



CHALLENGE TERMS & POLICIES 2021

1. WHAT ARE THESE CHALLENGE TERMS?

- 1.1. These are the "**Challenge Terms**" that regulate your participation in the Wavumbuzi Entrepreneurship Challenge (the "**Challenge**") – an entrepreneurial competition for Secondary/ High school Learners, designed to encourage and harness the development, facilitation and educational skills required to develop entrepreneurial qualities, which is hosted by the Allan & Gill Gray Philanthropy NPC (the "**Philanthropy**").
- 1.2. These Challenge Terms also regulate our ("our" being the Foundation) relationship with you ("you" being a participant in the Challenge). They create a legally binding contract between us, as soon as they apply, as set out in clause 2 below.
- 1.3. The Challenge and its related activities are found at our "**Website**" (<http://entrepreneurshipchallenge.africa/>).
- 1.4. Once you have created a username account on our Website, you will be given access to the "**Challenge Platform**" which only us and users will have access to and from where users will have access to participate in a variety of activities, including but not limited to, challenges and related tasks, peer-to-peer review and ratings systems, uploading challenge submissions and/or selfies and/or viewing and participating in the Challenge leader board.
- 1.5. All personal data provided to us when creating the username account on our Website shall be governed by the provisions of the Kenyan Data Protection Act (2019) and its attendant legislation in force for the time being.

2. WHEN DO THE CHALLENGE TERMS APPLY?

- 2.1. The Challenge Terms will apply the instant you create an online user account on our Website in order to gain access to the Challenge Platform.
- 2.2. To participate in the Challenge and to receive any prizes relating to the successful completion of any of the related challenges or activities in the form of services or products from our partners / sponsors, you need to agree to these Challenge Terms. We reserve the right to refuse any request to participate in the Challenge and/or for the payment or delivery of any prizes or any related services or products (if applicable) without notice or reason.

3. OTHER APPLICABLE TERMS

Remember, even if you do not select to participate in the Challenge or create a user account, you will still be bound to our "**Browser Terms**" and "**Privacy Policy**", both of which are

clearly available on the Website. So, the Challenge Terms apply separately. If there is a conflict between the Browser Terms and these Challenge Terms, these Challenge Terms will take precedence. If there is a conflict between the Privacy Policy and these Challenge Terms, the Privacy Policy will take precedence.

4. CHANGES TO THE CHALLENGE TERMS

4.1. We can:

- 4.1.1. change or add to any of the Challenge Terms;
- 4.1.2. change, cancel the prizes or any related services or products (if applicable) and which are possibly identified as prizes to you from time to time, at our discretion, however, those changes won't affect you until you agree, and we will notify you of any changes when you next access the Website and/or your user account.

4.2. If you disagree with any changes, you have the right to exit the Challenge at any stage. Otherwise, if you continue to participate in the Challenge, we will accept that you are participating in terms of the new, changed Challenge Terms.

5. DURATION OF THE CHALLENGE TERMS

Simply, the Challenge Terms apply for as long as you choose to participate in the Challenge and for as long as the Challenge runs, as indicated on the Website, from time to time.

6. TERMINATION

6.1. At any time, and without cause, we may cancel or terminate your access to our Website, the Challenge Platform, your user account, and/or your participation in the Challenge, in our sole discretion, without any liability. In such an event, we may retain any personal data provided to us by you in accordance with Kenyan Data Protection Act (2019) and its attendant legislation. Such termination or disqualification may be as a result of you disobeying the acceptable use policy as set out in clause 14 below or as a result of any of the following actions:

- 6.1.1. failure to adhere to the Browser Terms, Privacy Policy or these Challenge Terms;

- 6.1.2. participation and/or conduct during the Challenge which is dishonest, malicious or abusive in any way, as determined by us;
 - 6.1.3. not adhering to individual challenge or activity rules, as set out on the Challenge Platform; and/or
 - 6.1.4. conduct running contrary to the spirit of the Challenge and to the educational and entrepreneurial values it intends to develop, facilitate and harness.
- 6.2. You may, at any time stop participating in the Challenge and request that your user account which you created with us be cancelled. If you exit the Challenge, these Challenge Terms will continue to apply to the data, submissions or entries you previously submitted to the Challenge Platform even though you may have subsequently cancelled your user account. We may retain any personal data provided to us by you in accordance with Kenyan Data Protection Act (2019) and its attendant legislation.
- 6.3. Importantly, our limitation of liability as set out below will survive the termination of these Challenge Terms.

7. ELIGIBILITY

- 7.1. In order to participate in the Challenge, you must:
- 7.1.1. Currently be in Secondary/ High School under the Current Education system (8.4.4) or its equivalent in corresponding education systems currently in place in Kenya (unless expressly agreed otherwise with us) the School or the Teacher (Champion) shall be responsible in the procurement of consent from the Parents and or Guardians of the Learners. No entrants whose parents or legal guardians are directors, members, partners, employees, franchisees, or agents of, or consultants to, the Foundation, its marketing service provider(s) utilized in connection with the Challenge, any supplier of goods or services in connection with the Challenge, any other person who directly or indirectly controls, or is controlled by them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter into the Challenge;
 - 7.1.2. have a functioning cell phone;
 - 7.1.3. create an online user account; and

7.1.4. accept these Challenge Terms.

7.2. You may only register to participate and agree to participate in the Challenge on the Challenge Terms once you have obtained your parent or guardian's consent. Once accepted, these Challenge Terms are binding.

8. PARTICIPATION IN THE CHALLENGE

8.1. Parental consent (through the authority given to your school) has been given for the verification of your information with third party service providers and your school in order to create a user account, participate in the Challenge and/or receive prizes.

8.2. You will be required to submit, upload pictures, answers or provide solutions required for specific challenges or activities as found on the Challenge Platform and which are required from time to time, in order for the you to complete and compete in the Challenge.

