39. Upon the conclusion of the Review, the Welfare Committee will decide on one of the following options:
- 8.39.1. Accept the original findings and Sanctions;
 - 8.39.2. Modify the original findings and/or Sanctions;
 - 8.39.3. Request that the Welfare Arbitrator take additional steps in relation to the Investigation and update their findings and/or Sanctions as relevant
 - 8.39.4. Request that a new Welfare Arbitrator be appointed who will conduct a new Investigation
- 8.40. Where the Review relates to an Investigation of Misconduct at a Divisional Event or in a Division, and the Welfare Committee decides upon the option in 8.39.4, they may:
- 8.40.1. Request that the Divisional Welfare Supervisor appoint a new Welfare Arbitrator from within the Division, or
 - 8.40.2. Refer the matter to the Chief Human Resources Officer to appoint a member of the Welfare Arbitrator Pool.
- 8.41. If 8.38.3 or 8.38.4 occur, a new Welfare Investigation Report Form should be submitted, and the Welfare Committee will again conduct a Review if the threshold conditions in 8.36 are met.
- 8.42. Once the Welfare Committee makes a decision under 8.39, it will inform the following people of the outcome, the Findings, and the Sanctions imposed:
- 8.42.1.1. The individual alleged to have committed the Misconduct;
 - 8.42.1.2. The person(s) who reported the Misconduct;
 - 8.42.1.3. The original Welfare Arbitrator
 - 8.42.1.4. The relevant Welfare Supervisor and President
- Note:** Where relevant, this should include the delegate/spectator who initially reported the misconduct at an Event and the facilitator they reported it to, where that person is not the Welfare Arbitrator.

- 8.43. A Review should be completed within 14 days of the Welfare Investigation Report Form being submitted, unless this is not reasonably practicable.
- 8.44. If the Welfare Committee decides to consider an Appeal in accordance with 8.45, then the Appeal process will take place instead of the Review process if a Review is being conducted.

Appeals

- 8.45. For any instance where an Investigation has occurred, the following people may Appeal the Investigation process, findings and/or Sanctions imposed (**an Appeal**):
- 8.45.1. Any Associate member of UN Youth Australia
 - 8.45.2. The individual alleged to have committed the Misconduct;
 - 8.45.3. The person(s) who reported the Misconduct;
 - 8.45.4. Any person who is a witness in an Investigation of the Misconduct.
- 8.46. An Appeal may relate to:
- 8.46.1. The process by which the Investigation was carried out;
 - 8.46.2. The findings made in the Investigation;
 - 8.46.3. The Sanctions that were imposed in relation to the Investigation; or
 - 8.46.4. A combination of any of the above
- 8.47. An Appeal must be made to the Welfare Committee in writing, and may include new or additional information for consideration by the Welfare Committee.
- 8.48. When an Appeal is made, the Welfare Committee must consider the Appeal unless it is satisfied that the Appeal is vexatious, frivolous, or completely without merit.
- 8.49. Notwithstanding 8.45, the Welfare Committee may, at their discretion, choose not to consider an Appeal if it has not been brought within 10 days unless this is not reasonably practicable.
- 8.50. When the Welfare Committee decides it will consider an Appeal, it must inform the following people that an Appeal has been lodged:
- 8.50.1.1. The individual alleged to have committed the Misconduct;
 - 8.50.1.2. The person(s) who reported the Misconduct;
 - 8.50.1.3. The original Welfare Arbitrator
 - 8.50.1.4. The relevant Welfare Supervisor and President
- Note:** Where relevant, this should include the delegate/spectator who initially reported the misconduct at an Event and the facilitator they reported it to, where that person is not the Welfare Arbitrator.
- 8.51. At the discretion of the Welfare Committee, sanctions that include sending a participant home from an international activity may be suspended for the duration of the Appeal process.

- 8.52. When conducting an Appeal, the Welfare Committee must read the National Incident Report Form as written, all information submitted as part of the Appeal, and may:
- 8.52.1. Request clarification on any point from the Welfare Arbitrator
 - 8.52.2. Request existing evidence from the Welfare Arbitrator
- Note:** Evidence may include contemporaneous notes taken by any party about the Misconduct or Investigation, notes or recordings of any interviews conducted, screenshots or records of emails, text messages, Slack messages, social media posts or any other forms of communication, photographs or videos, and/or any other material that was or may have been relevant to the Investigation.
- 8.53. Upon the conclusion of the Appeal, the Welfare Committee will decide to:
- 8.53.1. Accept the original findings and Sanctions;
 - 8.53.2. Modify the original findings and/or Sanctions;
 - 8.53.3. Request that the Welfare Arbitrator take additional steps in relation to the Investigation and update their findings and/or Sanctions as relevant
 - 8.53.4. Request that a new Welfare Arbitrator be appointed who will conduct a new Investigation
- 8.54. Where the Appeal relates to an Investigation of Misconduct at a Divisional Event or in a Division, and the Welfare Committee decides upon the option in 8.53.4, they may:
- 8.54.1. Request that the Divisional Welfare Supervisor appoint a new Welfare Arbitrator from within the Division, or
 - 8.54.2. Refer the matter to the Chief Human Resources Officer to appoint a member of the Welfare Arbitrator Pool.
- 8.55. If 8.53.3 or 8.53.4 occur, a new Welfare Investigation Report Form should be submitted, and the Welfare Committee will again conduct a Review if the threshold conditions in 8.36 are met.
- 8.56. Once the Welfare Committee makes a decision under 8.53, it will inform the following people of the outcome, the Findings, and the Sanctions imposed:
- 8.56.1.1. The individual alleged to have committed the Misconduct;
 - 8.56.1.2. The person(s) who reported the Misconduct;
 - 8.56.1.3. The original Welfare Arbitrator
 - 8.56.1.4. The relevant Welfare Supervisor and President
- Note:** Where relevant, this should include the delegate/spectator who initially reported the misconduct at an Event and the facilitator they reported it to, where that person is not the Welfare Arbitrator.
- 8.57. An Appeal should be completed within 14 days of the Appeal being submitted to the Welfare Committee in writing, unless this is not reasonably practicable.

