



## **CODE OF CONDUCT**

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# 1. INTRODUCTION

As we work towards our vision of ‘a just and equitable European asylum system, which treats individuals with respect and upholds their dignity’, we are committed to doing so while ensuring the highest ethical standards of conduct and creating a safe working environment free of harassment and discrimination.

The rules and guidelines contained in this Code of Conduct and Policies provide a framework within which everyone representing or working on behalf of Fenix, in whatever capacity they may serve, whether as trustees, board members, staff members, volunteers, interns, advisers and associated representatives (which include contractors, consultants, partners, journalists, and visitors), globally, whether remote or on the ground, part time or full time, undertake to discharge their duties and regulate their conduct. They also support Fenix in implementing, monitoring and enforcing these standards.

The Code of Conduct is subordinate to any applicable laws or professional codes of conduct that may apply to any individual working for Fenix.

The Code does not exempt anyone and in accordance with relevant employing affiliate’s policies and procedures, any breach may result in disciplinary action, and in some cases lead to criminal prosecution.

## **These statements are applicable to all sections of this Code:**

1.1. It shall be the duty and obligation of any Fenix team member (see Section 2.6) to comply with these rules. Failure to abide by these standards and rules may constitute sufficient grounds for termination of mission.

1.2. In line with the Complaint Procedure of Fenix, managers, supervisors and coordinators at all levels have a particular responsibility to uphold the standards contained herein, to set a good example, and to create a working environment that supports and empowers staff.

1.3. It shall be the obligation of any Fenix team member (see Section 2.6) to contact their supervisor, the executive director, or the board of directors for guidance if they find themselves in a situation of doubt in relation to this Code of Conduct and its provisions.

1.4. In line with the Complaint Procedure of Fenix, all Fenix team members (see Section 2.6) have a responsibility to report any concerns related to criminal or unethical activities that are in conflict with this Code and which may compromise Fenix’s work and the individuals it serves. Failure to do so could place individuals at increased risk of harm and may be considered a breach of the Code.

## 2. DEFINITIONS

2.1. “Fenix Humanitarian Legal Aid AMKE”, “Fenix LTD” , Fenix Humanitarian Legal Aid” and “Fenix” will be used interchangeably throughout this document.

2.2. “Code of Conduct & Policies”, “Code of Conduct” and “Code” will be used interchangeably throughout this document to refer to the “Code of Conduct and Policies” of Fenix.

2.3. The term “client” refers to a person to whom any member of Fenix has agreed, verbally, in writing, or otherwise, to provide ongoing services to and who voluntarily accepts those ongoing services. For the purpose of this Code of Conduct, the term “client” covers a person that has received a one-time individual or group session with “Fenix”, such as a consultation, mental health or psychosocial session, information session, among others. The term client, also includes past clients, referring to any person that received services or information in the past from “Fenix”.

2.4. The term “prospective client” or “potential client” refers to any person who is not currently a client of “Fenix” but could potentially seek information or services from any of Fenix’s offices or operations in the future. This term includes asylum seekers, rejected asylum seekers, and beneficiaries of international protection with or without travel documents.

2.5. The term “adviser” refers to any member of the "Fenix" team providing ongoing services on the ground, as opposed to remotely, in whatever capacity that member may provide services, of any kind, to clients or prospective clients.

2.6. The term “team member” refers to any individual providing any type of service or generally applicable information on behalf of "Fenix" as a trustees, board members, staff members, volunteers, interns, advisers, interpreter, translator, community ambassador and associated representatives (which include contractors, consultants, partners, journalists, and visitors), or otherwise, paid or unpaid, part time or full time, whether remotely or on the ground.

2.7. The term “retaliation” refers to any action that could discourage a worker from coming forward to make or support a Code of Conduct report, and specifically a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g. threats of physical violence outside of work hours).

### 3. CORE VALUES AND GUIDING PRINCIPLES

3.1. Team members shall take care to abide by the values enshrined in the Charter of the United Nations: respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women. Fenix and its staff shall actively promote adherence to the principles of international refugee law, international human rights law and international humanitarian law.

3.2. Team members are committed to supporting the fullest possible participation of the communities and individuals it serves - as individuals, families and communities - in decisions that affect their lives.

3.3. Team members will respect the dignity and worth of every individual, will promote and practice understanding, respect, compassion and tolerance, and will demonstrate discretion and maintain confidentiality as required. Team members will aim to build constructive and respectful working relations with humanitarian partners, will continuously seek to improve performance, and will foster a climate that encourages learning, supports positive change, and applies the lessons learned from experience.

3.4. Team members will encourage diversity and show respect for all persons equally without distinction whatsoever of race, gender, religion, color, national or ethnic origin, language, marital and family status, sexual orientation, age, socio-economic status, disability, political conviction, or any other distinguishing feature.

3.5. Team members will respect cultures, customs, and traditions of all people and will strive to avoid behaving in ways that are not acceptable in a particular cultural context. However, when the tradition or practice is considered to be directly contrary to an international human rights instrument or standard, Team members will be guided by the applicable human rights instrument or standard.

3.6. Team members will not tolerate any form of sexual exploitation or abuse and are aware that misconduct is ground for disciplinary measures including immediate termination.

3.7. Team members shall treat all members of the communities they serve fairly and with respect and dignity. This requires understanding that these individuals have faced and survived extremely difficult situations and hold a disadvantaged position in relation to those who hold power or influence over their lives.

3.8. It shall be the obligation of all Team members to ensure that their personal and professional conduct is and is seen to be of the highest standard. Team members shall demonstrate integrity, truthfulness, dedication, and honesty in their actions. They will strive to demonstrate patience, respect, and courteousness to all persons while acting in their official capacity. They shall observe local laws, meet all private legal and financial obligations, and shall not seek to take personal advantage of any privilege that may be conferred as a result of their association with Fenix.

3.9. Team members will take all reasonable steps to contribute to building a harmonious workplace based on team spirit, mutual respect and understanding. Team members shall show respect to colleagues regardless of status or position. Team members shall communicate openly and share relevant information (subject to confidentiality requirements) with other colleagues and will endeavour to respond in a timely manner to queries. Team members will seek to resolve differences

and solve problems when they arise, and will contribute to building constructive dialogue guided by mutual respect, and an open and honest approach.

