



WORKING WITH MINORS/ADULTS AT RISK

1. RATIONALE

- i. The United Nations Convention on the Rights of the Child (CRC) is the most universally approved legislation, to which China on behalf of Macao, has agreed to respect and follow to keep minors and adults at risk safe from harm;
- ii. as a Catholic Institution for Higher Education, the University of Saint Joseph, Macao (the University) is committed, following the teaching of the Gospels, to maintaining an academic, work and living environment in which all members of the University community, guests, and other third-parties conducting business with the University, are treated with respect, equal rights and human dignity, and conduct its operations and maintain its facilities in a manner consistent with its mission as an institution of higher education;
- iii. the University is committed to meet the United Nations CRC demands and contribute to minors and adults at risk safe practices relating to employees and contractors of the University, and volunteers who are engaged in minors/adult at risk-related work in the occupational fields or other areas that deliver education and services on campus or otherwise affiliated with the University;
- iv. the University of Saint Joseph, is committed to the welfare and safety of all individuals who participate in its programs and activities. The University expects that all faculty, staff, students and volunteers who interact with minors/adults at risk on campus, and/or who are participating in the University activities, will cultivate and maintain an appropriate and secure environment. This policy provides the framework that programs are required to follow in order to facilitate successful and safe programming. It establishes standards, procedures for reporting suspected abuse of minors/adults at risk, and obligations for the operation of programs, defined below, which include registration, background checks and training;
- v. the University of Saint Joseph encourages its faculty, staff, and students to make good-faith reports of University-related misconduct. The pledge to maintaining the quality of the University through such reports is essential to the welfare and success of the entire community. The University, therefore, wishes to clarify that acts or behaviours of threats retaliation in response to good-faith reports constitute a serious violation of this policy;
- vi. to that end, the University will respond to all complaints of alleged act or behaviour against minors/adults at risk safety practices and will takes steps to ensure that all allegations are subject to effective investigation and handled according to applicable policies and legal requirements;
- vii. the University will take a course of action, including any disciplinary penalty, depending on the particular facts and circumstances involved.

2. PURPOSE OF THIS POLICY

The purpose of this Policy is to provide for the safety and holistic well-being of all minors/adults at risk participating in any University-sponsored activity or program or who participate in programs held on the University property, and to set out the University responsibilities, processes and procedures and outline how the University will:



- i. provide a safe and supportive environment for our staff, students, apprentices and volunteers in the course of our work and university led activities;
- ii. provide a safe and supportive environment for minors and adults at risk who engage with our staff, students, apprentices and volunteers in the course of our work and University led activities;
- iii. ensure that staff, students and apprentices facilitating or supporting programmes and activities working with minors and adults at risk have defined responsibilities;
- iv. ensure that staff, students and apprentices engaging with minors and adults at risk receive relevant safeguarding training and understand their role and responsibilities;
- v. ensure that there are clear reporting guidelines should staff, students or apprentices become aware of a safeguarding concern.

3. SCOPE

- i. This Policy applies to all members of the University community (faculty, staff, students) who may work or interact with individuals under 18 years of age or adults at risk who are participating in programs offered by the University (faculties, centres or units of the University, the University's registered student organizations, and/or third parties utilizing any of the University facilities), regardless of whether on or off campus;
- ii. if there is a conflict between these procedures and requirements imposed by law on the University program the requirements imposed by law supersede these Procedures;
- iii. this Policy shall supplement, not replace, any existing safety and security measures, policies, or codes of conduct currently in place or hereinafter enacted.

4. DEFINITIONS

For the purpose of this policy, the following terms will be understood as:

- i. *abuse*: deliberate use of a range of physical and/or non-physical actions used with the purpose to manipulate, hurt, weaken or frighten a person physically, mentally and/or emotionally;
- ii. *adult at risk*: the University bases its definition of an "Adult at Risk" on that used within the Care Act 2014 and defines an Adult at Risk as someone over 18 years of age who:
 - a. has needs for care and support;
 - b. is experiencing, or is at risk of abuse or neglect; and
 - c. as a result of those needs is unable to protect himself or herself against the abuse or neglect or the risk of it.
- iii. *authorized adult or program staff*: individuals, paid or unpaid, who interact with, treat, supervise, or oversee minors/adults at risk in program activities. This includes but is not limited to faculty, staff, counsellors, instructors, health care providers, volunteers, graduate and undergraduate students, employees of temporary employment agencies, and independent contractors/consultants, etc. This definition does not include temporary guest



speakers, presenters, or other individuals who have no direct contact with Program participants other than short-term activities supervised by program staff;