Board oversight of the Misconduct and Complaint Handling Process

[Last modified: 30/03/2019, by the Board]

- 8.58. The Welfare Committee will submit a standing Report to the Board each Board meeting which provides a brief summary, in relation to the period since the previous report, of:
- 8.58.1. Each incident which was lodged via the Welfare Incident Report Form;
 - 8.58.2. Each investigation which was lodged via the Welfare Investigation Report Form, and the Sanctions imposed;
 - 8.58.3. The outcome of each Review and any Appeals conducted by the Welfare Committee; and
 - 8.58.4. The number of days taken to resolve each Review and Appeal.
- 8.59. The Board may request:
- 8.59.1. the Welfare Incident Report Form for any individual incident, and any other information it deems appropriate from the Welfare Committee in relation to that incident.
 - 8.59.2. the Welfare Investigation Report Form for any individual Investigation, and any other information it deems appropriate from the Welfare Committee in relation to an Investigation, Review or Appeal.
- 8.60. The Board may, on its own motion:
- 8.60.1. take any action it deems necessary to respond to a suspicion or disclosure of harm reported in the Welfare Incident Report Form, whether or not the incident has been dealt with.
 - 8.60.2. supplant the decision of the Welfare Committee in relation to any Investigation, Review or Appeal, by:
 - 8.60.2.1. Modifying the Findings of the Review or Appeal;
 - 8.60.2.2. Varying or removing any or all Sanctions imposed;
 - 8.60.2.3. Directing that the Welfare Committee re-conduct the Review or Appeal; or
 - 8.60.2.4. Any other action deemed necessary.

Conflict of Interest

[Last modified: 13/05/2019, by the Board]

- 8.61. A person must not exercise any function vested in them by Section 8 or Section 9 of the Federal Welfare Policy if they have a real or perceived conflict of interest.

Note: This includes receiving information, for example in relation to clauses 8.17, 8.25, 8.42, 8.50, 8.56, 9.7 and 9.11.

- 8.62. Conflicts of interest for a person include, but are not limited to:

- 8.62.1. Where there is a risk or perceived risk that the person's professional judgement or actions regarding the well-being of any participant or UN Youth will be unduly influenced by a secondary interest;
- 8.62.2. Where the person is implicated in the Misconduct;
- 8.62.3. Where the person is a facilitator at an international activity where another facilitator of that international activity is alleged to have committed the Misconduct.

Welfare Arbitrators

- 8.63. When a Welfare Arbitrator becomes aware that they have a real or perceived conflict of interest, they must identify it to the Welfare Supervisor and recuse themselves from the Investigation.

Note: A recusal for a conflict of interest should be made in good faith. Dislike of performing a duty imposed by the Federal Welfare Policy is not sufficient to justify recusal.

- 8.64. The Welfare Supervisor may recuse any person from acting as a Welfare Arbitrator if they believe the person is subject to a conflict of interest.

Note: For the Welfare Arbitrator Pool, the Chief Human Resources Officer will not assign a Welfare Arbitrator to conduct an Investigation if that person has a real or perceived conflict of interest in relation that Investigation.

- 8.65. The Welfare Supervisor will appoint a replacement Welfare Arbitrator.
 - 8.65.1. The replacement person must conform to the usual requirements of the position, except that they are not required to be physically present at the relevant event.

Welfare Supervisors

- 8.66. When a Welfare Supervisor becomes aware that they have a real or perceived conflict of interest, they must identify it to the responsible entity and recuse themselves from the activities that give rise to the conflict of interest.

Note: A recusal for a conflict of interest should be made in good faith. Dislike of performing a duty imposed by the Federal Welfare Policy is not sufficient to justify recusal.

- 8.67. The responsible entity may recuse any person from acting as a Welfare Supervisor on a temporary or permanent basis if they believe the person is subject to a conflict of interest.

- 8.68. The responsible entity will appoint a temporary or permanent replacement Welfare Supervisor.

- 8.68.1. The replacement person must conform to the usual requirements of the position.

Welfare Committee members and Directors

- 8.69. Welfare Committee members are subject to the conflict of interest provisions at section 4.7.

- 8.70. Directors acting as part of the responsible entity must recuse themselves from any discussions for which they have a real or perceived conflict of interest.

Other conflicts of interest

- 8.71. If any other person is required to exercise a function under section 8 of the Federal Welfare Policy but they have a real or perceived conflict of interest, they must not exercise that function.

