**Standard Terms for Activities Involving Children and Young People[[1]](#footnote-1)**

1. **Guiding Principles.** The Parties agree to use all reasonable efforts to ensure that the agreed activities are risk assessed, planned, developed and implemented in accordance with the following guiding principles:[[2]](#footnote-2)

|  |  |  |
| --- | --- | --- |
| **1.** | **Transparent and informative** | Children and young people must be provided with full, accessible, diversity-sensitive and age-appropriate information about their right to express their views freely and their views to be given due weight, and how this participation will take place, its scope, purpose and potential impact. |
| **2.** | **Voluntary** | Children and young people should never be coerced into expressing views against their wishes and they should be informed that they can cease involvement at any stage. |
| **3.** | **Respectful** | The views of children and young people have to be treated with respect and they should be provided with opportunities to initiate ideas and activities.  |
| **4.** | **Relevant** | The issues on which children and young people have the right to express their views must be of real relevance to their lives and enable them to draw on their knowledge, skills and abilities. In addition, space needs to be created to enable children and young people to highlight and address the issues they themselves identify as relevant and important.  |
| **5.** | **Child-friendly** | Environments and working methods should be adapted to children’s and young people’s capacities. Consideration needs to be given to the fact that children and young people will need differing levels of support and forms of involvement according to their age and evolving capacities. |
| **6.** | **Inclusive** | Participation must be inclusive, avoid existing patterns of discrimination, and encourage opportunities for vulnerable and marginalized children and young people, including all genders, to be involved. |
| **7.** | **Supported by training** | Adults need preparation, skills and support to facilitate children’s and young people’s participation effectively, to provide them, for example, with skills in listening, working jointly with children and young people and engaging them effectively in accordance with their evolving capacities.  |
| **8.** | **Safe and sensitive to risk** | Adults have a responsibility towards the children, adolescents and young people with whom they work and must take every precaution to minimize the risk to them of violence, exploitation or any other negative consequence of their participation. Children and young people must be aware of their right to be protected from harm and know where to go for help if needed.  |
| **9.** | **Accountable** | A commitment to follow-up and evaluation is essential. For example, in any research or consultative process, children and young people must be informed as to how their views have been interpreted and used and, where necessary, provided with the opportunity to challenge and influence the analysis of the findings.  |