8.3. All information relating to the Challenge, such as deadlines for entries and submissions, criteria for submissions, adjudication processes will be made available on the Website and / or the Challenge Platform from time to time and it is your responsibility to check the relevant rules and requirements.

8.4. Your participation in this Challenge is free of charge and **no fees** are applicable at any stage of the challenge.

9. WHAT WE DON'T DO

9.1. We will not assist you with adhering to any requirements in order to receive the benefit of any prizes in the Challenge.

9.2. You are responsible for:

9.2.1. providing accurate and correct information when creating your user account (especially as this may be the only way to inform you of any prizes); and

9.2.2. submitting and completing any challenges before any due date in order to be eligible for any prizes.

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9.3. We will not be liable for any claims whatsoever arising from:

- 9.3.1. users conduct which is done in a manner that may negatively affects any other users on the Challenge Platform when reasonable steps have been taken to vet and mitigate any users conduct;
- 9.3.2. our decision to distribute prizes to users based on their participation, which we have a sole right of discretion in determining, and which decision is final and binding;
- 9.3.3. prizes, being transferred to users based on the contact details provided when users created their online user accounts;
- 9.3.4. using any prizes for completing any aspect of the Challenge successfully;
- 9.3.5. users who might have injured, lost, damaged, misplaced or inadvertently placed themselves or any other third parties of the greater community in terms of which they participate in the Challenge to, in dangerous, unsuitable or grossly negligent situations or scenarios in order to compete in the Challenge; and
- 9.3.6. users who use the services or products of any of our partners / sponsors who might have contacted you.
- 9.3.7. Failure to procure the Consent of the Guardian or Parents of the participating Learners.

10. ADJUDICATION

- 10.1. All submissions will be reviewed and vetted by us before being submitted for adjudication.
- 10.2. You acknowledge and agree that adjudication and scoring of submissions during the Challenge will be done by way of anonymous peer review, rating mechanisms or any other method determined by us.
- 10.3. The award prizes and determination of winners is subject to our sole discretion whose decisions are final and binding.

10.4. A leader board will be displayed on the Challenge Platform in order for users to view the rankings of individuals and schools in the Challenge and you consent and agree to your information and results being published in this way.

11. PRIZES

11.1. Any prizes received during the Challenge are neither transferable nor exchangeable.

11.2. Prizes will be communicated to users via the Website and / or the Challenge Platform, but may differ from any marketed prizes previously described on the Website and / or the Challenge Platform. As a result, the Foundation will not guarantee any prizes and no warranties are provided or given in respect of any prizes.

11.3. You will only be eligible to receive a prize if you are able to fulfil all the requirements which may be required to receive the prize in question, if any, (this may include but is not limited to, parental / guardian's consent, having a valid passport, obtaining a visa etc.).

11.4. Any user who receives any prizes in terms of the Challenge ("**Winner**") will be contacted by us, if required, using the details provided on their user account.

11.5. Any Winner agrees that their pictures and / or details may be shared via our social media platforms and with our partners / sponsors, subject to applicable law, and that the awarding of any prizes are subject to the Winner accepting this condition.

12. PROMOTIONAL MATERIAL OF OUR PARTNERS / SPONSORS.

By accepting these Challenge Terms, you agree and acknowledge that we may, at our discretion, share information with our partners / sponsors to contact you regarding promotional events and/or opportunities which may be available to you as a result of participating in the Challenge. You may at any time however opt-out of such communications from us or our partners / sponsors via the applicable "opt-out" mechanisms which will be disclosed to you in every communication.

13. LOGIN DETAILS, USERNAMES AND PASSWORDS

13.1. Our Challenge Platform makes use of login functionality requiring you to create an account, using your email address, username and password ("**Access Credentials**").

13.2. You are solely responsible for the safekeeping of these Access Credentials.

13.3. This means that should anyone enter your Access Credentials (whether that be you or, for example, a friend), we assume that the person using the Challenge Platform is you or has permission to use your account.

13.4. You are not however permitted to use anyone else's account for the purpose of participating in the Challenge.

13.5. Inform us immediately if there has been, or if you suspect, any breach of your user account.

14. ACCEPTABLE USE POLICY

14.1. Not all devices may support the use or participation of the Challenge Platform. It is your responsibility to keep your device(s) updated and/or in a condition for them to support the use and participate in the Challenge.

14.2. Participation to the Challenge may be restricted to certain geographical areas. It is your responsibility to determine whether your location forms part of the Challenge before participating and incurring any liability to us as we will not be liable for any loss that you may incur because of the Challenge not being supported in your location.

14.3. We shall provide a feedback mechanism in the instance a Participant shall require to provide any feedback to us for our consideration through the contacts provided on our website or any other contacts as may be updated from time to time.

14.4. You must respect our Website and the Challenge Platform and our intellectual property in the best of good faith, and use it only as we intend it to be used. Any use by you of our Website, the Challenge Platform and/or participation of the Challenge which violates this undertaking can result in us terminating your use of our Website, and/or your participation in the Challenge. We will be the sole judge of what constitutes a violation of your undertaking to use our Website, the Challenge Platform and/or participate in the Challenge in the best of good faith, but these will likely be good grounds (in addition to those set out in the Browser Terms), such as:

14.4.1. providing or uploading any untrue or incorrect information to our Website and / or the Challenge Platform, and/or as a part of the activities in order to complete challenges for the Challenge;

- 14.4.2. infecting our Website and/or the Challenge Platform with any software, malware or code that may infect, damage, delay or impede the operation of our Website and/or the Challenge Platform or which may intercept, alter or interfere with any data generated by or received through our Website, and/or the Challenge Platform as a result of your participation in the Challenge;
- 14.4.3. using the interactive sections of our Website, and/or the Challenge Platform, to post any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws; or
- 14.4.4. allowing any third party to use your Access Credentials in any manner other than as permitted by these Terms.