- 8.72. When the person becomes aware that they have a real or perceived conflict of interest, they must identify it to the responsible entity and recuse themselves from the activities that give rise to the conflict of interest.

Note: A recusal for a conflict of interest should be made in good faith. Dislike of performing a duty imposed by the Federal Welfare Policy is not sufficient to justify recusal.

- 8.73. The responsible entity may recuse any person from exercising a function under section 8 of the Federal Welfare Policy if they believe the person is subject to a conflict of interest.

- 8.74. The responsible entity will appoint a temporary or permanent replacement. The replacement person must conform to the usual requirements of the position.

9. REPORTING OF WELFARE INCIDENTS AND INVESTIGATION

This section outlines UN Youth's internal reporting procedures regarding suspicion/disclosures of harm and investigations into Misconduct.

Welfare Incident Report Form - Suspicion or Disclosure of Harm

[Last modified: 13/05/2019, by the Board]

- 9.1. There is a Welfare Incident Report Form, which securely logs and transmits to responsible parties any 'suspicion or disclosure of harm' relating to welfare that may arise in the course of UN Youth's business.
- 9.2. For the purposes of this section, 'suspicion or disclosure of harm' refers to the following:
 - 9.2.1. A disclosure by an Associate member or participant that they are being harmed, or have a reasonable fear of being harmed, by a facilitator or other Associate member;
 - 9.2.2. A reasonable suspicion or disclosure by a person under age 18 that they are being harmed at or outside the home or are self-harming;
 - 9.2.3. Concerns expressed by an agency, NGO, or partner about the behaviour of a UN Youth facilitator;
 - 9.2.4. Suspicious behaviour of a person in regard to sexual abuse or trafficking of children;
 - 9.2.5. A suspicion by a facilitator or facilitator designate on reasonable grounds that a child has been abused or neglected, where that suspicion was formed in the course of their duties;
 - 9.2.6. A suspicion by a facilitator or facilitator designate on reasonable grounds that a child is being or is at risk of being abused or neglected.
- 9.3. Where a facilitator or facilitator designate becomes aware of or forms a suspicion or disclosure of harm, they must do the following:
 - 9.3.1. If 9.2.5 or 9.2.6 is engaged, follow the 'responding to disclosures' process set out in FWP, Chapter 10; and
 - 9.3.2. Inform the relevant Welfare Arbitrator (if the suspicion or disclosure of harm occurs at an Event), or the Welfare Supervisor (if the suspicion or disclosure of harm occurs outside an Event);
- 9.4. The relevant Welfare Supervisor or Welfare Arbitrator will conduct an investigation, if necessary, into the suspicion or disclosure of harm, and determine what course of action to take.

- 9.5. Once this process has concluded, the relevant Welfare Supervisor or Arbitrator will complete the Welfare Incident Report Form.
- 9.6. The Welfare Incident Report Form should be filled out even if relevant 'suspicion or disclosure' arises solely in the course of a Divisional Event.
- 9.7. Submissions to the Welfare Incident Report Form will be sent to the following persons except in cases covered by clause 8.61:
 - 9.7.1. The Board of Directors;
 - 9.7.2. The National President; and
 - 9.7.3. Members of the Welfare Committee.

Welfare Investigation Report Form

[Last modified: 13/05/2019, by the Board]

- 9.8. There is a Welfare Investigation Report Form, which securely logs and transmits to responsible parties the results of Investigations into Misconduct conducted pursuant to this Chapter 8 of the FWP.
- 9.9. The Welfare Investigation Report Form shall be completed at the conclusion of any Investigation conducted pursuant to this Chapter 8 of the FWP, once any findings and Sanctions have been determined.
- 9.10. The Welfare Investigation Report Form must indicate:
 - 9.10.1. Whether the Misconduct occurred in National or in a Division (and if so, in which Division);

Note: See 8.19 and 8.20 for the definition of where Misconduct outside an Event occurs in National, as opposed to in a Division.
 - 9.10.2. Details of the Misconduct, and the response taken to it;
 - 9.10.3. A summary of the findings made by the Welfare Arbitrator;
 - 9.10.4. A list of any Sanctions imposed by the Welfare Arbitrator, including whether or not any Sanction imposed amounted to a Serious Sanction;
 - 9.10.5. The names (and where available, contact details) of any person who was subject to the Misconduct, alleged to have committed the Misconduct, witnessed the Misconduct, took steps in relation to the Misconduct, or was interviewed in the Investigation.
- 9.11. Submissions to the Welfare Investigation Report Form will be sent to the following persons except in cases covered under clause 8.61:
 - 9.11.1. Where the Misconduct occurs at a Divisional Event or outside an Event in a Division, and Serious Sanctions were not imposed, to:
 - 9.11.1.1. Members of the Welfare Committee; and
 - 9.11.1.2. The relevant Divisional Executive.
 - 9.11.2. Where the Misconduct occurs at a Divisional Event or outside an Event in a Division, and Serious Sanctions were imposed, to:
 - 9.11.2.1. The Board of Directors;

- 9.11.2.2. The National President;
 - 9.11.2.3. Members of the Welfare Committee; and
 - 9.11.2.4. The relevant Divisional Executive.
- 9.11.3. Where the Misconduct occurs at a National Event or outside an Event 'in National', to:
- 9.11.3.1. The Board of Directors;
 - 9.11.3.2. The National President; and
 - 9.11.3.3. Members of the Welfare Committee.
- 9.12. Nothing in this FWP Section 9 limits or modifies the effect of or obligations contained in FWP Chapter 10.