1. **Conduct and Training.** [PARTNER] confirms that its personnel, associates, and their personnel and associates, including contractors and sub-contractors, engaging with or otherwise coming into contact with children or young people in the agreed activities (including direct contact and online activities and those involving children’s data):
2. Will respect the local laws, customs, and any other safeguarding requirements confirmed by UNICEF to be relevant to the engagement and conform to a high standard of moral and ethical conduct with regards to the safeguarding and protection of children, and young people.
3. Have (i) satisfactorily completed the [UNICEF Prevention of Sexual Exploitation and Abuse (PSEA)](https://agora.unicef.org/course/info.php?id=7380), [Child Safeguarding](https://agora.unicef.org/course/info.php?id=29324) [and *include any other relevant training*] trainings (or equivalent training as required by their own organisation), and (ii) signed the Code of Conduct attached to this Agreement as Annex [\_\_]. [PARTNER] will select personnel and associates that are fit to work with children and young people and ensure that each comply with the Code of Conduct.
4. **Reporting.** The [PARTNER] will ensure that appropriate and effective channels for raising concerns and reporting are in place. If [PARTNER/] becomes aware of any violation of the Code of Conduct, or any sexual exploitation or abuse, child safeguarding or other similar concerns, it will immediately report this to UNICEF. The Parties will consult without delay and work together to address the violation or concern, including any necessary provision of assistance to a child or young person and, as relevant, the removal of individuals, from contact with affected persons. Reports should be made in accordance with the General Terms and Conditions confidentially, and to either the UNICEF signatory of the contract or the UNICEF Office of Internal Audit and Investigations (integrity1@unicef.org). In that regard, if such report involves a member of [PARTNER]’s personnel or associates, UNICEF may require that such person is suspended from participation in the Project which will be respected by the [PARTNER].
5. **On-site responsibilities.** With respect to any on-site opportunities for children or young people provided by [PARTNER] as part of the [PCA/Programme Document/Activities] (e.g. internships or other), [PARTNER] will be responsible for:
6. Assessing and managing risks associated with where, how and whom children or young people are engaged in activities (whether in person or online, including the use of data), and how such risks will be mitigated;
7. providing a safe, inclusive and supervised[[3]](#footnote-3) working environment free from harassment, discrimination or prejudice, including space for children or young people’s views and feelings to be heard and seriously considered; and
8. making and maintaining all appropriate security, health and safety, data privacy and insurance arrangements for all the children or young people engaged in the internship and other opportunities offered by [PARTNER] under this Agreement.
9. **Images and Stories.** If [PARTNER] wishes to collect and/or use images (photo/video) or personal stories of children and/or young people as part of this Agreement in its communications (whether internal or external, online or otherwise), it will first discuss and agree with UNICEF on the parameters and conditions prior to doing so, including, on any safeguarding measures such as the protection of the person’s identity as necessary (based on a risk assessment and in consultation with UNICEF). In all cases, [PARTNER] will be responsible for ensuring that:
10. all relevant consents and releases of each child or young person (through their guardian, if applicable) is obtained in advance, including for the proposed uses of such images and stories. Such consent must be freely given, specific and informed and without any coercion.[[4]](#footnote-4) [PARTNER] will also be responsible for complying with all applicable laws in respect of the collection and processing of such imagery and data protection;
11. all capture and uses of such images and stories comply with UNICEF’s [Standard on child safeguarding in multimedia – photo and video](https://unicef.sharepoint.com/sites/portals/RF/Regulatory%20Framework%20Library/Forms/AllItems.aspx?id=%2Fsites%2Fportals%2FRF%2FRegulatory%20Framework%20Library%2FUNICEF%20Standard%20on%20Child%20Safeguarding%20Multimedia%20%2D%20Photo%20and%20Video%2Epdf&parent=%2Fsites%2Fportals%2FRF%2FRegulatory%20Framework%20Library); [Standard on Child Safeguarding in Corporate Partner Image Use](https://unicef.sharepoint.com/sites/portals/RF/Regulatory%20Framework%20Library/Forms/AllItems.aspx?id=%2Fsites%2Fportals%2FRF%2FRegulatory%20Framework%20Library%2FUNICEF%20Standard%20on%20Child%20Safeguarding%20in%20Corporate%20Partner%20Image%20Use%2Epdf&parent=%2Fsites%2Fportals%2FRF%2FRegulato); [Standard on Child Safeguarding in Media Engagement and Interactions;](https://unicef.sharepoint.com/sites/portals/RF/Regulatory%20Framework%20Library/Forms/AllItems.aspx?id=%2Fsites%2Fportals%2FRF%2FRegulatory%20Framework%20Library%2FUNICEF%20Standard%20on%20Child%20Safeguarding%20in%20Media%20Engagement%20and%20Interactions%2Epdf&parent=%2Fsites%2Fportals%2FRF%2FRegulatory%20Framework%20Library) and Guidelines [Respectful Child Imagery: Avoiding Harmful Stereotypes](https://unicef.sharepoint.com/teams/PFP-CommContent/DocumentLibrary1/Forms/AllItems.aspx?id=%2Fteams%2FPFP%2DCommContent%2FDocumentLibrary1%2F2020%5F2021%5FImagery%20working%20group%2FDeliverable%201%5Frecommendations%2FRecommendations%5Flanguage%20versions%2FUNICEF%5FRespectful%20Child%20Imagery%5FAvoiding%20harmful%20stereotypes%5FEN%2Epdf&parent=%2Fteams%2FPFP%2DCommContent%2FDocumentLibrary1%2F2020%5F2021%5FImagery%20working%20group%2FDeliverable%201%5Frecommendations%2FRecommendations%5Flanguage%20versions&p=true&wdLOR=c1E6B54EB%2D4626%2D4FDF%2D9A5C%2DD26DA495394B&ct=1625069911510&or=Outlook-Body&cid=CF5E598B-A601-43A9-9D23-9DBB4E32916E&originalPath=aHR0cHM6Ly91bmljZWYuc2hhcmVwb2ludC5jb20vOmI6L3QvUEZQLUNvbW1Db250ZW50L0VXeGtaTElZbDNGRnRpQWFfRzR2cEZZQlh2NjlvdjBSbk1JNWdVN0phQV82SXc_cnRpbWU9dHlMUHRPSTcyVWc).;
12. all images, and uses of such images, remain positive and respectful in accordance with the guidance on exclusionary and sensitive images, design, and copy; and
13. images and stories of children or young people that are part of these activities are not used to promote or endorse [PARTNER]’s products and services.

