

## Code of Behaviour

Last updated: 7-Sep-21

### Policy

#### *Principles*

As an adult working/Volunteering in Egyptians Together Union (ETU) - whether as a member of staff or a volunteer - you have a responsibility to ensure that everyone attending ETU activities, particularly children, young people and vulnerable adults, are protected from harm. It is the responsibility of each adult working in ETU to ensure that:

- their behaviour is appropriate at all times;
- they observe the safeguarding and safety rules established for the safety and security of children, young people and vulnerable adults;
- they follow the procedures following suspicion, disclosure or allegation of child abuse;
- they recognise the position of trust in which they have been placed; and
- in every respect, the relationships they form with the children, young people and vulnerable adults in their care are appropriate

All persons who wish to collaborate with and for ETU, must accept and understand this policy. They must also agree to put ETU's policies on safeguarding children and vulnerable adults into practice.

#### *Meeting your responsibilities*

To give positive guidance the Code of Behaviour (below) provides a list of 'do's and don'ts' to help you ensure that:

- ✓ the welfare of the children and/or young people and/or vulnerable adults for whom you have a duty of care is safeguarded;
- ✓ you avoid compromising situations or opportunities for misunderstandings or allegations.

### Code of behaviour

- ✓ **DO** put this code into practice at all times;
- ✓ **DO** treat everyone with dignity and respect;
- ✓ **DO** set an example you would wish others to follow;
- ✓ **DO** treat all young people equally - show no favouritism;
- ✓ **DO** plan activities that involve more than one other person being present, or at least are within sight and hearing of others;
- ✓ **DO** follow recommended adult/young people ratios for meetings and activities;
- ✓ **DO** respect the right to personal privacy of a child, young person or vulnerable adult;
- ✓ **DO** avoid unacceptable situations within a relationship of trust, eg: a sexual relationship with a young person or vulnerable adult over the age of consent;
- ✓ **DO** have separate sleeping accommodation for children, young people, adults and Young Leaders working with a younger Section in any overnight activity;
- ✓ **DO** allow children, young people and vulnerable adults to talk about any concerns they may have;
- ✓ **DO** encourage others to challenge any attitudes or behaviours they do not like;



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- ✓ **DO** avoid being drawn into inappropriate attention seeking behaviour, eg: tantrums and crushes;
- ✓ **DO** follow **ETU's** 'no alcohol' guidance;
- ✓ **DO** make everyone aware of **ETU's** procedures for safeguarding children, young people and vulnerable adults;
- ✓ **DO** remember this code even at sensitive moments, eg: when responding to bullying, bereavement or abuse;
- ✓ **DO** keep other members of staff/volunteers informed of where you are and what you are doing;
- ✓ **DO** remember someone else might misinterpret your actions, no matter how well-intentioned;
- ✓ **DO** take any allegations or concerns of abuse seriously and refer immediately.
- ✓ **DO** follow safeguarding and child protection protocols
- ✓ **DO** keep a written record of all events, observations and action(s) taken.
- ✓ **DO** reach out to the event lead or the ETU Executive committee members as soon as possible if you are unsure about anything
  
- ✗ **DO NOT** trivialise abuse (any form of maltreatment)
- ✗ **DO NOT** inflict harm or fail to act to prevent harm.
- ✗ **DO NOT** form a relationship with a child, young person, or vulnerable adult. That is an abuse of trust.
- ✗ **DO NOT** permit abusive peer activities, e.g.: initiation ceremonies, bullying.
- ✗ **DO NOT** force or entice a child or young person to take part in sexual activities.
- ✗ **DO NOT** engage in inappropriate behaviour or contact - physical, verbal, sexual.
- ✗ **DO NOT** play physical contact games with children, young people, or vulnerable adults.
- ✗ **DO NOT** make suggestive remarks or threats to a young person, even in fun.
- ✗ **DO NOT** make any physical interaction or engagement with young or vulnerable individuals.
- ✗ **DO NOT** use inappropriate language - writing, phoning, email, or internet.
- ✗ **DO NOT** let allegations, suspicions, or concerns about abuse go unreported.
- ✗ **DO NOT** just rely on your good name to protect you.
- ✗ **DO NOT** make assumptions

## Change Record

Date of Change:	Changed By:	Comments:
1 <sup>st</sup> June 2021	WO	Policy re-generated
10 <sup>th</sup> June 2021	KA	Policy modified and updated



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## Conflicts of Interest

Last updated: 7-Sep-21

### Background

This policy applies to all persons – Trustees, Members, Staff, Associates and Volunteers – involved with Egyptians Together Union (ETU).