Note: FWP 11.1 requires responsible entities to report all incident reports arising from breaches of the policy or other welfare-relevant problems to the Welfare Committee, and to keep such records for at least seven years. FWP 11.7 sets out who shall have access to records pertaining to Welfare.

10. RESPONDING TO DISCLOSURES

Principle

- 10.1. In responding to disclosures of child abuse or neglect, UN Youth will always prioritise the safety and best interests of the child or young person concerned, and deal transparently with Police and Child Protection Agencies.

Mandatory Reporting

- 10.2. A facilitator or facilitator designate must notify the relevant Child Protection Agency if:
- 10.2.1. they suspect on reasonable grounds that a child **has been** abused or neglected; and
 - 10.2.2. that suspicion was formed in the course of their duties.
- 10.3. A facilitator or facilitator designate must notify the relevant Police Service if:
- 10.3.1. they suspect on reasonable grounds that a child **is being or is at risk of being** abused or neglected; and
 - 10.3.2. that suspicion was formed in the course of their duties.
- 10.4. A member of a responsible entity must notify the relevant Child Protection Agency or Police Service if:
- 10.4.1. they form a suspicion on reasonable grounds which, if formed in the course of the performance of duties of a facilitator, would require a notification under either clause 10.2 or 10.3; and
 - 10.4.2. that suspicion was formed in the course of their duties.
- 10.5. As soon as practicable after a facilitator or member of a responsible entity has made a notification under clause 10.2, 10.3 or 1.1, they must inform the relevant Welfare Supervisor or Welfare Arbitrator.

11. RECORD-KEEPING AND PRIVACY

Reporting and Record-Keeping

- 11.1. Each responsible entity shall report the following records to WC, and keep themselves for at least seven years:
 - 11.1.1. All approved risk management plans,
 - 11.1.2. Incident reports arising from any breaches of this policy or other welfare-relevant problems;
 - 11.1.3. A written report made by the Convenor assessing the event, paying attention to the execution of the risk management plan and discussing ways in which it might be improved, and,
 - 11.1.4. The facilitator register of that Division.

Privacy Policy

[Last modified: 13/05/2019, by the Board]

- 11.2. UN Youth shall comply with the Australian Privacy Principles contained in Schedule 1 of the *Privacy Act 1988* (Cth) in the manner in which it collects, retains, uses and destroys information.
- 11.3. In all of its activities, UN Youth will not collect personal information unless the information is necessary for one or more of its functions or activities.
- 11.4. UN Youth will not collect sensitive information about an individual unless:
 - 11.4.1. the individual has consented; or
 - 11.4.2. the collection is required by law; or
 - 11.4.3. the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual;
- 11.5. UN Youth will not use or disclose personal information about an individual for a purpose (the “**secondary purpose**”) other than the primary purpose of collection unless:
 - 11.5.1. both of the following apply:
 - 11.5.1.1. the secondary purpose is related to the primary purpose of collection; and
 - 11.5.1.2. the individual would reasonably expect the organisation to use or disclose the information for the secondary purpose’
 - 11.5.2. the individual has consented to the use or disclosure;
 - 11.5.3. if the information is not sensitive information and the secondary purpose relates to direct marketing:
 - 11.5.3.1. it is impractical for the organisation to seek the individual’s consent before that particular use; and
 - 11.5.3.2. the organisation will not charge the individual for giving effect to a request not to receive direct marketing communications; and

- 11.5.3.3. the individual has not made a request to the organisation not to receive direct marketing communications; and
- 11.5.3.4. in each direct marketing communication with the individual the organisation draws to the individual's attention or prominently displays a notice, that he or she may express a wish not to receive any further direct marketing communications; and
- 11.5.3.5. each written direct marketing communication by the organisation with the individual (up to and including the communication that involves the use) sets out the organisation's business address and telephone number and, if the communication with the individual is made by fax, telex or other electronic means, a number or address at which the organisation can be directly contacted electronically;
- 11.5.4. the organisation reasonably believes that the use or disclosure is necessary to lessen or prevent a serious and imminent threat to an individual's life, health or safety;
- 11.5.5. the organisation has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities;
- 11.5.6. the use or disclosure is required or authorised by or under law.
- 11.6. UN Youth will store all information in a secure form accessible only by the responsible entity, authorised event staff, medical practitioners, and legal authorities as appropriate.
- 11.7. All records pertaining to welfare, including reports of medical emergencies, incident reports, investigation reports and other sensitive records, but not risk management plans, shall only be accessed by the following individuals, and only if necessary for the performance of their roles:
 - 11.7.1. The Board of Directors;
 - 11.7.2. The National Executive and the members of WC;
 - 11.7.3. A Divisional Executive if the records were generated by that Division's event or substantially relate to a member of that Division;
 - 11.7.4. Any person mentioned in such a record (and/or their parents/guardians if they are a minor), with the names of all other persons redacted in the excerpt that person receives;
 - 11.7.5. To the police and other authorities upon legitimate request; and,
 - 11.7.6. Associate Members not otherwise entitled to access them, if and only if the information has had all personally identifiable content redacted, and has been included by WC or the National Executive in a formal report to National Council.
- 11.8. All facilitator police checks, references, and working with children check records shall be held only by the Division of which that facilitator is a

facilitator, and WC. Only Directors, Convenors, or WC may access it, and only in the course of their duties.