3.10. Team members shall promote the safety, health and welfare of all team members and members of the communities Fenix serves. It shall be each team member's obligation to remain aware of and comply with all instructions designed to protect health, welfare, and safety. If a Team member has doubts regarding instructions that the Team member considers threatening to the safety of any person, it shall be the Team member's obligation to immediately inform their supervisor and head of mission. If that is not possible, they must inform the executive director or a member of the board of directors.

3.11. Team members shall safeguard and make responsible use of resources to which they have access to by reason of their association with Fenix. Team members shall take all reasonable steps to manage and utilize Fenix's human, financial, and material resources efficiently and effectively, bearing in mind that these resources have been placed at Fenix's disposal for the benefit of the communities Fenix serves.

3.12. Fenix is committed to the highest possible standards of openness, honesty and accountability. In line with that commitment, individuals are encouraged to come forward and voice any concerns they have about any aspect of this Code. Whistleblowing allows individuals to raise issues of poor practice or misconduct without fear of reprisal. The concept of whistleblowing is important in any organisation that is committed to maintaining appropriate levels of safeguarding and good practice.

No person covered by this Code shall be subject to adverse action because the team member reports an incident, provides information, or otherwise assists in any investigation of a violation of this Code.

Fenix will not tolerate such retaliation against anyone who, in good faith, reports or provides information about a suspected incident. Any Fenix team member who retaliates against anyone involved in an investigation will be subjected to disciplinary action, up to and including termination. All team members working in the workplace who believe they have been subject to such retaliation should inform a supervisor, the Head of Mission, the executive director, or member of the board of directors.

Even if the alleged incident does not turn out to rise to the level of breach of the Code and Policies, the individual is protected from retaliation if the person had a good faith belief that the practices were a violation of the Code. However, this provision is not intended to protect persons making intentionally false charges.

## 4. ADVISER-CLIENT RELATIONSHIPS

4.1. Advisers shall in all cases clearly explain to prospective clients whether they can offer services of any kind, and shall provide clear explanations of the type of service they offer. The objectives and scope of any adviser-client relationship shall be explicit before the adviser begins to conduct any work for the client, and before the client is asked to agree to the services.

4.2. Team members, acting as advisors, may limit their services. Advisors must inform clients of any limits in the services to be provided at the beginning of the adviser-client relationship.

4.3. Notwithstanding Rule 4.4, an adviser is under no obligation to provide services to a prospective client, and may decide to decline to provide assistance unless prohibited by Rule 4.4.

4.4. Advisers shall not deny services to any person on the basis of race, color, gender, sexual orientation, nationality, political opinion, religion, age, family status, indigence or membership of a particular social group.

4.5. Advisor-Client relationships may begin only with the voluntary, well-informed consent of the client, and may continue only if this consent continues. A client may end their relationship with Fenix or any adviser by clear and explicit communication, orally or in writing. An allegation by a client of ethical misconduct against an adviser shall be presumed to indicate that the client no longer consents to continuing the adviser-client relationship.

4.6. Clients should remain in control of the goals of Fenix's services. If at some point during the adviser-client relationship, the client and advisor are unable to agree on the goals or strategies of the services provided the adviser may withdraw the provision of services so long as there will not be a material adverse effect on the client's interests. An adviser must take all reasonable steps to mitigate the consequences to the client.

4.7. Clients shall be entitled to view and obtain copies of all materials in their files. Advisers shall provide copies of the materials to the client upon the client's request, during or after the end of the adviser-client relationship. However, advisors may maintain records of their work on a client's case according to data protection regulations, and are not required to destroy files, even if requested by a client.

4.8. When required, advisers shall notify the relevant adjudicating body in writing when the advisor-client relationship has terminated. This provision shall only apply where the advisor or Fenix, as a whole has made its representation known to the relevant adjudicating body or if there is reason to believe that the adjudicating body does or may know of Fenix's involvement with a client's case.

## 5. DUTIES OF INTERPRETERS

5.1. Interpreters working on behalf of Fenix play an important part in the services provided by Fenix. In fulfilling this role, an interpreter must be aware of the importance of accuracy, impartiality and confidentiality and must abide by the standards of conduct detailed herein. All rules, regulations, and guidelines contained herein or in any other policy provided by Fenix shall apply fully to all interpreters.

5.2. All interpreters have a responsibility to convert messages in one language into another without losing the essential meaning of the message that is being conveyed either by the client, potential client, member of the community, or Fenix team member.

5.3. Interpreters are required, to the best of their ability, to convey everything that is said by any party in its entirety and in the manner in which the message is delivered. Interpreters shall not answer questions on their own or insert their own comments or opinions into the conversation being interpreted. The interpreter shall not make any judgment as to what is relevant, important, or acceptable, but interpret what is said without anything being added, omitted or changed. Interpreters shall not decide to exclude or distort any discriminatory, prejudicial or offensive remarks, either because these are personally offensive to them or because they are uncomfortable with the language or content of the message. In addition, an interpreter shall make best efforts to convey the meaning of any gestures, body language or tone of voice that add significantly to the content of the message, especially when these might not be noted or might be misunderstood by the other party.

5.4. An interpreter shall disclose any difficulties encountered with dialects or technical terminology. An interpreter shall try to identify and point out if a party may not have understood something or if there may have been a missed or hidden assumption or proposition. There may be instances where there are ‘untranslatable’ words or expressions that have no comparable word or phrase in the other culture. In such a situation, the interpreter shall try to convey the overall meaning of the word or concept. If the interpreter is unable to do so they shall alert both parties to this difficulty.

5.5. Interpreters shall not allow any of their own personal biases or beliefs to alter what or how any messages are conveyed between the client, prospective client, or member of the community and the Fenix team member. An interpreter shall inform the team member if they encounter any situation in which they are unwilling to interpret.

5.6. If an interpreter feels unable to continue in their role because of any difficulties it shall be their obligation to make this known to an appropriate Fenix team member as quickly as possible.

5.7. It is not appropriate for the interpreter to give their own advice, express an opinion or reaction to any of the parties, to take sides or attempt to persuade either party, unless expressly asked to do so.