15. WARRANTIES AND REPRESENTATIONS

- 15.1. We give no guarantee of any kind concerning the content or quality of the Challenge. We do not give any warranty (express or implied) or make any representation that the Challenge and or its related activities and/or the Challenge Platform will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.
- 15.2. We make no representations to you, either express or implied, and we will have no liability or responsibility for the proper performance of the Website, Challenge Platform and/or the information, images or audio contained on the Website and/or Challenge Platform. Our services in creating, maintaining and organising the Challenge, the Challenge Platform and any related activities are used at your own risk.
- 15.3. You warrant to and in favour of us that the Challenge Terms constitute a contract valid and binding on you and enforceable against you. This warranty shall continue and remain in force irrespective of whether your account is active, suspended or cancelled.
- 15.4. We (nor any of our partners / sponsors) condone conduct which runs contrary to the spirit of the Challenge or any conduct as a part of any activities during the Challenge which is done in a manner that negatively influences the participant, any of the other participants on our Website or the greater community in which the participant elects to conduct or complete in.

16. SEVERABILITY

If any part of these Challenge Terms becomes illegal, invalid or unenforceable in any jurisdiction affected by these Challenge Terms, then those illegal, invalid or unenforceable provisions will be severed from these Challenge Terms (they will be treated as if they don't exist), and the remaining provisions of these Challenge Terms will continue as valid and enforceable.

17. LIMITED LIABILITIES

To be clear, in addition to the limitation of our liability as described in the Browser Terms:

17.1. we will not be liable to you for any loss caused using our Website, and/or the Challenge Platform and/or in completing any challenges which the Challenge might consist of or your liability to any third party arising from those subjects;

17.2. we will not be liable if any material available for downloading from the Website and/or the Challenge Platform is not free from infection, viruses and/or other code that has contaminating or destructive properties;

17.3. our Website and the Challenge Platform may include inaccuracies or typo's – in such instances we can't be held liable and can't be forced to comply with offers that are genuinely (and/or negligently) erroneous;

17.4. we are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of the Challenge and the operation of the Challenge Platform. However, despite this, information that is transmitted over the internet may be susceptible to unlawful access and monitoring; and

17.5. finally, our limited liability applies to all and any kind of loss which we can possibly contract out of under law, including direct, indirect, consequential, special or other kinds of losses or claims which you may suffer.

18. FORCE MAJEURE

Neither you nor we will be liable if either of us cannot perform in terms of any agreed terms due to reasons beyond our control. This includes lightning, flooding, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons



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for which we are not responsible, and acts of government or other competent authorities (including telecommunications and internet service providers).

ALLAN & GILL GRAY PHILANTHROPY



Teacher Zero Tolerance Policy

Introduction

There is a need to equip young people with entrepreneurial skills, starting at an early age. In filling this gap, the Allan & Gill Gray Philanthropy, and its Partner Organizations - mandated to work with secondary/ high schools – offers the **Wavumbuzi¹ Entrepreneurship Challenge**. This Entrepreneurship Challenge nurtures a learner's entrepreneurial spirit and develops their 21st Century Skills including innovation, critical thinking, creativity, collaboration, problem solving, and communication.

Wavumbuzi Entrepreneurship Challenge

The Wavumbuzi Entrepreneurship Challenge is a free annual 6-weeks online challenge offered to learners in all secondary/ high schools across Kenya. It is a gamified experiential learning process designed to equip learners with competencies to be the next generation of global leaders, change-makers and innovative thinkers. Focusing on entrepreneurship (as a widely recognised countermeasure to unemployment), the Entrepreneurship Challenge is designed to stimulate and develop the entrepreneurial mindset and 21st Century Skills of learners.

*Wavumbuzi is a **six-weeks** free online challenge using **gamified learning**, involving **action oriented micro challenges**, developing an **entrepreneurial mindset** in secondary/ high school learners.*

Learners are not taught. Instead, every week – over a 6-weeks period - learners get a set of challenges, via mobile and computers, that stimulates them to think like entrepreneurs. Each task requires learners to apply new concepts and utilize their knowledge and skills in solving real-world challenges. Teachers are trained on how to guide and encourage learners to engage in and complete the Challenges.



¹ Wavumbuzi is a Swahili word meaning explorer, inventor, discoverer

Wavumbuzi Partners

The Allan & Gill Gray Philanthropy works with partners organizations in Kenya. So far, the Wavumbuzi Partner are:

1. Centre for Mathematics, Science and Technology Education in Africa (CEMASTEA)
2. Educate! Kenya
3. Kenya Private Schools Association (KPSA)
4. Kenya Association of International School (KAIS)



Role of Teachers in the Wavumbuzi Entrepreneurship Challenge

Teachers play a highly essential role in the Entrepreneurship Challenge. This takes the form of guiding and encouraging learners to complete the challenges on a weekly basis. Therefore, Teachers' understanding of the entrepreneurship terms and the ecosystem, as well as the Entrepreneurship Challenge are critical in enhancing learners' participation.

All Teachers - in schools affiliated to Wavumbuzi Partner Organizations who are passionate about entrepreneurship, irrespective of the subject they teach – are encouraged to participate. Experience shows that motivation from Teachers leads to highly engaged Learners.

Teachers are to exercise the highest level of integrity throughout the Entrepreneurship Challenge. This is in line with the values of the Allan & Gill Gray Philanthropy, as well as standards established by the Teacher Service Commission (TSC) and the Constitution of Kenya.

Standards and Laws Governing the Conduct of Teachers

There are various standards and laws that govern the conduct of Teachers. These include, but are not limited to:

- Teacher Code of Conduct & Ethics for Teachers (2015)
- Code of Regulations for Teachers (2015)
- The Constitution of Kenya (2010)

Teacher Code of Conduct & Ethics for Teachers (2015)

Extracts of the requirements of the Teacher Code of Conduct & Ethics for Teachers (2015) include the following:

1. Public Trust; (Part II-6)

A Teacher's position is of public trust and the authority and responsibility vested in his or her office shall be exercised in the best interest of the learners, institution and members of the public (Part II-6).