- 11.9. UN Youth will destroy this information (except information included in an incident report) when the purpose for which it is requested concludes. It shall be the responsibility of the Welfare Supervisor to check that this information has been destroyed.
- 11.10. If UN Youth holds personal information about an individual, it must provide the individual with access to the information on request by the individual or, in the case of a child, their parent and/or guardian, except to the extent that:
 - 11.10.1. providing access would pose a serious and imminent threat to the life or health of any individual; or
 - 11.10.2. providing access would have an unreasonable impact upon the privacy of other individuals; or
 - 11.10.3. the request for access is frivolous or vexatious; or
 - 11.10.4. the information relates to existing or anticipated legal proceedings between the organisation and the individual, and the information would not be accessible by the process of discovery in those proceedings; or
 - 11.10.5. providing access would reveal the intentions of the organisation in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
 - 11.10.6. providing access would be unlawful; or
 - 11.10.7. denying access is required or authorised by or under law; or
 - 11.10.8. providing access would be likely to prejudice an investigation of possible unlawful activity; or
 - 11.10.9. providing access would be likely to prejudice the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; or
 - 11.10.10. an enforcement body performing a lawful security function asks the organisation not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.
- 11.11. UN Youth will provide a copy of this section 10 to any individual upon request.

12. CONTINUOUS IMPROVEMENT

Review

- 12.1. WC shall review this policy at least once each year, considering changes to applicable legislation, and issue a report, including recommended changes, at the AGM of UN Youth Australia.
- 12.2. It is the exclusive responsibility of the Board to make any amendments to this Policy. To that end the Board of Directors may, at any time, require WC to complete a review of this policy, or any section thereof.
- 12.3. Divisions must adopt any changes so approved within two months of that approval.

APPENDICES

Appendix 1 – List of Required Items in a First Aid Kit

A First Aid Kit must contain, at minimum, the following items:

Quantity	Item
10	Antihistamines
20	Ibuprofen 200mg
20	Paracetamol 500mg
1	Pack of electrolyte tablets
10	Strepsils
1	Salbutamol MDI
1	Spacer
1	Scissors
5	Safety pins
1	Thermometer
1	Tweezers
1	Safety mask for CPR
2	Instant ice pack
2	Instant heat pad
1	Heat pack (can be stored elsewhere)
1	Emergency thermal blanket
5	Normal saline for irrigation
1	Antiseptic (liquid)
1	Antiseptic (cream)
1	Liquid hand sanitizer
1	Pack of jelly beans
5	Ziplock bags
5	Nitrile gloves
10	Sanitary pads
10	Condoms
3	Vomit bags
1	Triangular bandage
2	Conforming bandage
2	Heavy crepe bandage
5	Non stick dressing (5x5cm)
1	Micropore tape (2.5cm)
1	Eyepad
5	Gauze (5x5cm, 5pk)
10	Adhesive island dressings

- 1 Box of bandaids
- 1 Pack of cotton pads or equivalent

Appendix 2 – Conditions of Participation – DIVISIONAL ACTIVITY

By completing the application and ticking the relevant box to accept the terms and conditions, I, the Participant, or my legal guardians or teacher acting on my behalf if I am a minor, agree to the following conditions on my participation in the **[ACTIVITY NAME]** (hereafter "the Activity"). If this registration is completed by someone other than the Participant, then I warrant that the Participant agrees to the terms and conditions. Any reference to "I" or "my" throughout this document shall be taken to be a reference to either or both the Participant's legal guardian, parent/teacher and/or the Participant as the context permits:

1. I understand that my registration fee for this event is refundable only at the discretion of my local UN Youth **[STATE/TERRITORY]** Division management committee (hereafter "the Executive"); in particular, I understand that if I do not withdraw my child's registration in writing to **[CONVENOR EMAIL ADDRESS]** at least **[X - DEPENDING ON ACTIVITY]** working days prior to the event, I will remain liable for the cost of my full registration;
2. I have read and will follow and respect the UN Youth Australia Code of Conduct (available at www.unyouth.org.au/who-we-are/governance), and will comply with any sanctions imposed on me as a result of my breach of the Code of Conduct, including but not limited to being sent home at my expense;
3. I will comply with all rules and conditions set by Activity venues, the reasonable directions of Activity staff (or, if I am a facilitator, the Activity's organiser) and accept that any decisions made by Activity staff pertaining to my selection for another event, or for prizes or awards, are absolutely final and may not be appealed;
4. I will attend all events at the Activity, and not leave the Activity without permission from the Activity's organiser;
5. I give permission for me to be transported during the Activity in a private vehicle if I am either (i) a facilitator or (ii) suffering from illness or injury short of an emergency and cannot be practically transported otherwise;
6. I give permission for the appropriate first aid, including medicine for temporary pain relief (unless I indicate otherwise on the Activity medical information form), to be administered to me by the Activity staff if I require first aid;
7. In the case of an emergency, where it is impractical to communicate with me, I consent to any member of the Activity staff obtaining for me on my behalf and at my expense any emergency medical assistance, treatment and transport as deemed reasonably necessary;
8. I understand it is my responsibility to inform Activity staff of any medical conditions, allergies, food restrictions or any other special needs I may have;
9. I grant permission to UN Youth Australia to use my photograph and/or comments and/or a video recording of me in print, broadcast, online and social media, without further consent and free of charge, at this or any other date, acknowledging UN Youth Australia's right to crop or treat the photograph at its discretion and waiving any right to inspect or approve the finished product, including written copy, wherein my likeness or comments appear;
10. I acknowledge and agree that, subject to UN Youth Australia complying with applicable privacy and health records legislation, UN Youth Australia may