5.8. An interpreter shall perform their duties competently, monitor their own performance, know when to withdraw and when to admit a difficulty or an error. The interpreter shall try to improve their language skills and their skills of interpretation, including enhancing their understanding of cultural issues to be able to facilitate communication across cultural differences.

## 6. DILIGENCE

6.1. An adviser shall act responsibly and with due diligence in the handling of a client's case and shall act within the bounds of all applicable local, national, and international laws as well as these rules to obtain the best results possible for the client.

6.2. Advisers shall complete all work as agreed with clients. Advisers shall complete all required documents for a client by any applicable deadline.

6.3. Advisers are responsible for maintaining regular access to relevant published materials and country of origin information as necessary to assist clients in refugee status determination applications and other matters.

6.4. Advisers shall maintain a filing and records system in order to record their work on a client's case in line with the system delineated in the training guidelines provided by "Fenix".

6.5. Team members shall act responsibly and with due diligence in performing their duties in their role with Fenix. Team members are responsible for complying with all rules, regulations, and policies maintained by Fenix as well as all applicable local, national, and international laws. All team members shall thoroughly review all handbooks, guides, and information provided by Fenix and it shall be their obligation to abide by and act within the bounds of all such information, rules, policies, and regulations contained therein.

## 7. CONFLICTS OF INTEREST

7.1. Team members shall not provide services or any information to any client or prospective client where the team member has a direct financial or personal interest that is opposed to the client's interests.

7.2. Advisers shall not offer services to any prospective client where another client of the same adviser has interests that are opposed to the prospective client's interests.

7.3. Where two clients of the same adviser develop a conflict of interest after the beginning of an adviser-client relationship, and where local ethical or professional standards would permit, the adviser shall seek to refer one or both of them to alternative advisers immediately.

7.4. Where advisers have a personal relationship with the client that could interfere with his or her exercising objective judgment, the adviser shall seek to refer the client to an alternative adviser, if available. If an adviser believes a conflict of interest has arisen or may arise, said adviser shall have a duty to immediately notify their direct supervisor and head of mission.

7.5. Where Rule 6.3 or 6.4 applies and alternative advisors are unavailable, an adviser may assist clients where a conflict of interest exists only after clearly and explicitly notifying the clients of the conflict and its potential consequences, and after seeking ways to limit the scope of representation so as to minimize conflicts.

## 8. CONFIDENTIALITY

8.1. Clients, past clients and prospective clients are entitled to confidentiality of the information obtained from them or others by "Fenix" and any team member working on behalf of "Fenix". The confidentiality privilege is owned by the client, not by the advisor, team member, or "Fenix". Except as provided for in these rules, confidentiality may be waived only with a client's explicit consent.

8.2. A team member shall protect the confidentiality of all information that is gathered regarding a client's affairs, except as specifically provided for in these rules. Team members shall maintain files and records in a manner designed to protect their clients' confidentiality. The duty to maintain client confidence continues beyond the termination of the adviser-client relationship unless otherwise provided in these rules.

8.3. Confidentiality shall not apply to information that has entered the public domain with the client's consent. When a client voluntarily allows a piece of information to enter the public domain, the client will be presumed to have waived confidentiality on that piece of information. However, team members may not reveal information that has entered the public domain against the wishes of the client, or without the client's consent.

8.4. A team member may reveal confidential information about a client to other advisers for the purpose of professional consultations, so long as the other advisers will be bound by the same duty of confidentiality and so long as the other advisers do not have a conflict of interest as described in Rule 6.

8.5. Where an adviser believes a client is likely to inflict bodily harm on themselves or another person in the imminent future, the adviser must take prompt steps to inform the appropriate authorities, and may reveal that amount of confidential client information which is necessary to prevent bodily injury to themselves or others.

8.6. A team member may reveal confidential client information as minimally necessary to defend him or herself from any formal accusation of breach of these ethical rules.

8.7. "Fenix" or any team member may use information collected from clients' cases in publications and writings without the consent of affected clients only if the publication is sanitized of any unique details that would allow an interested person to identify the person involved.

8.8. "Fenix" accepts and maintains the duty to train all staff and support personnel on their responsibility to maintain confidential client information and ensure that client confidences are maintained.

## 9 DUTY OF INTEGRITY

9.1. A team member shall adhere to the truth in all communications, shall urge his or her clients to do the same, and shall not encourage, advise, or assist any person to make false or misleading statements to any tribunal, agency, adjudicating body, fact finder acting in an official capacity, or other similar body or person, before whom the client or team member appears.

9.2. Notwithstanding Rule 9.1, the team member is not the decision-making body regarding the validity of applications for refugee status recognition or other matters, and has no duty to screen out or turn away prospective clients who, in the opinion of the adviser, have relatively weak claims.

9.3. A team member shall conduct his or her interactions with other parties in a courteous, professional manner, consistent with principles of respect for other people and principles of human rights and non-discrimination.

9.4. When a team member knows that a client has made misstatements of fact to a tribunal or adjudicating body before the beginning of the adviser-client relationship, and there are no contrary local professional ethical rules, the following shall apply:

9.4.1. The team member shall not reveal the past misstatements to any person or body without the client's explicit consent.

9.4.2. The team member shall attempt to persuade the client to correct the statements.

9.4.3. The team member shall not proceed in making any communications to the adjudicating body or any other body that are founded on the past misstatements, and shall not take any actions likely to lead the adjudicating body or any other body to rely on the past misstatements.

9.5. A team member shall not knowingly sign or otherwise be associated with any letter, report or other documents, make any statement or offer any submission with respect to a client which contains false or misleading information. A team member shall not submit to an adjudicating body any document which the advisor knows to either be a forgery or to contain false or misleading information.

9.6. When a client makes statements to an adjudicating body after the beginning of the adviser-client relationship that the team member knows to be false, the following shall apply:

9.6.1. The team member shall not reveal the misstatements to any person or body without the client's explicit consent.

9.6.2. The team member shall attempt to persuade the client to correct the statements to the adjudicating body.

9.6.3. The team member shall not proceed in making any communications to the adjudicating body or any other body that are founded on the misstatements, and shall not take any actions likely to lead the adjudicating body or any other body to rely on the misstatements.