#### *What a Conflict of Interest is Not.*

It's very common, even at the mere mention of a "Conflict of Interest", for people to start thinking suspiciously of the individuals concerned having covert agendas and disreputable schemes for greedy selfish gains.

So we need to be absolutely clear that there's nothing immoral or illegal in Conflicts of Interest *per se*. On the contrary, they are absolutely normal and inevitable in individuals and groups who are enthusiastic, active and dynamic in their interests – exactly the kind of people who make good charity Trustees and volunteers.

Impropriety and illegality only come in when what would otherwise be entirely legitimate Conflicts of Interest are not properly declared, acknowledged and managed.

#### *Why Conflicts of Interest Occur.*

This can be due to deliberate exploitation of the situation by one party for their personal benefit. Fortunately this is relatively uncommon.

By "deliberate exploitation" is meant that the party concerned KNOWS (or, at least, suspects) that what they are doing is wrong/immoral/illegal but carries on doing it anyway. Such deliberate exploitation is clearly totally unacceptable, is often illegal (particularly in a charity situation if charitable funds are being diverted away from the charitable activities for which they were donated) and must be stopped as soon as it is recognised and the individual "dealt with appropriately".

More commonly, it can be due to people being unaware of the legal environment in which they are operating and so act in an improper (perhaps even illegal) way under the misapprehension that they are doing the right thing in the best interests of the organisation.

But "Ignorance of the law is no defence" is a widely held and accepted maxim.

Also very common is the assumption that a person is "very honest and respectable and therefore wouldn't do anything that wasn't in the best interests of the charity" - *ie*: wouldn't have any Conflicts of Interests. Trustees who adopt a cavalier dismissive approach to either/both their own Conflicts of Interest or to those of others will find little sympathy from the Charity Commission should those Conflicts of Interest result in significant misuse of the charity's funds or resources.

It is therefore vitally important that all Trustees take a very open approach to declaring any Conflicts of Interest that they think they might have ("If in doubt, declare it" is a good maxim) and are very accepting and supportive of the Conflicts of Interest declared by others (including other volunteers, members and staff, as well as fellow Trustees). A well-maintained Register of Conflicts of Interest (see below) is the best defence against suspicions or accusations of impropriety against individual Trustees.

## **What a Conflict of Interest is.**

The Charity Commission's guidance publication CC29 defines Conflicts of Interest as:

“any situation in which a trustee's personal interests or loyalties could, or could be seen to, prevent them from making a decision only in the best interests of the charity.”

### **Conflicts of interest: a guide for charity trustees**

<https://www.gov.uk/government/publications/conflicts-of-interest-a-guide-for-charity-trustees-cc29/conflicts-of-interest-a-guide-for-charity-trustees>

Examples of Conflicts of Interest include (but there are others, too):

- direct financial gain or benefit to the trustee, such as:
  - ◆ payment to a trustee for services provided to the charity
  - ◆ the award of a contract to another organisation in which a trustee has an interest and from which a trustee will receive a financial benefit
  - ◆ the employment of a trustee in a separate post within the charity, even when the trustee has resigned in order to take up the employment
- indirect financial gain, such as employment by the charity of a spouse or partner of a trustee, where their finances are interdependent
- non-financial gain, such as when a user of the charity's services is also a trustee
- conflict of loyalties, such as where a trustee is appointed by the local authority or by one of the charity's funders, or where a friend of a trustee is employed by the charity

## **Why We Have a Policy**

Trustees have a legal obligation to act in the best interests of ETU in accordance with its governing document, and to avoid situations where there may be a potential conflict of interest. Staff, Associates from other organisations and Volunteers working with ETU all have similar obligations. Where Conflicts of Interest occur and are not properly acknowledged and managed they can:

- ◆ inhibit free discussion;
- ◆ result in decisions or actions that are not in the interests of ETU; and
- ◆ risk the impression that ETU has acted improperly.

The aim of this policy is to support honesty and integrity through the open declaration of such Conflicts of Interest that may arise and, thereby, to protect both the organisation and the individuals involved from any appearance of impropriety should such interests not be declared.