collect and store my personal information, and contact me using my personal information in order to organise the Activity, or conduct any post-Activity selection, or to solicit feedback or inquiries, or advise me of events, special offers and other like activities offered by UN Youth Australia except where permitted or required by law. **Notwithstanding anything in this clause, in pursuance of a sponsorship agreement with [NAME OF SPONSOR], UN Youth [STATE] Inc. may share my information with [NAME OF SPONSOR]; {If you have a sponsorship agreement required detail-sharing, include the "Notwithstanding..." clause}**

11. I agree to release, hold harmless, defend and indemnify UN Youth Australia, and its employees, officers and directors, from and against any damage, liability, loss or claim which in any way may arise from or relate to my participation in the Activity;
12. I agree to reimburse UN Youth Australia with respect to any claim, loss, demand, cause of action, cost or liability (including reasonable attorney's fees and expenses) which may be asserted against or incurred by UN Youth Australia which is incurred by my participation in the Activity;
13. In any event, I acknowledge that if I have any complaints about the conduct of the event or the selection process for other activities (finals, other conferences, and so on) these must be submitted in writing to UN Youth **[STATE]** Inc. at **[ADMIN EMAIL ADDRESS]** within one week following the incident that gave rise to the complaint; the Executive's decision on the complaint is final; if I am a member, I waive my right to mediation under the local UN Youth Division's Constitution in consequence of any grievances;
14. I understand that any reference in this document to "UN Youth Australia" is taken to include both UN Youth Australia, an Australian company limited by guarantee, and all of its Divisions.
15. I, the participant named on this form, have read and agreed to the Conditions of Participation outlined above. My name, typed below, serves as my electronic signature. I also acknowledge that if I am under the age of 18, I have obtained the prior permission of a parent or guardian over the age of 18 to participate*
16. I, the parent/guardian of the participant named on the form or otherwise have authority from the child or children's parent or guardian to do so on their behalf, have read and agreed to the Conditions of Participation outlined above. My name, typed below, serves as my electronic signature. *
17. NOTE: REFUND AND CANCELLATION POLICY
 - Without limiting condition 1, if a cancellation occurs less than 7 days prior to the Activity, no refund applies.

Appendix 3 – Conditions of Participation – NATIONAL ACTIVITY

By completing the application and ticking the relevant box to accept the terms and conditions, I, the Participant, or my legal guardians or teacher acting on my behalf if I am a minor, agree to the following conditions on my participation in the **[ACTIVITY NAME]** (hereafter "the Activity"). If this registration is completed by someone other than the Participant, then I warrant that the Participant agrees to the terms and conditions. Any reference to "I" or "my" throughout this document shall be taken to be a reference to either or both the Participant's legal guardian, parent/teacher and/or the Participant as the context permits:

1. a. I understand that my registration fee for this event is refundable only at the discretion of the UN Youth Australia National Executive (hereafter "the National Executive"); in particular, I understand that if I do not withdraw my child's registration in writing to **[CONVENOR EMAIL ADDRESS]** at least 7 weeks prior to the commencement of the activity, my registration fee will not ordinarily be refunded;

b. I understand that if I fail to make payment of the registration fee for the Activity or any instalment thereof, UN Youth Australia reserves the right to remove the participant from the Activity and that in the event that the participant is removed from the Activity I will only be refunded the total sum of money already paid towards the Activity registration fee minus any non-recoverable payments already made by UN Youth Australia to third parties.
2. I have read and will follow and respect the UN Youth Australia Code of Conduct and the other provisions of the Federal Welfare Policy (available at www.unyouth.org.au/who-we-are/governance), and will comply with any sanctions imposed on me as a result of my breach of the Federal Welfare Policy, including but not limited to being sent home at my expense;
3. I will comply with all rules and conditions set by Activity venues, the reasonable directions of Activity staff (or, if I am a facilitator, the Activity's organiser) and accept that any decisions made by Activity staff pertaining to my selection for another event, or for prizes or awards, are absolutely final and may not be appealed;
4. I will attend all mandated events comprising the Activity as described in writing by the organizers from time to time, and not leave the Activity without permission from the Activity's organiser;
5. I give permission for me to be transported during the Activity in a private vehicle if I am either (i) a facilitator or (ii) suffering from illness or injury short of an emergency and cannot be practically transported otherwise;
6. I give permission for the appropriate first aid, including medicine for temporary pain relief (unless I indicate otherwise on the Activity medical information form), to be administered to me by the Activity staff if I require first aid;
7. In the case of an emergency, where it is impractical to communicate with me, I consent to any member of the Activity staff obtaining for me on my behalf and at my expense any emergency medical assistance, treatment and transport as deemed reasonably necessary;
8. I understand it is my responsibility to inform Activity staff of any medical conditions, allergies, food restrictions or any other special needs I may have;