- iv. *campus/public space*: includes all property owned or leased by the University that are open to the public and which anyone may enter or use without the University's control, knowledge, or consent;
- v. *care, custody and control*: the responsibility level when an adult, who is not the legal guardian, is present and has supervisory responsibility for one or more minors/adults at risk as well as the knowledge of the general location (particularly when leaving the building) of each minor/adult at risk at any given point throughout a University program;
- vi. *direct contact*: any contact between a person and a minor/adult at risk that involves face-to-face contact or, contact by post or other written communication, or contact by telephone or other oral communication, or contact by email or other electronic communication;
- vii. *legal guardian, legal representative*: any person appointed under applicable law to have the care and management of the person, the estate, or both of a minor/adult at risk;
minor - consistent with the CRC, a child is defined as every human being under the age of 18 Years. The term "minors" and "children" are used interchangeably in this policy;
- viii. *minors/adults at risk abuse*: includes physical abuse, sexual abuse, emotional or mental abuse, of a minor or an adult at risk;
- ix. *one-on-one contact*: is personal, unsupervised interaction between any authorized adult and a single participant minor/adult at risk without at least one other authorized adult, or legal guardian being present;
- x. *program participants*: minors/adults at risk who are involved in the University-sponsored programs both on and off campus and for non-University sponsored programs held on the University's campus;
- xi. *provocation*: an action that is intended to frustrate or cause tension in the person and incorporates some use of power of one person over another;
- xii. *third party sponsor*: refers to a non-university entity hosting, organizing, or operating a program in the University facilities or on the University property;
- xiii. *University programs*: programs and activities that are directly managed by the University in which the University students, faculty, or staff engage with minors/adults at risk and during which the legal guardians, , or minor's school staff are not responsible for the care, custody, or control of the minor. These include, but are not limited to, workshops, services, camps, conferences, campus visits, or similar activities on or off campus;
- xiv. *USJ employees/staff*: applies to all employees of the University including academic and administrative staff, workers student employees, workers and volunteers;
- xv. *works with minors/adults at risk*: means participating in any of the activities identified in this document in which an adult has the potential to work with and/or be alone with a minor/adult at risk, unless the adult is the parent, legal guardian or a person entrusted by the parent or legal guardian of a minor with the care of the minor/adult at risk;



5. POLICY

In order to ensure that the essential functioning of the University is not impaired and to promote the safety of minors/adults at risk participating in activities at or sponsored by the University, it is necessary to adhere to certain conditions governing all programs and meet the following requirements, in addition to any or local law, and university policies.

5.1 Working with Minors

- i. All minors/adults at risk, whether participating in a University program or a program taking place on the University campus, must provide a liability waiver letter signed by a parent or legal guardian prior to their participation in a program or activity;
- ii. all minors/adults at risk participating in a University program or a program taking place on the University property must be supervised by an authorized adult(s) at all times while they are participating in that program;
- iii. all supervised minors/adults at risk participating in a University program or a program taking place on University property are permitted in the general use facilities (public spaces, academic buildings, canteen, etc.), but may be restricted from certain areas of the facilities or from utilizing certain equipment in the University's sole discretion;
- iv. minors/adults at risk are permitted at events and venues open to the public. However, the University reserves the right to determine, at its sole discretion, whether selected events or venues are appropriate for unescorted or unsupervised minors;
- v. all minors/adults at risk visiting the University campus, including the children of employees and students, must be escorted or supervised at all times by parent/legal guardian or an authorized adult. It is the responsibility of the legal guardians, or other authorized adults to make the appropriate arrangements in agreement with this policy;
- vi. minors/adults at risk, not participating in the University sponsored programs or a program taking place on University property, are prohibited from areas where significant potential safety hazards and liabilities may exist and where strict safety precautions are required. In addition, unsupervised or unescorted minors/adults at risk are prohibited from entering areas that might include, but are not limited to, storage rooms, equipment rooms and certain facilities such as training rooms, courts, swimming pools etc.;
- vii. authorized adults must maintain professional boundaries at all times;
- viii. the Faculties, School, Centers, Units program administrator must ensure that all minors/adults at risk and authorized adults abide by all University regulations and program rules;
- ix. minors/adults at risk must only be released to an authorized parent, legal guardian, or other adult specifically authorized by the custodial parent or guardian and only after confirming their identification;
- x. the Faculty, School, Centre, Unit program administrator shall provide notification to the Technology and Facilities Office (TFO), of the location, dates, and times when minors/adults at risk will be present in University facilities so that emergency evacuation plans can factor in any special consideration arising out of the presence of minors/adults at risk.