2. Nepotism/Favoritism; (Part II-8)

A Teacher shall not while performing his duty practice nepotism, favoritism, tribalism, cronyism, religious bias or engage in corrupt or unethical practices.

3. Integrity; (Part II-10)

- i. A Teacher shall carry out his or her duties with honesty and impartiality and shall not allow family, social, political or other relationships to influence his or her conduct or judgment.
- ii. A Teacher shall not use or lend the prestige of his or her office to advance his or her private interest or those of others and shall not knowingly convey or permit others to convey the impression that anyone is in a special position to influence him or her.

4. Conduct of duties; Part II-11

A Teacher's assigned duties shall take precedence over all his or her other activities and in the performance of these duties, the following standards shall apply-

- i. Maintenance of professional competence
- ii. Patience, dignity, and courtesy to all stakeholders with whom the teacher deals with in an official capacity;
- iii. Prompt, efficient, lawful, reasonable and procedural fairness in the execution of responsibilities-
- iv. Demonstration of honesty and impartiality in the conduct of public affairs;
- v. Non engagement in activities that amount to abuse of office-
- vi. Maintenance of proper official records.

5. Professionalism; Part II-12(1)

A teacher shall ensure that his or her private and public conduct upholds the dignity and integrity of the teaching service.

A teacher shall, at all times, be of good conduct whether or not on official duty and shall in particular seek to contribute and enhance the standards of performance and level of professionalism in the teaching service.

6. Evaluation of Learners; Part II-21(1-2)

A teacher shall evaluate learners honestly based on their performance.

A teacher shall ensure that internal and external examinations are conducted fairly and without cheating.

Code of Regulations for Teachers (2015)

Extracts of the requirements of the Code of Regulations for Teachers (2015) states that:

1. Performance of Duty; (Part 1-17(4))

A teacher shall be required at all times to perform his duties and to conduct himself in a responsible and professional manner at the place of work and in his relationship with fellow teachers, pupils and members of the public.

2. Compliance with Performance Standards; Part IV -42(2)

Every head of institution shall in performing the role of quality assurance within the institution-

- a. Offer guidance and be a role model to teachers;
- b. Perform any other role that may enhance teaching standards and professionalism among teachers.

3. Role of Head of Institution; (Part V-71(2))

The responsibilities of the head of institution shall include but not limited to being responsible for compliance with professional practice at the institutional level.

The Constitution of Kenya (2010)

Extracts of the requirements of the Code of Regulations for Teachers (2015) states that:

National values and principles of governance 10(2)

Chapter 2(10)

The national values and principles of governance include;

- Good governance
- Integrity
- Transparency and
- Accountability

Expectations from Teachers

In the Wavumbuzi Entrepreneurship Challenge, Teachers are expected to:

- Offer informed entrepreneurship guidance to their learners
- Invite their learners to participate in the Wavumbuzi Entrepreneurship Challenge and guide them through their registration
- Facilitate learners with the Learner Portal

- Motivate and support learners to complete the Challenges
- Guide learner experiences throughout the Challenge

Non-Adherence to the Code

As stipulated in the Standards and Laws Governing the Conduct of Teachers, Teachers are required to exercise the highest level of integrity throughout the Wavumbuzi Entrepreneurship Challenge. Wavumbuzi team will monitor the performance of all Teachers.

Non-adherence to the code will lead to Wavumbuzi immediately freezing their account – hence this **Teacher Zero Tolerance Policy**.

Further, Wavumbuzi will inform the concerned Teacher, Principal of their School and affiliated Wavumbuzi Partner Organization. The account of the concerned Teacher will also remain frozen for 24 months. Hence the concerned Teacher will not be able to support Learners for the rest of the Challenge duration, and for the next Wavumbuzi Entrepreneurship Challenge.

ALLAN & GILL GRAY PHILANTHROPY



Wavumbuzi Entrepreneurship Challenge Learner Code of Conduct

- 1.1 Introduction to the learner Code of Conduct
- 1.2 About Wavumbuzi Entrepreneurship Challenge
- 1.3 What the school expects from you
- 1.4 What the teacher expects from you
- 1.5 What the Wavumbuzi Entrepreneurship Challenge team expects from you
- 1.6 Behaviours that will lead to your immediate disqualification from the Challenge

1.1 Introduction to the learner Code of Conduct

The code of conduct is a guideline for the learners to give you tips to perform well in the entrepreneurship challenge. In this code of conduct, you will find well outlined expectations from the school, teachers and the Wavumbuzi Entrepreneurship Challenge team on how you are expected to carry out yourself during and after the Challenge period. It also outlines the behaviours that will lead to your automatic disqualification from the Challenge. This is to promote the integrity and fairness of the competition among all Kenyan learners taking part in the challenge in 2021

1.2 About Wavumbuzi Entrepreneurship Challenge?

The Wavumbuzi Entrepreneurship Challenge is a free annual 6-weeks online challenge offered to learners in all secondary/ high schools across Kenya. It is designed to equip learners with the skills and nurture them into being the next generation of global leaders, change-makers and innovative thinkers. Focusing on entrepreneurship (as a widely recognised countermeasure to unemployment), Wavumbuzi is designed to identify talent early, and provide the necessary coaching and support required to prepare learners for the future. Learners are not taught. Instead, each task requires learners to apply new concepts and utilize their knowledge and skills in solving real-world challenges.

Since its launch in South Africa in 2016, the Wavumbuzi Entrepreneurship Challenge (formerly known as the Allan Gray Entrepreneurship Challenge) has reached over 32,000 learners in South Africa, Rwanda and Kenya.