9. I grant permission to UN Youth Australia to use my photograph and/or comments and/or a video recording of me in print, broadcast, online and social media, without further consent and free of charge, at this or any other date, acknowledging UN Youth Australia's right to crop or treat the photograph at its discretion and waiving any right to inspect or approve the finished product, including written copy, wherein my likeness or comments appear;
10. I acknowledge and agree that, subject to UN Youth Australia complying with applicable privacy and health records legislation, UN Youth Australia may collect and store my personal information, and contact me using my personal information in order to organise the Activity, or conduct any post-Activity selection, or to solicit feedback or inquiries, or advise me of events, special offers and other like activities offered by UN Youth Australia except where permitted or required by law. **Notwithstanding anything in this clause, in pursuance of a sponsorship agreement with [NAME OF SPONSOR], UN Youth [STATE] Inc. may share my information with [NAME OF SPONSOR]; {If you have a sponsorship agreement required detail-sharing, include the "Notwithstanding..." clause}**
11. I agree to release, hold harmless, defend and indemnify UN Youth Australia, and its employees, officers and directors, from and against any damage, liability, loss or claim which in any way may arise from or relate to my participation in the Activity;
12. I agree to reimburse UN Youth Australia with respect to any claim, loss, demand, cause of action, cost or liability (including reasonable attorney's fees and expenses) which may be asserted against or incurred by UN Youth Australia which is incurred by my participation in the Activity;
13. In any event, I acknowledge that if I have any complaints about the conduct of the event or the selection process for other activities (finals, other conferences, and so on) these must be submitted in writing to the National Executive at secretary@unyouth.org.au within one week following the incident that gave rise to the complaint; the National Executive's decision on the complaint is final;
14. I understand that any reference in this document to "UN Youth Australia" is taken to include both UN Youth Australia, an Australian company limited by guarantee, and all of its Divisions.
15. I, the participant named on this form, have read and agreed to the Conditions of Participation outlined above. My name, typed below, serves as my electronic signature. I also acknowledge that if I am under the age of 18, I have obtained the prior permission of a parent or guardian over the age of 18 to participate*
16. I, the parent/guardian of the participant named on the form or otherwise have authority from the child or children's parent or guardian to do so on their behalf, have read and agreed to the Conditions of Participation outlined above. My name, typed below, serves as my electronic signature.
17. NOTE: REFUND AND CANCELLATION POLICY
 - Without limiting condition 1, if a cancellation occurs less than 7 weeks prior to the commencement of the Activity, no refund applies.

Appendix 4 – Conditions of Participation – INTERNATIONAL ACTIVITY

By completing the application and ticking the relevant box to accept the terms and conditions, I, the Participant, or my legal guardians or teacher acting on my behalf if I am a minor, agree to the following conditions on my participation in the **[ACTIVITY NAME]** (hereafter "the Activity"). If this registration is completed by someone other than the Participant, then I warrant that the Participant agrees to the terms and conditions. Any reference to "I" or "my" throughout this document shall be taken to be a reference to either or both the Participant's legal guardian, parent/teacher and/or the Participant as the context permits:

1. a. I understand that my registration fee for this event is refundable only at the discretion of the UN Youth Australia National Executive (hereafter "the National Executive"); in particular, I understand that I must withdraw my child's registration in writing to **[CONVENOR EMAIL ADDRESS]** with the following conditions:
 - If I withdraw my child's registration after paying the first instalment of the registration fee, UN Youth Australia will provide a full refund of the total sum of money already paid towards the registration fee minus any non-recoverable payments already made by UN Youth Australia to third parties; and
 - If I withdraw my child's registration less than 8 weeks prior to the commencement of the activity after paying the full registration fee, UN Youth Australia will not ordinarily provide a refund.
- b. I understand that if my child fails to make payment of the registration fee for this event or any instalment thereof, UN Youth Australia reserves the right to remove the participant from the tour and that in the event that my child is removed from the tour I will only be refunded the total sum of money already paid towards the event registration fee minus any non-recoverable payments already made by UN Youth Australia to third parties.
2. I have read and will follow and respect the UN Youth Australia Code of Conduct and the other provisions of the Federal Welfare Policy (available at www.unyouth.org.au/who-we-are/governance), and will comply with any sanctions imposed on me as a result of my breach of the Federal Welfare Policy, including but not limited to being sent home at my expense;
3. I will comply with all rules and conditions set by Activity venues, the reasonable directions of Activity staff (or, if I am a facilitator, the Activity's organiser), any tour group operators involved with organising the Activity, and accept that any decisions made by Activity staff pertaining to my selection for another event, or for prizes or awards, are absolutely final and may not be appealed;
4. I will attend all mandated events comprising the Activity as described in writing by the organizers from time to time, and not leave the Activity without permission from the Activity's organiser;
5. I give permission for me to be transported during the Activity in a private vehicle if I am either (i) a facilitator or (ii) suffering from illness or injury short of an emergency and cannot be practically transported otherwise;