9.6.4. Where the misstatement goes to the heart of the representation and the client refuses to correct the misstatement, "Fenix" shall cease the provision of services.

9.7. A team member shall never provide any information to clients or prospective clients if they are unsure about the truthfulness or accuracy of that information. Whenever practicable team members shall inform the client or prospective client that they do not know, will make all reasonable steps to obtain the relevant information and shall make all reasonable steps to provide correct and accurate information.

9.8. It shall be the obligation of all team members to stay up to date with relevant information regarding the asylum process and any other information they will be providing to clients, prospective clients, or the community at large.

9.9. Where practicable, and a team member believes that it is in the best interests of the client or prospective client, the team member shall refer that individual to an outside organization that can more properly and comprehensively provide the service or information sought. It is the duty of the team member to stay up to date with the services available to current and prospective clients in the community.

9.10. It shall be at the discretion of the executive director to terminate the mission of anyone they reasonably believe has provided misinformation to clients, past clients, prospective clients, or the community at large.

9.11. Members shall maintain appropriate and proper dress in all situations as determined by the Head of Mission (See "Fenix Field Handbook" for guidance). They shall wear a Fenix badge at all times, unless the contrary is determined by the Head of Mission or their direct supervisor.

9.12. Members shall behave themselves in a respectful and appropriate manner at all times (during and outside working hours) for the duration of their mission with "Fenix". This includes during interactions with clients, past clients, prospective clients, potential clients, authorities, colleagues, representatives of other organizations and whilst within the local community. Members must refrain from engaging in any behavior that brings the organization into disrepute. This includes drunk and disorderly behavior, behavior that might be perceived as tokenizing the refugee community, sexual tourism and voluntourism.

## 10. DUTY TO AVOID EXPLOITATION

10.1. Team members shall refrain from engaging in any relationship either directly or indirectly that is likely to compromise their independent judgment on behalf of the client in rendering legal services and shall not exploit his or her client or any prospective client for financial, sexual or other gain. To avoid all doubt, any sexual, romantic or business relationship between a team member and a current or potential client shall be presumed to be exploitative.

10.2. Team members shall not solicit or receive any services, products, or labor for which a person might normally be compensated in money or other exchange from any current or prospective client or for six months after the end of an adviser-client relationship, except as permitted by Rule 6.5 where a relationship pre-existed the need for Fenix's services and no alternative advisers are available.

10.3. Team members shall not enter into any financial relationship with any current or prospective client or for six months after the end of an advisor-client relationship.

10.4. Team members may not post pictures or any identifying information of any past, current or potential client on any social media platform or in any publication without the client's informed written consent.

10.5. The duty to avoid exploitation includes the duty to avoid sexual harassment as described in Section 15 and the duty of safeguarding as described in Section 16.

## 11. DUTY TO COMPLY WITH LAWS AND REGULATIONS

11.1. Team members will comply with local, national and international rules, laws and regulations.

11.2. Subject to Rule 10.4 and our Press & Social Media Policy attached, team members will not take photographs, video recordings or voice recordings of authorities, asylum seekers, or refugees, unless otherwise authorized by the Head of Mission. Further, no photographs, video or other recordings shall be taken in the camps at any time.

11.3. Team members will not enter the camp premises or governmental offices without official authorization from their supervisor or Head of Mission.

## 12. DUTY TO MAINTAIN PERSONAL HEALTH, SAFETY AND SECURITY

12.1. It shall be the duty and obligation of every person working, representing or acting on behalf of "Fenix" to maintain their own personal safety and ensure that they abide by all applicable laws, local, national, or otherwise. Individuals working in any capacity for "Fenix" shall not take any undue risk as to their own safety or the safety of any other. It shall be the responsibility of all individuals to ensure that they abide by this policy – instructions from any authority to engage in conduct that would violate this policy must be immediately reported.

12.2. The actions of one person can have an effect on the security of others in the organisation, members of other organisations, local people and the people we work for. Breaches of our protocols and guidelines or the law, national or international, can lead to the termination of our work.

12.3. If an individual working or volunteering for "Fenix" violates this policy it shall be that individual's sole responsibility to respond to incidents or pay any expenses, including medical and legal expenses, which may arise. It shall be the responsibility of the individual to ensure their mental and physical health and to abstain from interactions with clients or co-workers if sick or succumbing to symptoms of any physical or mental ailment.

12.4. As members of Fenix, individuals consent to working in a context in which they might be subject to risk. Volunteers must be aware of the safety and health risk of working in Greece, including the recent attacks by fascists on volunteers, fires in Moria Camp, tear gas by riot police, police harassment, the existence of cases of Covid-19, Meningitis, Tuberculosis on the island and the limited medical services for the population (5 ICUs on the island), among other risks. It is their own responsibility to research and understand these risks before starting their mission and be aware that Fenix bears no responsibility for these risks. Fenix coordinators will ensure that team members are briefed on safety procedures on arrival and updated on relevant information. This includes but is not limited to: Covid 19 measures (cleaning communal areas, wearing face masks, etc.), safety in camps (do not go in unaccompanied, assault, riots) and general safety measures (car safety, safety in Mytilini, etc.). Once the individual has been made aware of these concerns, it is their responsibility to follow the safety procedures accordingly.

12.5 Fenix encourages team members to reach out immediately to their supervisor or Head of Mission if they feel unsafe and wish to 'opt-out' of a specific task or the work in general.

## 13. DISCRIMINATION, HARASSMENT & BULLYING

13.1 Fenix recognizes that multiple and intersecting forms of discrimination are systemic in society. They are embedded in the dominant culture and social institutions in a way that is so pervasive that it is often invisible. It affects the perception of the world of those who knowingly or unknowingly hold these attitudes or stereotypes which make them prejudge individuals and situations. These perceptions lead to behaviours that validate and propagate these systemic issues. Fenix acknowledges that power relations and cultural differences exist between the different members of our staff, board, advisers, consultants, volunteers, interns, clients and stakeholders.