1.3 What the school expects from you

- Responsible use of the computers and the phones assigned to you by the school
- Responsible use of time assigned for the challenge
- Responsible use of the internet contents when tackling the challenges
- Be disciplined and of high integrity and honesty

1.4 What the teacher expects from you

- Honesty and integrity during the challenge
- Time Keeping and good time management during the challenge period
- Responsible internet use during when attempting the weekly challenge
- Be responsible and report to the teacher any learner that is not following any of the rules set.

1.5 What the Wavumbuzi Entrepreneurship Challenge team expects from you

- Sign up and complete all the weekly micro challenges in the platform
- Conduct all the three peer review activities after the submission of your own work to earn more points
- Produce your original work in each and every micro challenge and do not plagiarize the work from the internet or submit another learner's work
- Be of high integrity
- Use the school given gadgets responsibly throughout the challenge

1.6 Behaviours that will lead to your immediate disqualification from the Challenge

- Plagiarism from the internet or submission of another learner's work as your own
- Indiscipline behaviours such as being rude to the teachers, alcohol and substance abuse, using abusive language will lead to immediate disqualification from the challenge
- Irresponsible use of the internet content during the challenge e.g going to unauthorized online sites such as facebook, pornographic sites will lead to immediate disqualification
- Use of the computers and phones given to you to complete the challenge for other things rather than the entrepreneurship challenge
- Failure to conduct peer review for other learners in other schools

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Child Protection Policy

Updated: February 2021

Glossary

Term	Definition	Source
Child	A Child is any individual under 18 years of age, unless national laws recognize an earlier ages	UNICEF Innocenti Research Centre, Handbook on the Optional Protocol on the Sale of Children, Child Prostitution and Child Pornography
Child Protection	Child Protection refers to preventing and responding to violence, exploitation and abuse against Children – including commercial sexual exploitation, trafficking, Child labour and harmful traditional practices, such as female genital mutilation and Child marriage.	UNICEF Innocenti Research Centre, Handbook on the Optional Protocol on the Sale of Children, Child Prostitution and Child Pornography
Child rights	Child rights refers to the human rights of young people, with particular attention to the rights of special protection and care afforded to minors, including their rights to protection, development, participation and survival.	UNICEF Innocenti Research Centre, Handbook on the Optional Protocol on the Sale of Children, Child Prostitution and Child Pornography
Exploitation	Exploitation refers to the use of someone for the benefit of others. Taking advantage, abusing or mistreating someone for personal gain. For instance, making a Child work to pay off his or her parents' debts, or making Children do dangerous or illegal work (such as Child sexual exploitation and abuse) to make someone else better off'.	UNICEF Innocenti Research Centre, Handbook on the Optional Protocol on the Sale of Children, Child Prostitution and Child Pornography
Emotional abuse	Emotional abuse refers to a situation where there is persistent lack of love and affection, where a Child may be constantly shouted at, threatened or taunted, which may make the Child very nervous and withdrawn. This might also include situations where Children are subject to unrealistic pressure or bullied in order to consistently perform to high expectations.	The Alliance for Child Protection in Humanitarian Action, 2019

1. Purpose

Child Protection is the responsibility of every individual who is employed (whether a permanent or temporal talent) is an intern or volunteer, is commissioned or contracted by the Wavumbuzi Entrepreneurship Challenge / Wavumbuzi Program (hereafter referred to as Wavumbuzi). Wavumbuzi is sponsored by the Allan & Gill Gray Philanthropy (AGGP).

This policy aims:

- (1) To establish and outline Wavumbuzi's policy on its responsibility and commitment to the protection of Children and families which it serves.
- (2) To maintain a workforce that is committed to the welfare of Children.
- (3) To protect all secondary / high school learners who engage with Wavumbuzi in the annual online entrepreneurship challenge, as well as follow-on related capacity enhancement activities.

Therefore, all individuals and affiliates are **REQUIRED** to comply with its requirements and understand the sanctions that may be applied for breaches of the policy.

2. Protocol

The Preamble of the Children Act of Kenya, Chapter 141, states that the purpose of the Act are:

- To make provision for parental responsibility, fostering, adoption, custody, maintenance, guardianship, care and **protection of Children**
- To make provision for the administration of Children's institutions, and
- To give effect to the principles of the Convention on the Rights of the Child and the African Charter on the Rights and Welfare of the Child and for connected purposes.

The spirit of the Act is the cornerstone of this policy - to ensure that all persons related to Wavumbuzi are governed strictly by this policy that ensures the protection of Children from abuse (physical, emotional, sexual, exploitation, etc.).

Section 23(5) of the same Act places responsibility on a person who does not have parental responsibility for a particular Child but has care and control of the Child may - subject to the provisions of this Act - do what is reasonable in all circumstances for the purpose of safeguarding or promoting the Child's welfare.

In accordance with this Act, all persons should safeguard and promote the rights and welfare of the Child, as well as conserve and promote the welfare of the Child, and ensure that no harm comes to the Child.

3. The rights of the Child

Child abuse constitutes a violation of the most basic rights of Children and adolescents, which are enshrined in the Universal Declaration of Human Rights. All persons under the

age of 18 have the right to physical and psychological integrity, and to protection from all forms of violence. Article 19 of the Convention on the Rights of the Child (CRC) – adopted by the United Nations in 1989 – exhorts States / parties to take “all appropriate legislative, administrative, social and educational measures to protect the Child from all forms of physical or mental violence, injury or abuse, neglect or negligent treatment, maltreatment or exploitation, including sexual abuse, while in the care of parent(s), legal guardian(s) or any other person who has the care of the Child”. Similarly, the United Nations International Committee on the Rights of the Child has emphasized the importance of member countries prohibiting all forms of physical punishment and degrading treatment of Children (CRC, 2006).

At Wavumbuzi, we underscore and believe that Children have the right to learn, to have fun, not to be hurt, to be protected from physical, sexual and emotional harm, to speak and to be taken seriously, to be treated equally no matter their race, gender, language or religion, to privacy and to proper care.