5.2 Behavioral expectations for authorized adults participating in any program covered by this policy:

All authorized adults participating in any University program with minors/adults at risk shall:

- i. participate in and complete the mandatory protection training of signs of abuse and neglect of minors/adults at risk;
- ii. watch for signs of minors/adults at risk abuse or neglect and promptly report suspected instances of abuse or neglect;
- iii. limit physical contact with minors/adults at risk to the following: side hugs, shoulder-to-shoulder or “temple” hugs, pats on the shoulder or back, high-fives, verbal praise, touching hands, shoulders and arms, arms around the shoulders, holding hands, avoid full-frontal hugs, kisses, showing affection in isolated areas, lap sitting, wrestling, piggyback rides, tickling; any form of affection that is unwanted by the minor/adult at risk or program staff, compliments relating to physique or body development, touching bottom, chest or genital areas, etc.;
- iv. avoid contact with minors/adults at risk outside of the program without parent arrangement and permission;
- v. avoid the use a personal vehicle to pick up or drop off minors/adults at risk participating in a program unless the minors/adults at risk’s parent or legal guardian has provided written permission;
- vi. refrain from telling minors/adults at risk “this is just between the two of us” or use similar language that encourages minors/adults at risk to keep secrets from their legal guardian;
- vii. avoid inappropriate conversations with minors/adults at risk that are sexual in nature (“inappropriate” meaning any conversation which the authorized adult would not feel comfortable having in the presence of the legal guardian of the minors/adults at risk);
- viii. avoid making sexual comments or tell jokes of a sexual nature to or in the presence of a minors/adults at risk;
- ix. refrain from inviting minors/adults at risk to their home or place of residence. Any exceptions will require authorization by the program administrator and written authorization by the legal guardian;
- x. avoid situations such as changing clothes, showering or using the restroom, except where health and safety reasons require such intrusion;
- xi. refrain from abusive conduct of any kind toward, or in the presence of minors/adults at risk;
- xii. refrain from acting in ways intended to shame, humiliate, belittle or degrade minors/adults at risk; or otherwise perpetuate any form of emotional abuse;
- xiii. refrain from providing alcohol or illegal drugs to any minor/adult at risk or facilitate the minor/adult at risk presence at an event where there is underage consumption of alcohol or use of illegal drugs;
- xiv. refrain from taking photos or videos of a minors/adults at risk with personal cell phones, cameras or similar devices in showers, locker rooms, restrooms, or other areas where privacy is expected;



- xv. refrain from communicating with minors/adults at risk through any method (email, text message, telephone, social media, etc.) outside of academic or programmatic need (this provision shall not apply to admission process);
- xvi. dress inappropriately or provocatively;
- xvii. comply with any other Policy of the University or any local laws or regulations.