# **Policy**

## **The Declaration of Interests**

All trustees, staff, associates and volunteers are required to declare their interests, and any payments (including, but not limited to, benefits in kind such as gifts, hospitality shopping/travel concessions, preferential treatment, etc) received in connection with their role in ETU where such interests would, or might, conflict with, or otherwise influence their decision-making in respect of the charity's activities.

As the nature and issues involved in Conflicts of Interest can vary considerably there is no prescribed form for declaring a Conflict of Interest.

## **What To Do if You Face a Conflict of Interest**

If you have, or think you might have, a Conflict of Interest, as described in the section above you **MUST** write to the Board of Trustees and declare your Conflict of Interest or involvement at the earliest opportunity.

If you are not sure what to declare, or whether/when an earlier declaration needs to be updated, please err on the side of caution. If you would like to discuss this issue, please contact the Secretary or one of the Trustees of ETU for confidential guidance.

Remember: declaring an Conflict of Interest is **NOT**, *per se*, a declaration any impropriety on your part or by anyone else. It's only **FAILING TO DECLARE** a Conflict of Interest which carries with it a significant risk of impropriety, particularly if the Conflict of Interest were to result in a failure to comply properly with charity law.

If a Trustee or Member of the charity becomes aware that you has, or might have, a Conflict of Interest they are obliged to report it to the Board of Trustees even if you do not.

### ***When a Conflict of Interest is declared.***

All declarations of Conflicts of Interest will be treated with appropriate confidentiality.

All declarations of Conflicts of Interest will be considered by the Trustees to assess the level of risk to the charity and what actions need to be put in place to eliminate or, at least, mitigate the risk. In more complex cases, the Trustees may appoint one (or more) of their number to look into the matter in more detail. If it is felt that more information is required to assess the Conflict of Interest more fully the Trustee leading the assessment will contact the individuals involved.

All declarations of Conflicts of Interest will be recorded in the charity's Register of Conflicts of Interest, even if, having considered the declaration, the Trustees conclude that the declared Conflict of Interest presents no significant risk to the charity. For further details of the Register see the section "Register of Conflicts of Interest" below.

Any Trustee who is implicated in a Conflict of Interest, whether directly or as a connected person, may not participate in the assessment of the risk but may be called by the Trustee(s) undertaking the assessment to provide further details or answer specific questions.

Trustees may, however, participate in general discussions from which they may indirectly benefit, for example where the benefits are universal to all users, or where the benefit is minimal to individual trustees.

### ***Data Protection***

The information provided will be processed in accordance with data protection principles as set out in the current Data Protection legislation. Data will be processed only to ensure that trustees, staff, associates and volunteers act in the best interests of ETU. The information provided will not be used for any other purpose.

### ***Decisions Taken Where a Trustee or Member of Staff has an Interest***

In the event of the Board of Trustees having to decide upon a question in which a Trustee or member of staff has an interest, all decisions will be made by vote, with a simple majority required. A quorum must be present for the discussion and decision. Any person, whether or not a Trustee will not be counted when deciding whether the meeting is quorate and may not vote on matters affecting their own interests.

All decisions where there is a Conflict of Interest will be recorded in the minutes of the meeting. The report will record:

1. the persons involved;
2. the nature and extent of the Conflict(s) of Interest;
3. an outline of the discussion;
4. the actions taken to manage the Conflict(s) of Interest.
5. The impact on the nature of the relationship of the ETU with the individual

Where it is determined that a Trustee with a Conflict of Interest may nevertheless legitimately benefit from the decision, this will be reported in the annual report and accounts (in accordance with the current Charities SORP when applicable).

All payments or benefits in kind to Trustees will be reported in the charity's Trustees Annual Report and Statement of Financial Activity, with amounts for each Trustee listed for the year in question.

Where a member of ETU's Trustees, staff or Associates are connected to a party involved in the supply of a service or product to the charity, this information will also be fully disclosed in the Trustees Annual Report and Statement of Financial Activity.

Independent external moderation will be used where conflicts cannot be resolved through the usual procedures.

## Managing Contracts

Where a Trustee, member of staff, volunteer or associate has a Conflict of Interest, they must not be involved in managing or monitoring a contract in which you have an interest. Monitoring arrangements for such contracts will include provisions for an independent challenge of bills and invoices, and termination of the contract if the relationship is unsatisfactory.

## Register of Conflicts of Interest

The Charity will maintain a Register of all reported Conflicts of Interest which will contain, as a minimum, the following information.