4. Awareness raising

Wavumbuzi will present periodic mandatory training/ capacity enhancing sessions for all individuals to raise awareness of issues related to protecting Children from violence, abuse and exploitation. These capacity enhancing sessions will be mandatory for all involved in Wavumbuzi. Training will include:

- Awareness and indicators of Child abuse
- Procedures to adopt if abuse is alleged or suspected, and
- Security of information

All individuals involved in Wavumbuzi are asked to sign their commitment of support for the Child Protection Policy and training attendance. Completed forms shall be returned to the AGGP Country Lead.

5. Code of conduct

All individuals involved in Wavumbuzi will be expected to abide by the following guidelines for behaviour:

5.1 General behaviour

- Treat all Children with respect and dignity (listen).
- Do not spend *excessive* time alone with a Child or Children away from others
- Never take a program beneficiary Child / Children to your home.
- Never place any Child / Children in a situation of risk or potential risk.
- Do not act or dress in a manner that is inappropriate or sexually provocative.
- Never condone behaviour of Children that is illegal, unsafe or abusive.

- Do not discriminate against Children or favour some Children, thus excluding others.
- 5.2 Never give gifts, nor make promises to the Children.
- 5.3 Never take photographs of Children without consent. Always first ask permission from a Child and parent or guardian before you take a photograph. If their parent or guardian will not be present when you plan to take the photo, seek prior written consent from their parent or guardian.
- 5.4 Only touch Children appropriately, e.g., high-fives, pat on the back, or shoulders.
- Do not demand hugs or slap on the bottom or kiss Children.
 - Do not touch sexual areas of their body and/or have sex with a Child.
 - Do not expose them to sexual materials or abuse them through non-contact sexual activity.
 - Do not hire Children as house help or place a Child in situations of exploitative labor. Children have a right to education and play.
- 5.5 When a Child requires discipline or guidance:
- Always talk about the Child's behaviour rather than about them personally.
 - Do not use words or a tone of voice that shames or frightens a Child.
 - Never use corporal punishment or spanking of any kind.
- 5.6 Treat all Children with respect and dignity.
- 5.7 Always put the welfare of the Children first.
- 5.8 Always give enthusiastic and constructive feedback rather than only negative criticism.
- 5.9 Report any Child Abuse and Child Protection concerns to the relevant authorities and immediately notify the responsible officer of the Wavumbuzi Program.

6. Security and Confidentiality

All documents and reports regarding the implementation of this Child Protection Policy will be held confidentially and securely by the Country Lead. In addition, only the Country Lead is designated to handle any information received from of a background check. A copy of these documents will be held at the lawyers contracted to assist Wavumbuzi in the event of an incidence.

7. Procedure for reporting suspected Child abuse, neglect or exploitation

Child abuse is any form of physical, emotional or sexual mistreatment or lack of care that leads to injury or harm of the Child. As an adult that has care and control of the Child you are duty bound to report any case or suspected cases of Child abuse. Failure to report suspected Child abuse/neglect or exploitation is a crime. Wavumbuzi will not disclose whoever reports suspicion of a Child abuse case.

All misconduct with Children will immediately result in an investigation and resolution. All

investigations will be coordinated through the office of the AGGP Country Lead. Wavumbuzi reserves the right to refer to law enforcement as required by law.

7.1 If you suspect abuse/neglect/exploitation, please call one of the below persons or organizations:

- Wavumbuzi - Dr Roselyn Marandu-Kareithi on +254 (0)743 709 755
- Childline Kenya hotline and counselling service for Children 0800 221 0800
- Child help line 116

When reporting, please have this information with you:

- Child's name, address and telephone number
- Parents' or guardian's name and telephone numbers
- Reasons for concern, any documentation of indicators and any relevant statements made by the Child

Note the following:

- Name of the person making the call
- Name of the intake worker receiving the call
- Date and time of the call
- Action proposed by the person to whom the abuse has been reported

7.2 Receiving Complaints of Child Abuse

Wavumbuzi staff and other related members may find themselves in a position where they may have to receive complaints from the Child or other persons with information regarding a possible Child Abuse issue. They must always:

- Stay calm so as not to frighten the Child
- Reassure the Child that they are not to blame and that it was right to tell
- Listen to the Child, showing that you are taking them seriously
- Keep questions to a minimum so that there is a clear and accurate understanding of what has been said. Avoid leading questions.
- Inform the Child that you have to inform other people about what they have told you. Tell the Child this is to help stop the abuse continuing.
- Record all information.
- Report the incident as indicated in this policy

Further, ensuring Child safety is important. If there is need to have the Child get medical attention, then this should be done by arranging for them to see a doctor.

7.3 Conduct for Wavumbuzi employees, affiliates and representatives

- The use of profanities or what may be deemed to be offensive language is strictly prohibited.
- All conduct should represent the Wavumbuzi brand fairly and positively.

- All conduct in the course of discharging your duties and when you have any Wavumbuzi branding on your person shall be reputable, respectful and within reason.
- Be careful to act appropriately in the presence of minors; mindful of their comfort, safety and wellbeing.
- All physical interactions with target minors shall be within the context of the school and or with the consent of their teachers/ principals and/ or parents.
- It is a requirement to sign a non-disclosure agreement regarding the program in efforts to protect the rights of the minors and the privacy of the program
- All privileged/ private information shared with you by stakeholders, including intellectual property shall only be shared internally with the relevant Wavumbuzi team members.
- The abuse of confidence of information disclosed to you within the context of your role.
- You shall be required to provide:
 - i. The key Know Your Client (KYC) documents including but not limited to:
 - Passport or Local Nation ID
 - Tax registration certificate and number
 - Residential address and
 - Contact details
 - ii. A police clearance certificate
- The above information shall be processed by Wavumbuzi with strict compliance to its Data Protection policies as outlined in clause 9 below.
- All persons shall be required to attend a mandatory orientation to familiarize themselves with this policy. The orientation shall be organized by Wavumbuzi.