13.2. Fenix will promote, through all of its processes, practices and structures, an environment that is free of discrimination. As such, Fenix requires the highest standards from the team in their general conduct. Fenix has a zero-tolerance approach to harassment and will strive to create a discrimination-free environment due to any of the following Protected Characteristics: age, disability, sex, sexual orientation, race, nationality, ethnic or national origin, religion or belief, gender or anything related to gender (including but not limited to gender identity, history, expression, etc.), physical appearance, body size, class, marital or civil partner status, pregnancy and maternity.

13.3. Unacceptable behaviours. Our zero-tolerance stance includes a number of ‘unacceptable behaviours’:

13.3.1. Discrimination. Comments or behaviour that discriminates against, stereotypes, or harms members of the community will not be tolerated. This includes but is not limited to:

- Exclusion or victimisation based on the Protected Characteristics
- Treating someone less favourably or limiting their opportunities based on any of the Protected Characteristics
- Comments, slurs, jokes, statements, questions or gestures that are derogatory or offensive to an individual’s or group’s characteristics
- Promoting negative stereotypes relating to individual’s or group’s characteristics
- Racial or ethnic slurs, insults or jokes
- Intolerance toward religious customs
- Mimicking, mocking or belittling a person’s disability
- Homophobic, biphobic or transphobic comments or slurs
- Discriminating against pregnant people or mothers
- Declaring (‘outing’) someone’s religion or sexuality or threatening to do so against their will
- Deliberate, unwarranted exclusion from a business practice, policy or rule or mandating business attendance in a way that may constitute indirect discrimination

13.3.2. Harassment. Harassment is unwanted or unwelcome words, actions, or behaviours that create an intimidating, hostile, degrading, humiliating, or offensive environment for an individual or group of people. Fenix will not tolerate harassment or discrimination based on any of the above Protected Characteristics. Examples of unwanted conduct are:

- Verbal comments that reinforce social structures of domination related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, religion or class
- Offensive and suggestive remarks (including emails, messages and other electronic communications, posters, objects, written materials or graffiti)
- Intimate questions
- Foul or obscene language
- Innuendo and derogatory comments
- Jokes, banter, teasing, nicknames, ridicule or insults

- Inappropriate comments about dress, appearance, physique or abilities
- Deliberate ignoring or isolation of a community member
- Sustained disruption of talks, working groups or other events
- Racist, sexist, homophobic, classist or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender
- Mocking, mimicking or belittling a person's disability
- Advocating for, or encouraging, any of the above behaviour

13.3.3. Bullying. Bullying is any behaviour or action (whether physical, verbal or non-verbal) that is offensive, intimidating, malicious or insulting intended to undermine, humiliate, denigrate or injure the recipient, particularly in reference to the protected characteristics above. It also includes an abuse or misuse of power, deliberately setting an individual up to fail and unjustified intimidation. In addition to the examples listed for harassment above, bullying may also include but is not limited to:

- Shouting in public
- Persistent or unfair criticism
- Ostracising people
- Physical or psychological threats and instilling fear
- Spreading malicious rumours
- Constantly undervaluing effort/achievement
- Withholding information

13.4. Fenix is committed to the elimination of all forms of discrimination, harassment and bullying by identifying and addressing incidences, both intentional and unintentional and analysing the role of age, race, gender, power, sexuality, disability, class, body types and culture within the organization.

13.5. Fenix is committed to attracting a diverse membership within our organisation. Fenix will seek candidates from underrepresented Protected Characteristics and when reviewing applications from candidates with equal qualifications hire preferentially individuals from these underrepresented groups, ensuring representation at all levels of the organization. Fenix will embrace flexibility and seek out funding opportunities in order to facilitate participation from a diverse community of stakeholders.

13.6. Fenix will analyze our work, policies, and activities for biased intent or effect, hold workshops and training on issues relating to discrimination, network with other groups committed to anti-discrimination and develop and maintain active links with diverse communities through networking and active solicitation of their participation, views and concerns.

13.7. Fenix will ensure that all communications, both external and internal, are consistent with and promote the organization's anti-racism and anti-discrimination policies and use language and images which are inclusive, reflecting diversity in all its publications, policies and communications with members, clients, and other advocacy organizations and the general public.

13.8. All team members are encouraged to report any racist or discriminatory behavior that violates this Code, following the Complaint Mechanism. Coordinators, Supervisors and Managers are required to report any complaint that they receive, or any discrimination that they observe or become aware of, to the Head of Mission, Executive Director or the Board of Directors. Any discriminatory conduct, even a single incident, can be addressed under this Code.

## 14. SEXUAL HARASSMENT

14.1. “Fenix” is committed to maintaining an environment free from sexual harassment (See Section 2.1), which is a form of workplace discrimination. All individuals working on behalf of Fenix are required to work in a manner that prevents sexual harassment in the workplace. Team members are urged to report sexual harassment following the Complaint Mechanism.

14.2. The term “sexual harassment” is understood as any type of harassment on the basis of gender, sexual orientation, self- identified or perceived gender, gender expression or gender identity. It includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s gender when it has the purpose or effect of unreasonably interfering with an individual’s work performance, is made either explicitly or implicitly a term or condition of employment or employment decisions, and/or creates an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment.

14.2.1 A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. It also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks which are offensive or objectionable to the recipient, cause the recipient discomfort or humiliation, and/or interfere with the recipient’s job performance. It may also occur when a person in power tries to trade job benefits for sexual favors; including hiring, promotion, continued employment or any other terms, conditions or privileges of employment.

14.2.2. The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts such as: touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body, inappropriate looking a person up and down, rape, sexual battery, molestation or attempts of such.
- Verbal acts, such as: repeated unwelcome propositions or sexual flirtations, direct or subtle pressure for unwelcome dates or sexual activities, requests for sexual favors accompanied by implied or overt threats concerning the target’s job benefits or detriments;
- Sexually or gender oriented gestures, noises, remarks or jokes, or comments about a person’s body, sexuality or sexual experience.
- Gender stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform with other people’s ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as: Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual’s gender, sexual orientation, gender identity or gender expression, such as: interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job; sabotaging an individual’s work; bullying, yelling, name-calling.