6. I give permission for the appropriate first aid, including medicine for temporary pain relief (unless I indicate otherwise on the Activity medical information form), to be administered to me by the Activity staff if I require first aid;
7. In the case of an emergency, where it is impractical to communicate with me, I consent to any member of the Activity staff obtaining for me on my behalf and at my expense any emergency medical assistance, treatment and transport as deemed reasonably necessary;
8. I understand it is my responsibility to inform Activity staff of any medical conditions, allergies, food restrictions or any other special needs I may have;
9. I grant permission to UN Youth Australia to use my photograph and/or comments and/or a video recording of me in print, broadcast, online and social media, without further consent and free of charge, at this or any other date, acknowledging UN Youth Australia's right to crop or treat the photograph at its discretion and waiving any right to inspect or approve the finished product, including written copy, wherein my likeness or comments appear;
10. I acknowledge and agree that, subject to UN Youth Australia complying with applicable privacy and health records legislation, UN Youth Australia may collect and store my personal information, and contact me using my personal information in order to organise the Activity, or conduct any post-Activity selection, or to solicit feedback or inquiries, or advise me of events, special offers and other like activities offered by UN Youth Australia except where permitted or required by law. **Notwithstanding anything in this clause, in pursuance of a sponsorship agreement with [NAME OF SPONSOR], UN Youth Australia. may share my information with [NAME OF SPONSOR]; {If you have a sponsorship agreement required detail-sharing, include the "Notwithstanding..." clause}**
11. I agree to release, hold harmless, defend and indemnify UN Youth Australia, and its employees, officers and directors, from and against any damage, liability, loss or claim which in any way may arise from or relate to my participation in the Activity;
12. I agree to reimburse UN Youth Australia with respect to any claim, loss, demand, cause of action, cost or liability (including reasonable attorney's fees and expenses) which may be asserted against or incurred by UN Youth Australia which is incurred by my participation in the Activity;
13. In any event, I acknowledge that if I have any complaints about the conduct of the event or the selection process for other activities (finals, other conferences, and so on) these must be submitted in writing to the National Executive at secretary@unyouth.org.au within one week following the incident that gave rise to the complaint; the National Executive's decision on the complaint is final;
14. I understand that any reference in this document to "UN Youth Australia" is taken to include both UN Youth Australia, an Australian company limited by guarantee, and all of its Divisions.

15. I, the participant named on this form, have read and agreed to the Conditions of Participation outlined above. My name, typed below, serves as my electronic signature. I also acknowledge that if I am under the age of 18, I have obtained the prior permission of a parent or guardian over the age of 18 to participate*

16. I, the parent/guardian of the participant named on the form or otherwise have authority from the child or children's parent or guardian to do so on their behalf, have read and agreed to the Conditions of Participation outlined above. My name, typed below, serves as my electronic signature. *

17. NOTE: REFUND AND CANCELLATION POLICY

- Without limiting condition 1, if a cancellation occurs less than 8 weeks prior to the commencement of the Activity, no refund applies.

Appendix 5 – National Prescribed Conditions for Associate Membership

An individual's membership in UN Youth Australia Ltd. (hereafter "the Company") is granted by virtue of that individual's membership in a UN Youth Australia member Division (hereafter "the Division"). Accordingly, by checking the box below, I agree to the following terms and conditions:

1. I consent to becoming an Associate member of the Company and a member of the UN Youth association incorporated in the Australian state or territory in which I reside;
2. I agree to contribute the amount of the proposed guarantee of up to but not more than \$20 which is to be contributed as may be required to pay the Company's debts and costs of winding up provided in the Company's constitution attached to this document;
3. I consent to the terms of the Company's constitution and the constitution of the Division to which I am applying, available at www.unyouth.org.au/who-we-are/governance.
4. I agree to support the objects and purposes of the Division and the Company, as follows:
 - a. To promote the aims of the United Nations Charter and to support the United Nations in achieving those aims;
 - b. To instill in every young Australian a deeper understanding of global issues and the work of the United Nations;
 - c. To promote respect for and awareness of universal human rights; empower young people at every level of decision-making;
 - d. To provide young people with the skills and opportunities to realise their full potential as decision makers;
 - e. To facilitate discussion and debate throughout the community on issues of global significance;
 - f. To support the Members in the Company's shared and continuing mission to open young eyes to the world; and,
 - g. To foster a membership of committed volunteers who act on the basis of goodwill, giving shape and hope to our future.
5. I understand that my contact details, entered into this form, may be shared with other Divisions or the Company, and, when agreed to by the National Board of Directors, the National Executive or the Division's Executive, with third parties with whom the Association has a partnership agreement. I consent to the use of my personal contact details by any and all of these entities in order to further the objectives of the Divisions or National Association.
6. I understand and agree that my participation in the Company or Division may be conditional upon my agreement to other policies set by the governing bodies of the Division or the Company, most particularly but not exclusively the Federal Welfare Policy promulgated by the same.
7. I hereby agree to transfer to the Company and all of its constituent Divisions, all rights and interests, including copyright, in any ideas or materials that I

generate in the course of the provision of voluntary services in my capacity as a member of a Division or the Company. The Company and all of its constituent Divisions agree to grant to me a perpetual, non-exclusive, fully paid-up, royalty-free worldwide license to use any work I generate in my capacity as a member of a Division or the Company for non-commercial purposes and not in competition with the Company or its Divisions.