8 Policy updates

This policy will be reviewed and updated annually. Updates will include, but not limited to, aspects arising from experiences, identified good practices, and arising updates in the legislation.

9. Policy on Data Protection

Any information collected, processed or stored by Wavumbuzi in its activities shall conform to the provisions of the General Data Protection Regulation (GDPR), the Kenyan Data Protection Act (2019) and any regulations, amendments, revisions or modifications thereto. In particular, Wavumbuzi shall ensure compliance with data protection principles and respect for the rights of its data subjects.

Where possible, Wavumbuzi shall ensure that in the processing of data relating to children, consent is given by the child's parent or guardian; and the processing is in such a manner that protects and advances the rights and best interests of the child.

Wavumbuzi shall take all reasonable measures to ensure the security of data processed as well as to ensure prompt remedial action for any actual or potential data breach. Data provided shall only be used for the purpose for which it is collected and shall only be retained for as long as is required to carry out the activities of the program.

Any questions, complaints or concerns regarding this Child Protection Policy should be directed to the AGGP Country Lead.

10. Declaration

I have read and acknowledge the Child Protection Policy and agree to adhere to the policy at all times when dealing with minors during the scope of my duties.

That by signing this document I authorize Wavumbuzi to collect and process my personal data and share it with their colleagues and legal team as may be required from time to time for the fulfillment of their activities.

References

UNICEF Innocenti Research Centre, Handbook on the Optional Protocol on the sale of Children, Child prostitution, and Child pornography (2009). www.unicef-irc.org/publications/pdf/optional_protocol_eng.pdf.

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Lansdown, G. (2001). Promoting Children's participation in democratic decision-making. UNICEF Innocenti Insight. Florence: UNICEF Innocenti Research Centre. Google Scholar

Save the Children International. (2011a). Children's participation: Moving forward together: Promising practices from Save the Children thematic priorities and the EVERY ONE campaign. London: Child Rights Governance Initiative, Save the Children International. Google Scholar



HARASSMENT POLICY AND PROCEDURES

1. INTRODUCTION

The Allan and Gill Gray Philanthropy (herein referred to as AGGP) is committed to an environment in which all individuals are treated with respect. This is in line with AGGP's vision of an empowered, prosperous and productively engaged African citizenry thriving in ethical societies with dignity and hope. Harassment, including sexual harassment, is a crime under the laws of Rwanda and Kenya.

AGGP prohibits discrimination and all forms of harassment based on race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language or birth.

Harassment is any inappropriate conduct that has the purpose or effect of:

- Creating an intimidating, hostile, or offensive environment;
- Psychologically or emotionally abusing, humiliating or affecting any member of the AGGP Community;
- Unreasonably interfering with an individual's work performance; or
- Affecting an individual's participation or engagement in AGGP programs (ie the Wavumbuzi Entrepreneurship Challenge or Jasiri Programs).

Forms of harassment may include, but are not limited to, unwelcome verbal or physical advances and sexually, racially, or otherwise derogatory or discriminatory materials, statements, remarks or behaviour.

Harassment of any kind will not be tolerated. Any individual found guilty of harassment will be subject to disciplinary action up to and including termination of agreement or participation in the AGGP programs.

2. RESPONSIBILITIES

Any member of the AGGP Community (i.e. Jasiri Fellow, Wavumbuzi Ambassador, Wavumbuzi Innovation Expert/ Entrepreneurs, Jasiri Recruiter and Influencer, Facilitators, Mentors, Coaches and Advisors) who observes or becomes aware of harassment should

immediately advise the Country Director (Rwanda) or Country Lead (Kenya) as soon as possible so that immediate steps can be taken to stop or correct them.

3. SCOPE

This Policy shall apply to any form of harassment by or towards any member of the AGGP Community.

4. SEXUAL HARASSMENT

Sexual harassment is a form of unfair discrimination on the basis of sex and/or gender and/or sexual orientation which infringes the rights of the victim and constitutes a barrier to equity. Sexual harassment will not be permitted or condoned.

It will be a disciplinary offence to victimize or retaliate against anyone who in good faith lodges a grievance of sexual harassment.

Definition and forms of sexual harassment

Sexual harassment is the unwelcome conduct of a sexual nature that violates the rights of any member of the AGGP Community and constitutes a barrier to equity.

The following factors will be taken into account when identifying sexual harassment:

- The harassment is on the prohibited grounds of sex and/or gender and/or sexual orientation;
- The sexual conduct was unwelcome and uninvited; and
- The sexual conduct was offensive or intimidatory to the recipient.

There are various ways in which a victim may indicate that sexual conduct is unwelcome, including non-verbal conduct such as walking away or not responding to the perpetrator. Previous consensual participation in sexual conduct does not mean that the conduct continues to be welcome. Sexual harassment could be committed by someone of the same sex or the opposite sex, and may include physical, verbal or non-verbal conduct.

- Physical conduct includes, but is not limited to, unwelcome physical contact, touching, pinching, patting, brushing against another person's body, sexual assault, rape and strip search by or in the presence of the opposite sex.
- Verbal conduct includes, but is not limited to, unwelcome sexual innuendos, suggestions, hints, sexual advances, comments with sexual overtones, telling sexual stories, sex-related jokes or insults, sexual comments about a person's clothing, anatomy, body or looks, inappropriate enquiries about a person's sex life, repeated requests for dates or sexual favours and sending by electronic means or otherwise of sexually explicit text or images.
- Non-verbal conduct includes, but is not limited to, unwelcome sexual gestures, winking, leering, blowing kisses, indecent exposure and the display or sending by

electronic means or otherwise of sexually explicit pictures or objects. Victimization, quid pro quo harassment and sexual favouritism are also forms of sexual harassment.