14.3. Sexual harassment will not be tolerated. It is offensive, is a violation of our policies, is unlawful, and may subject Fenix to liability for harm to targets of sexual harassment. Team members of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be subject to disciplinary action for such misconduct.

14.4. Fenix will conduct a prompt and thorough investigation following our Complaint Mechanism that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Fenix will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

14.5. All team members are encouraged to report any harassment or behaviors that violate this Code, following the Complaint Mechanism. Coordinators, Supervisors and Managers are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the Head of Mission, Executive Director or the Board of Directors. Any harassing conduct, even a single incident, can be addressed under this Code.

## 15. SAFEGUARDING POLICY

15.1. The purpose of this safeguarding policy is to provide safe and secure operations and to protect all individuals who come into contact with Fenix through its work, including children, vulnerable adults, and Fenix team members, from any form of harm or abuse. It confirms the contractual and moral responsibilities of all Fenix team members and associated representatives (which include contractors, consultants, partners, journalists and visitors who work with Fenix) to safeguard children, young people, and vulnerable adults in all areas of Fenix's work.

This includes harm arising from:

- The conduct of all Fenix team members including trustees, staff, volunteers or associated representatives associated with Fenix
- The design and implementation of Fenix's programmes and activities

This policy does not cover:

- Safeguarding concerns in the wider community not perpetrated by Fenix or associated representatives (see Section 16.10 for clients).

15.2. Safeguarding in the broad context is understood as protecting people's health, wellbeing and human rights, and enabling them to live safely and free from harm, abuse and neglect. Where appropriate; safeguarding must ensure that people's wishes, feelings and beliefs are included in any decisions. It is about people and organisations working together to stop the risk of and therefore the experience of abuse and neglect. Any safeguarding action taken must be appropriate and measurable against the concern. Safeguarding also refers to the responsibility that an organization has to make sure that their volunteers, operations, and programs 'do no harm' (See Section 16.3).

If it is felt that a client Fenix team members are working with is being abused, mistreated, neglected, in need of support with their mental health or is in some other way vulnerable then there is a responsibility to ensure that the correct and appropriate support or safety people are informed - including most importantly the client.

Fenix is engaged in complex humanitarian settings. In emergency crisis type settings, safeguarding risks diversify and multiply – and affected people are at increased risk of neglect, abuse, and sexual exploitation – especially children. For children and persons living with disabilities, the risk of abuse is heightened due in part to stigma, isolation, discrimination, and a lack of support. Safeguarding risks, and response, can differ according to gender and age and we must be aware of these differences and take the differences into account.

Vulnerable people may be unable to take care of themselves and/or may be unable to protect themselves from harm or exploitation by other people. This could be due to factors such as age, disability, or illness. Abuse can take place in any setting, public or private, and can be perpetuated by anyone.

15.3. The principle of "Do No Harm" obliges all actors to prevent and mitigate any negative impact of their actions on affected populations. Fenix team members must adopt the 'Do No Harm approach' in both professional and social environments, and to consistently assess the implications and potential consequences of their actions for themselves as individuals, for beneficiaries and for their respective organisations. Fenix team members must be conscious of the social, cultural and professional contexts they are working in, particularly their interactions with beneficiaries, and work within the necessary

professional boundaries that ensure we can provide principled, accountable and high-quality humanitarian aid.

15.4. Fenix is committed to the safeguarding and wellbeing of all individuals who we come into contact with, including the people in communities in which we (Fenix team members and associated representatives) work with. Fenix has a zero-tolerance policy towards abuse and other potentially harmful behaviours towards vulnerable people, staff, volunteers, guests and partners.

16.4.1 Fenix will not tolerate its team members and associated representatives, who are working with or responsible for the delivery of its work, engaging in, or being subjected to, any form of exploitation or abuse. It is the responsibility of all Fenix team members, guests and partners to ensure that our/their activities comply with this safeguarding policy and to report any potential breaches immediately, as identified in the Code of Conduct and following our Complaint Mechanism.

16.4.2. If Fenix team members observe behavior that they believe might be exploitative, abusive or cause harm in any way, Fenix members must immediately report these safeguarding concerns to the Head of Mission or Executive Director.

15.5. Fenix team members and associated representatives will not:

- Hit or otherwise physically assault or physically abuse a client
- Develop relationships with clients which could in any way be deemed exploitative or abusive; including engaging in sexual activity or having a sexual relationship with any current, past client or potential client.
- Act in ways that may be abusive in any way or may place a client at risk of abuse
- Use language, make suggestions or offer advice which is inappropriate, offensive or abusive
- Behave physically in a manner which is inappropriate or sexually provocative
- Have a client stay overnight at their home
- Spend time with current clients outside working hours, unless previously authorized by the Head of Mission or Executive Director
- Condone, or participate in, behaviour of clients which is illegal, unsafe or abusive
- Act in ways intended to shame, humiliate, belittle or degrade clients , or otherwise perpetrate any form of emotional abuse
- Discriminate against, show unfair differential treatment or favour to particular clients to the exclusion of others
- Place themselves in a position where they are made vulnerable to allegations of misconduct

15.6. Fenix is committed to ensuring that its team members are suitable to work with vulnerable people, are informed of their responsibility to abide by and uphold the Safeguarding Policy and have read and signed the Code of Conduct, of which this policy is part.

For candidates who will be in direct contact with clients, Fenix is committed to a vetting process prior to the confirmation of the mission that includes provision of references and background check, interviews and training, and constant supervision during the mission.

15.7. Fenix team members are not allowed to take photographs of clients or refugee structures, regardless of the clients' consent, unless expressly authorized by the Head of Mission or Executive Director (See Section 17.4.).

15.8. Team members, staff, guests, partners and other representatives should at all times avoid actions or behaviour which may be misrepresented, constitute poor practice or potentially abuse. Breaches of

this can lead to disciplinary action, termination of relations including contractual & partnership agreements, subject to Fenix's Complaint Mechanism.

15.9. The following definitions of harm, abuse and neglect are relevant when considering incidents of the duty of safeguarding.