For the purposes of this Section (4), the term “images” means all visual forms of representation of a person or group of persons, including, but not limited to, photographs and videos.

1. **Personal Data Protection.** UNICEF recognizes that [PARTNER] may need to collect and use certain personal attributes (e.g., personal information) on and about the children or young people to fulfil the purposes of agreed activities. Such personal attributes may include name, phone number, age, where they live, parental contact information, etc. [PARTNER] confirms that they will only collect and further use information that is necessary for fulfilment of specified agreed activities, in line with any identified child safeguarding requirements and that they have in place appropriate measures to keep this personal information safe and confidential. Each of the Guiding Principles stipulated in this Agreement apply equally to the collection, handling and protection of children and young people’s personal information. In all cases, [PARTNER] will be responsible for ensuring that:
2. the need and purpose for the collection of children or young people’s data is explicitly clarified and the processes for collecting such data does not cause a significant risk of harm to the individuals;
3. all relevant and transparent privacy notices are provided and assents and consents of each child or young person is obtained, through their guardian if applicable, in advance of the collection of personal information. Consent must be freely given, specific and informed and without any coercion. [PARTNER] will also be responsible for complying with all applicable laws, including in relation to data protection, in respect of the collection and processing of personal information;
4. [PARTNER] personnel and associates shall only request access to children or young people’s personal information when it is essential to the performance of the activities, and it will be strictly on a need-to-know basis, and such access will be appropriately reviewed and monitored;
5. In the event that child or young person and or guardian requests to delete their personal data, or when the processing of the personal information is no longer necessary for the performance of the agreed activities, [PARTNER] will cease using any personal data and/or content containing personal information provided to [PARTNER] within a reasonable time period and erase all records of the same, including without limitation erasing the personal data and/or content containing personal data from any ‘live’ public sites and platforms;
6. all sharing of children or young people’s personal information with [PARTNER] associates, service providers or other third parties will be restricted to the purposes the information was originally collected for unless additional consent has been obtained from the children or young people. [PARTNER] is responsible for ensuring that any third party with access to children or young people’s information are held to the same high standards in their handling and protection of this information as is [PARTNER]; and
7. [PARTNER] will not sell children or young people’s personal information or use it to promote or endorse [PARTNER]’s products and services.

\*\*ENDS\*\*\*

1. This is applicable to people from 0 to 24 years old. UNICEF mandate covers both the first (0-9) and second decade (10-18) of age. Although the term “children” refers to “people under the age of 18”, the formula used in UNICEF SP (2022-2025) is “children and adolescents” which underlines the importance of a specific focus on adolescence and its specific needs. In this document, since UNICEF often works with young people (10-24) as agents of change, the formula “children and young people” is used in the place of “children, adolescents and young people” for simplicity. [↑](#footnote-ref-1)
2. Source: Committee on the Rights of the Child, 2009, *General Comment No. 12 The Right of the Child to be Heard*, CRC/C/GC/12, para.134. [↑](#footnote-ref-2)
3. ‘Supervised’ means that the supervisor works within close proximity of the child or young person and that they have easy and regular access to their supervisor. [↑](#footnote-ref-3)
4. See UNICEF [Policy on Personal Data Protection](https://unicef.sharepoint.com/sites/portals/RF/Regulatory%20Framework%20Library/Policy%20on%20Personal%20Data%20Protection.pdf) for further information on consent [↑](#footnote-ref-4)