- a) The date on which the Conflict of Interest (Col) was first reported, supplemented where appropriate by the dates on which any changes to the Conflict of Interest were reported, including the date on which the Conflict of Interest ceased to be an issue.  
**Note:** once reported, a Conflict of Interest will remain "on the record" for a minimum of 3 complete reporting years after the Conflict of Interest ceases to exist (eg: if the individual concerned, or any connected persons, ceases to be involved with the charity);
- b) The name of the individual involved and, in the case of a Conflict of Interest involving one or more connected persons, the names of those connected persons and their relationships;
- c) The position/role/responsibilities within the charity of the individual involved;
- d) The type of Conflict of Interest (eg: personal benefits, family involvement, business involvement, other);
- e) Details of the Conflict of Interest, including its potential impact on the Charity;
- f) Mitigation of the Conflict of Interest – ie: the steps taken by the Trustees to ensure that the Conflict of Interest does not adversely influence the charitable activities of the Charity.

This register of interests shall also be used to record all gifts of a value over £20 received by the trustees, staff, associates and volunteers.

The register will be accessible to all the Trustees/Directors of ETU


Although ETU is not governed by the Freedom of Information Act, the register will also be accessible to the Members of ETU under the same principles as apply to requests under the Freedom of Information Act, namely:

1. the Trustees reserve the right not to disclose details of declared Conflicts of Interest where such disclosure would compromise the right to privacy of the individual(s) concerned;
2. the Trustees reserve the right not to disclose details of declared Conflicts of Interest which involve commercially sensitive information;
3. requests from Members must be for specific information in pursuit of a legitimate concern and not casual enquiries just to see what the register contains.

## Change Record

Date of Change:	Changed By:	Comments:
1 <sup>st</sup> June 2021	WO	Policy initiated
10 <sup>th</sup> June 2021	KA	Policy revised



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## Data Confidentiality

Last updated: 10-Jun-21

### ***Policy brief & purpose***

We designed our **Egyptians Together Union (ETU) confidentiality policy** to explain how we expect our Staff (employees/Volunteers) to treat confidential information. Staff will unavoidably receive and handle personal and private information about clients, members, partners and our organisation. We want to make sure that this information is well-protected and safeguarded.

We must protect this information for two reasons. It may:

- Be legally binding (e.g. sensitive customer data.)
- Constitute the backbone of our business, giving us a competitive advantage (e.g., business processes.)

### ***Scope***

This policy affects all staff, including employees, board members, investors, contractors and volunteers, who may have access to confidential information.

### ***Policy elements***

Confidential and proprietary information is secret, valuable, expensive and/or easily replicated. Common examples of confidential information are:

- Unpublished financial information
- Data of Customers/Partners/Vendors
- Patents, formulas or new technologies
- Customer lists (existing and prospective)
- Data entrusted to our company by external parties.
- Pricing/marketing and other undisclosed strategies
- Documents and processes explicitly marked as confidential.
- Unpublished goals, forecasts and initiatives marked as confidential.

Members of ETU may have various levels of authorized access to confidential information.

### ***What Staff should do:***

- Lock or secure confidential information at all times.
- Shred confidential documents when they are no longer needed.
- Make sure they only view confidential information on secure devices.
- Only disclose information to other employees when it's necessary and authorized.
- Keep confidential documents inside our premises unless it's absolutely necessary to move them.
- Report to ETU immediately of any breaches or suspicions that abound.

### ***What Staff shouldn't do:***

- Use confidential information for any personal benefit or profit.
- Disclose confidential information to anyone outside of ETU.
- Replicate confidential documents and files and store them on insecure devices.
- Improperly propagate any information pertaining to ETU



- Improperly further individual/entity/business interests at the expense of ETU or through access to ETU confidential information
- Actively ensure no conflict of interest (see policy) arises that could jeopardize data confidentiality.

When staff cease to working for ETU, they are obliged to return any confidential files and delete them from their personal devices, ensuring that all copies and iterations are returned to the organization.