15.9.1. Physical abuse is any act which could result in a non-accidental injury. This may involve hitting, shaking, throwing, poisoning, burning, or scalding, drowning, suffocating, or otherwise causing physical harm. It may also be caused when, in the case of a child or dependent person, a parent or carer fabricates the symptoms of, or deliberately induces illness in a person.

15.9.2. Emotional abuse is the persistent emotional ill treatment of a person such as to cause severe and persistent adverse effects on the person's emotional development. It may involve conveying to people that they are worthless or unloved, inadequate, or valued only as long as they meet the needs of another person. It may feature age or developmentally inappropriate expectations being imposed on children, including interactions that are beyond the child's developmental capability, overprotection and limitation of exploration and learning, or preventing the person participating in normal social interaction. It may involve seeing or hearing the ill treatment of another, bullying, causing people to feel frightened or in danger, or the exploitation or corruption of people.

15.9.3 Sexual abuse involves forcing or enticing a person to take part in sexual activities, whether or not they are aware of what is happening. The activities may involve physical contact, including penetrative or non-penetrative acts. They may include non-contact activities, such as involving someone in looking at, or in the production of sexual online images, watching sexual activities, or encouraging someone to behave in sexually inappropriate ways.

15.9.4. Neglect is the failure to meet a person's basic physical and/or psychological needs, which is likely to result in the serious impairment of the child's health or development. Neglect may occur during pregnancy as a result of maternal substance abuse. Neglect may involve a parent or carer failing to:

- Provide adequate food, clothing and shelter (including exclusion from home or abandonment)
- Protect from physical and emotional harm or danger or ensure adequate supervision (including the use of inadequate care-givers)
- Ensure access to appropriate medical care or treatment.

## 16. ETHICAL IMAGES & SOCIAL MEDIA

Fenix has a clear press and social media policy in place that must be followed during the duration of your mission or representation of Fenix. This is due to Fenix's obligation to spread accurate information as a legal organization, the importance of safeguarding our clients and other asylum seekers and for the protection of our reputation and work.

This Ethical Image Policy considers our organisational values of being respectful, accountable and acting with integrity. Anybody gathering or using images for or on behalf of Fenix, or commissioning someone else to do so, should read the following guidelines before carrying out their work. Anyone commissioning a photographer or filmmaker or travelling with supporters taking images is responsible for ensuring that our ethical standard is always adhered to. If you are in this position and you would like additional support or guidance, please contact the Executive Director.

16.1. Accuracy. Images and the contexts in which they are used should avoid wrongful attributions, false information about places and people, misleading comparisons, context and inaccuracy in depicting the way we work. It is important that we only report on things we know are true. If we say a project is taking place in a particular community, we must be sure it is happening. We will be accurate in the use of our images and ensure that:

16.1.1. We use the correct names and details of people and places. If people are happy to have their image taken but do not want to be named, we will respect this.

16.1.2. Quotes are correctly attributed.

16.1.3. We only include the facts we know and do not assume information. We do not imply that we will help a community or someone in that community if we know that this is not true. For example, an image showing a group of people or someone at a location where we are not or will not be working should, where possible, not be used for fundraising purposes.

16.1.4. If we are using stock images, we only include information we know is accurate. Over time we may build up a bank of stock images and some of these photos might be from a previous place we no longer work at. If we use these photos in a fundraiser or a general post not linked to that specific location and/or project we must write below the main text that it is a stock photo not related to the described project.

16.1.5. For any communities featured in an appeal where we state that we will be working, we must confirm that work will take place there before using the images. The Communications and Media Officer is responsible for checking this information.

16.2. Information. A range of basic information should always be gathered with images where relevant. This includes the date, place, name of person, age (if known), family status (e.g. mother of four), the situation highlighted in the images, any restrictions on use. Whilst it is important that we gather the correct data, we need to ensure that how we publish this data is in line with both our child protection policy and data protection legislation.

16.3. Translations. It is crucial that all translations are accurate and honest. When gathering content there is no 'right' answer that we want to hear from community members, we simply want to document and record their stories. It should be explained to community members that they should be

open and honest, and to partner staff and translators why it is important that we hear a full, truthful account.

16.4. Consent. As a humanitarian organisation, we must ensure we treat people with dignity and respect and protect their privacy and confidentiality at all costs.

16.4.1. We must provide clear information about why we want to take a person's image and explain that it is their right to refuse to participate or to remain anonymous.

16.4.2. There is not an equal power relationship between Fenix and a community member who we are working with. People may feel unable to refuse a request to be photographed or filmed in case it jeopardises the project or receiving services. Therefore, extra care should be taken to ensure they understand that not taking part in a shoot will not jeopardise the reception of services.

16.4.3. Consent must be freely given and should be recorded as either a signed consent form or a video recording, when possible. The request for consent must be presented in a manner which is clearly distinguishable from other information, in an easily accessible form, and using clear and plain language. People should be comfortable with the process, understand where the images will be used and for how long, and happy for their images to be taken and used. Equally, our own staff and partners must give their consent for images to be taken and used which show them in the image.

16.4.4 Our pledge to communities when gaining consent:

- We will explain how and where images will be used, using examples wherever possible.
- We will represent people and situations accurately and honestly.
- We will only take images of people who want their images taken.
- We will not identify people who wish to remain anonymous.
- If a person initially agrees to have the image taken and subsequently withdraws their consent, this decision will be respected.

16.5. Informed Consent. The following approaches should be taken to gather informed consent:

16.5.1. Whenever possible team members should visit a community in advance and explain about any forthcoming visit by Fenix and/or filmmaker/photographer before it takes place. They should take examples of relevant publications to demonstrate how the images may be used and spend time discussing any concerns. This enables community members to decide if they are happy for their images to be used. Contact the Executive Director if you need advice about the kind of resources or publications to share.

16.5.2. We must explain how the images and stories that we collect will be used (across print, online, videos, adverts, social media etc.) and should show examples to clarify this. It must be made clear how the images will be used, if the intention is to use the images widely and internationally. If someone is happy for us to take and use their image but doesn't want them to be used in a particular medium, e.g. social media, then this should be recorded and the images must not be used in this way.

16.5.3. For anyone under 18 years of age, consent should be sought from whoever has parental responsibility. In addition, any child over 12 years old must also give consent. If the child does not wish to be filmed or have their photograph taken this must be respected.