- Victimization occurs where someone is victimized or intimidated for failing to submit to sexual advances.
- Quid pro quo harassment occurs where, any member of the AGGP Community influences or attempts to influence another individual's participation in and/or opportunities within any of AGGP's Programs by coercing or attempting to coerce them to surrender to their sexual advances.
- Favouritism occurs where a person in authority in the AGGP Community rewards only those who respond to his or her sexual advances.

A single incident of unwelcome sexual conduct may constitute sexual harassment.

It is important to distinguish between sexual 'attention' and sexual 'harassment', in order to avoid inappropriate behaviour that might be unintended, or perceived as offensive sexual behavior.

Sexual attention becomes sexual harassment if:

- The behaviour is persistent (although a single incident can constitute harassment);
- The recipient has made it clear that the behaviour is considered offensive; or
- The perpetrator should reasonably have known that the behaviour was offensive.

The following behaviour might not constitute sexual harassment, if it is stopped as soon as someone indicates that they are offended by it or feel uncomfortable:

- An occasional appropriate compliment amongst any member of the AGGP Community;
- Flirtatious banter when it is mutually acceptable;
- Forms of greetings (e.g. hugging) that are deemed acceptable amongst certain cultures, except where someone has communicated that it makes them uncomfortable.

Procedures for dealing with sexual harassment

Individuals who believe they have been subjected to sexual harassment should immediately report the incident to the Country Director (Rwanda) or Country Lead (Kenya) .

Sexual harassment may be reported by the victim or any other person aware of the sexual harassment, for example a friend, colleague or anyone acting on the request of the victim, where the victim has indicated that he or she wishes AGGP to be made aware of the conduct. It is emphasized that any individual may report any suspected or alleged sexual harassment incident even if the victim has not requested them to report it. AGGP will investigate all complaints promptly and thoroughly. AGGP will treat such complaints as confidentially as possible and will only release information to those that have a right to know.

AGGP recognizes that some victims of sexual harassment might not have the courage to report the matter or might not want to because of fear of reprisals and the relative positions of the victim and the alleged perpetrator. AGGP will take appropriate measures, where possible,

to ensure that the complainant and the alleged perpetrator are separated and do not contact each other whilst the investigation is ongoing.

Any alleged sexual harassment incidents may be reported through the AGGP's internal grievance procedures

Disciplinary action will be taken against anyone who victimizes or retaliates against a complainant who in good faith lodges a grievance of alleged sexual harassment.

After AGGP has been made aware of an alleged sexual harassment incident, it will conduct an immediate investigation and consult all the relevant parties. Such consultations will take place in confidence bearing in mind the sensitivity of the matter.

The investigation to be conducted by AGGP will include the following:

- i) advising the complainant or victim of the informal and formal procedures available to deal with the sexual harassment; and
- ii) where reasonably practicable, offering the complainant or victim advice, assistance and counselling, including during any disciplinary enquiry that may be instituted.

Where possible, and subject to the complainant or victim's consent, AGGP will designate a person from the Senior Management to provide confidential advice and or counselling to the complainant or victim. Such a person could be a person employed by AGGP to perform such a function or an external service provider professional engaged to perform such activity.

Informal procedures

A complainant or victim of sexual harassment may choose to follow either of the following informal procedures:

- a) the victim or another appropriate person explains to the alleged perpetrator that the conduct in question is not welcome, it offends the victim and makes him/her feel uncomfortable, and that it interferes with his or her work; or
- b) an appropriate person approaches the alleged perpetrator, without revealing the identity of the complainant or victim, and explains to the alleged perpetrator that certain forms of conduct constitute sexual harassment, are offensive and unwelcome, they make any member of the AGGP Community feel uncomfortable and interfere with their work.

AGGP will consider any further steps, including the complainant or victim's proposal, which can be taken to assist in resolving the complaint and assisting the victim. This may include either the alleged perpetrator offering an apology and/or the victim requesting and accepting an apology, and mediation.

Formal procedure

A complainant may choose to follow a formal procedure, either with or without first following an informal procedure. Even if the complainant or victim decides not to follow the formal procedure, AGGP may still follow a formal procedure, and advise the victim accordingly, after

assessing the severity of the incident and/or the risk to others where formal steps are not taken against the alleged perpetrator.

In assessing whether or not to follow a formal procedure, AGGP will take into account all relevant factors, including the severity of the sexual harassment incident and whether or not the alleged perpetrator has a history of sexual harassment. The formal procedure to be followed by AGGP includes suspension of engagement with AGGP Programs (such as the Jasiri Talent Investor, Jasiri Accelerator or the Wavumbuzi Entrepreneurship Challenge) whilst conducting an investigation and taking disciplinary action against the alleged perpetrator, which could result in any of the following outcomes, depending on the nature and severity of the sexual harassment incident:

- a) Written warning and counselling for minor instances of sexual harassment;
- b) Dismissal for severe or serious instances, continued or repeated minor instances of sexual harassment.

The disciplinary hearing about sexual harassment will be handled in a manner that ensures that the identities of the persons involved are kept confidential.

Only appropriate members of management as well as the aggrieved person, their representatives, the alleged perpetrator, witnesses and interpreter, if required, should be present at the disciplinary inquiry.

AGGP will only disclose to the complainant, the perpetrator and/or their representatives such information as may be reasonably necessary to enable the parties to prepare for any disciplinary proceedings.

Where the complainant or the victim of alleged sexual harassment is not comfortable in appearing before a disciplinary hearing because of the emotional strain of the process, AGGP will only use their written statement or affidavit as evidence.

Additional Support for the victim

During the investigation or at any time after AGGP has been informed of an incident of sexual harassment, AGGP will support the victim through time off and trauma counselling as needed.

This Policy may be reviewed and amended by the Allan & Gill Gray Philanthropy from time to time.