### **Confidentiality Measures**

ETU will take measures to ensure that confidential information is well protected. This includes;

- Storing and locking paper documents
- Encrypting electronic information and safeguard databases
- Asking staff to sign non-compete and/or non-disclosure agreements (NDAs)
- Ask for authorization by senior management to allow employees to access certain confidential information

### **Exceptions**

Confidential information may occasionally have to be disclosed for legitimate reasons. Examples are:

- If a regulatory body requests it as part of an investigation or audit
- If ETU examines a venture or partnership that requires disclosing some information (within legal boundaries) and provided it does not contravene UK governmental regulations and GDPR guidelines

In such cases, ETU staff and individuals involved should document their disclosure procedure and collect all needed authorizations. We are bound to avoid disclosing more information than needed.

### **Disciplinary Consequences**

Individuals who do not respect our confidentiality policy will face disciplinary and, possibly, legal action.

We will investigate every breach of this policy, and terminate any individual who intentionally or unintentionally or regularly breaches our confidentiality guidelines, especially if this is for personal profit. We may also have to punish any unintentional breach of this policy depending on its frequency and seriousness.

This policy is binding even after cessation of engagement.

*Disclaimer: This confidentiality policy template is meant to provide general guidelines and should be used as a reference. It may not take into account all relevant local, state or federal laws and is not a legal document. Neither the author nor Workable will assume any legal liability that may arise from the use of this policy.*

### **Change Record**

<b>Date of Change:</b>	<b>Changed By:</b>	<b>Comments:</b>
1 <sup>st</sup> June 2021	WO	Policy initiated





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10 <sup>th</sup> June 2021	KA	Policy updated



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## Non-Disclosure Agreement

Last update: 10th June 2021

This Nondisclosure Agreement (the "Agreement") is entered into by the herewith undersigned (the "Receiving Party") towards **Egyptians Together Union**, (the "Disclosing Party"), for the purpose of preventing the unauthorised disclosure of Sensitive Information as defined below, in line with HMG's Security Policy Framework and General Data Protection Regulations (GDPR).

You "Receiving Party" agree to enter into a confidential relationship with respect to the disclosure of certain sensitive, proprietary or protected information ("Sensitive Information").

1. **Definition of Sensitive Information.** For purposes of this Agreement, "Sensitive Information" shall include all information or material that...

- has or could have commercial value or other utility in the business in which Disclosing Party is engaged
- might lead to the security of the Disclosing Party's physical or information assets or the safety of its staff and customers being compromised
- Details about the inner workings of the institution
- concerns the disclosing party or any other topics/tasks including, without limitation, the existence of the institution itself, all templates, files, designs, photographs, specifications, literature, cash flows in and/or out, pro-forms, promotional material (whether written or not) and any other material bearing or incorporating any information relating to the institution and intellectual property rights therein.

If Sensitive Information is in a physical or electronic form, the Disclosing Party shall label or stamp the materials with the words **OFFICIAL/SENSITIVE**, or some similar warning, in line with HMG's protective marking scheme. If Sensitive Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Sensitive Information.

2. **Exclusions from Sensitive Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
- a. publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party.
  - b. discovered or created by the Receiving Party before disclosure by Disclosing Party.
  - c. learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives.
  - d. is disclosed by Receiving Party with Disclosing Party's prior written approval; or
  - e. independently developed by the Receiving Party outside the scope of this agreement.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Sensitive Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Sensitive Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party

shall put in place effective governance controls to monitor compliance and respond to (and report) any security breach incidents. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Sensitive Information either pertaining to the data held by the disclosing party or the inner workings of the institution. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Sensitive Information within a reasonable time period if Disclosing Party requests, it in writing.

4. **Time Periods.** The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Sensitive Information in confidence shall remain in effect until the Sensitive Information no longer qualifies as a trade secret or otherwise needing protection until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in writing signed by both parties.
8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.
9. **Breach.** The breach of any of the clauses within this NDA and confidentiality agreement remains the responsibility of the receiving party and the disclosing party remain indemnified from and against any and all liability, losses, damages, costs, expenses, suits and claims which the receiving party may suffer for non-compliance.

You "*Receiving Party*" has agreed and signed this Agreement and attest the signature of your own volition as an indicator of adherence to the understated regulations and that you are of sound mind and judgement with full capacity to undertake these tasks. As such, the undersigned hereby declare that they shall not, at any time, discuss, reproduce or distribute, in any form or by any means, any of the Sensitive and/or confidential Information pertaining to the disclosing party to or for any person, firm or company whomsoever or whatsoever, except with the prior written consent of the Executive Committee of Egyptians Together Union.

RECEIVING PARTY
<u>Name:</u>
<u>Date:</u>
<u>Signature:</u>