16.5.4. We must pay particular attention to explaining and obtaining consent if collecting sensitive information, including data revealing racial or ethnic origin, religions of philosophical beliefs, data concerning health or a person's sex life or sexual orientation.

16.5.5. There are occasions where we work with people who are illiterate, and their written consent would not necessarily mean informed consent. In these cases, filmed consent is a better option.

16.5.6. Requests for consent must be carried out in local languages, so that people understand and are clear exactly how images will be used.

16.5.7. Contact details of how to get in touch with our organisation should be left with the community, so that individuals can ask questions about the use of their image and remove their consent if they so wish.

16.5.8. The community and its members should, in general, be left with a copy of the form they signed, so they can reference that if they have any concerns or need to remove their consent

16.5.9. The individual responsible for gaining consent should confirm that it has been gathered for all images. Completed consent forms or filmed consent should be stored alongside the relevant images. All consent forms should be passed to the Communication and Social Media Officer.

16.5.10. It is our responsibility to discuss informed consent and ensure that communities understand why images are being taken and what they are being used for.

16.6. If a Fenix team member, freelancer or someone working for a partner organisation feels that a photographer or filmmaker is working in an inappropriate way, or that inappropriate questions are being asked, they must immediately raise their concerns with the Executive Director or Head of Mission.

16.7. Long Term use of images. We are not allowed to keep and use images for longer than is necessary. Anyone selecting an image to reproduce must consider the date an image or case study was gathered, whether the content depicted is still relevant for their message and be mindful of the wording used to accompany the images. If the present tense is used in relation to a specific individual or situation depicted, the image/case study should not be more than 18 months old. If images are more than 5 years old, they must have ongoing consent or be anonymized.

16.8. Ethical Integrity. Fenix must ensure that individuals are always depicted accurately and in a dignified way. We should continually consider and reflect on how we can avoid harmful stereotypes and tropes, respect an individual's privacy and be mindful of cultural sensitivities.

16.9. Child Protection. All Fenix team members that work with children should complete relevant Fenix Safeguarding training which includes Child Protection and Safeguarding. Safeguarding principles should be respected when photographing or filming children. Additionally, no information should be given out that will allow an external person to contact a child in an image. This means we should not publish a child's surname or their exact location.

16.10. Working with donors and influencers. The following should be observed when planning trips that involve donors and supporters:

- A briefing must take place before the trip to ensure our policies are understood and complied with. Visitors should be reminded that posting images on their own social media channels constitutes

‘publishing’ and is not allowed without informed consent from the person filmed or photographed and agreement from Fenix. It is essential that everyone going on a trip, whether Fenix team members, supporters, freelancers or donors, reads this policy ahead of the trip.

- When planning a visit, it is important to consider what impact the trip will have on the community visited. It may raise expectations that work will be carried out and that a person’s situation may change. This could have a knock-on effect far beyond what might be expected. If the aim of a trip is to gain content around a specific issue but there is no planned project work, it is important that no impression be given that work will take place.

16.11. Credits and third parties Credits. Fenix will credit all photographs taken by freelance photographers in the following way: Fenix; Photographer’s name; unless otherwise stated on the image library.

16.12. Sending Images to Third Parties. Fenix will only grant the use of its images to third parties, such as publishers, donors or supporters who will use them to raise awareness of our work. As a rule, we are contractually obliged to credit our photographers and we have agreements in place regarding the use of their images.

16.13. Legal issues. In May 2018, the General Data Protection Regulations came into force in Europe/UK. These regulations state that Fenix needs to have a lawful basis to process personal data (including images and personal information). Our approach of treating everyone equally means that we are applying the same duty of care to anyone featured in our images regardless of where they live. By following our consent guidelines and ensuring people fully consent to the use of their images we will be able to avoid any issues arising. In the vast majority of cases, team members will use images without any cause for concern; if issues are raised then the ultimate decision about an image’s use rests with the Executive Director.

16.14. Field Staff. Field team members, with the exception of the Communications and Social Media team, are not allowed to take photographs or videos of the camp or refugee structures or share any information received in the context of their work in refugee camps or structures, without the authorization of the Head of Mission or Executive Director. They are also not allowed to take photographs or videos of asylum seekers or refugees without the authorization of the Head of Mission or Executive Director and consent of the person of concern.

16.15. Fenix team members are not allowed to share any Fenix internal, client or case information on social media with journalists or press outlets, without previous authorization of the Executive Director. Any requests for interviews or information from external partners, journalists, universities, press outlets or other, must be notified to the Executive Director.

16.16. Fenix team members, when sharing a Fenix social media post must not add a caption or personal statement with a message that diverges from the content of the original post or contravenes Fenix’s values. When sharing any social media posts by other actors or authorities that express a position or a statement, team members must include a personal disclaimer stating: *“Opinions expressed are solely my own and do not necessarily represent the views or opinions of the organization I work for”*.

## 17. COMPLAINTS

17.1. "Fenix" has established a Complaint Mechanism by which clients, team members, board members, community members, employee, intern, volunteer, vendor or other may make complaints concerning the conduct of any team member (See **Fenix's Complaint Process** for more information). "Fenix" shall establish diverse mechanisms to inform all stakeholders of the means by which a complaint may be made. For current and prospective clients, the Complaint Mechanism will be shared at the beginning of the adviser-client relationship.

17.2. On its own, and without any corroboration, an anonymous complaint may not be the sole grounds for any adverse action against a member of the "Fenix" team.

17.3. Any complaint of misconduct by a member of the "Fenix" team shall be investigated by a disinterested party to be determined by the Board of Directors of "Fenix"

17.4. The results of the complaint process should be communicated to the complainant where known.

17.5. The member of the "Fenix" team who has been complained against shall have the presumption of innocence.

17.6. The person complained against shall be notified of the complaint. The person complained against shall have a right to reply to the complaint and all evidence used against them and to be heard by the investigator.

17.7. The organization shall keep records of all complaints submitted as well as of the investigation findings and resolutions.

17.8. The range of sanctions for violations of ethical duties shall be determined by the Board of Directors in consultation with the Executive Director and shall include immediate termination.