5.3 Obligations for Covered Programs

All University programs have an obligation to protect the safety of participants in programs involving minors/adults at risk. Program staff must follow this policy, including the procedures established below and any others established by the United Nations Convention on the Rights of the Child. All Programs covered by this Policy must meet the following requirements:

- i. at least thirty (30) days prior to the beginning of a University-sponsored program both on and off campus and for non-University sponsored programs held on the University's campus, the Faculty, School, Centre, Unit program administrator or his/her designee shall register the Program with the University;
- ii. programs should have well defined and explained rules for minors/adults at risk in the residential component of the program including: common areas that minors can use, off limit floors for males and females, etc.;
- iii. all adults (employees, faculty, volunteers and University students) who will work with minors/adults at risk in University sponsored programs on or off-campus must:
 - a. have a clear background check for criminal conviction and sexual offender registry;
 - b. interact with minors/adults at risk only in public areas and/or in the company of a second adult;
 - c. complete mandatory safeguarding (working with minors and adults at risk) training;
 - d. sign an agreement signifying that they understand and will abide by University rules for interaction with minors/adults at risk;
 - e. immediately report any suspected minors/adults at risk abuse/neglect to the Program Administrator and/or the University;
- iv. all third-party managed programs involving minors/adults at risk held on the campus will be required to sign a memorandum of agreement or contract certifying that they will follow parallel processes in the conduct of their program, will indemnify the University and will carry appropriate liability insurance coverage as identified by the University;
- v. the registration will require certification by the program administrator that documents will be collected as required by this Policy in order to sponsor a program involving minors/adults at risk including:
 - a. criminal and sexual offender background checks on all authorized adults connected to the program and expected to have routine or significant contact with minors/adults at risk;
 - b. certifications of completion of training by all authorized adults connected to the program;



- c. a list of all individuals, whether the University employees, students, independent contractors, or volunteers, who will be involved in the program;
- d. programs that involve only incidental contact with minors/adults at risk should register no fewer than fourteen (14) days in advance of the anticipated program commencement date.

5.4 Required Written Agreements

- i. of minors/adults at risk participating in programs must execute a University-approved waiver of “liability” form and provide the waiver to the program administrator or his/her designee. This must include:
 - a. a statement consenting to participation on the program;
 - b. a statement informing the legal guardian that the University does not provide medical insurance to cover medical care for the minor/adult at risk;
 - c. a statement authorizing emergency treatment in case the legal guardian cannot be reached for permission;
 - d. authorization to release medical information to responsible parties as needed; and
 - e. emergency contact information including name, address, and phone number of the emergency contact.

5.5 Screening Requirements of Authorized Adults Involved with Programs for Minors

- i. The program administrator will be responsible for arranging appropriate screening, application review and personal reference checks on all authorized adults who will have direct, regular and frequent contact with minors/adults at risk as a part of performing their university job or assigned role in connection with a program for minors/adults at risk;
- ii. third party organizations will be required under the terms of the contract to arrange for background checks for their employees and volunteers who will have direct, regular and frequent contact with minors/adults at risk at the contractor’s own cost;
- iii. outside vendors hired by the University to provide staff who will have direct, regular and frequent contact with minors/adults at risk at a program for minors/adults at risk, shall be required by contract to have performed background checks on their employees that are substantially similar to the background checks being performed on University employees; vendors who are unable or unwilling to agree to the contract terms regarding background checks should not be utilized;
- iv. any background check that is “positive” for conviction of a crime, and/or allegations of sexual misconduct or sexual offense, whether for a new potential employee or a current employee, must be reviewed by the program administrator and/or the program sponsor with the University before any hiring or employment decision is made;
- v. all authorized adults who will have direct, regular and frequent contact with minors/adults at risk as a part of performing their university job or assigned role in connection with a program for minors/adults at risk must keep the University informed of any incident or issue that may impact on their eligibility to have contacts with minors/adults at risk;



- vi. if the University becomes aware that an authorized adult who will have direct, regular and frequent contact with minors/adults at risk as a part of performing their University job or assigned role in connection with a program for minors/adults at risk has been revoked to work with minors/adults at risk, the University may take immediate action to prevent that person engaging in any future minors/adults at risk-related work with the University;
- vii. the University has an obligation to notify the legal guardians of any finding by the University that an individual has engaged in:
 - a. emotional and/or psychological sexual misconduct committed against, with or in the presence of a minors/adults at risk, including grooming of a minors/adults at risk; or
 - b. any serious physical assault of a minors/adults at risk.
- viii. the following types of convictions will render an individual ineligible to work at a Program in a paid or volunteer capacity:
 - a. sexual offenses, including stalking
 - b. crimes of violence involving physical injury to another person
 - c. dependent abuse, endangerment, molestation, child pornography
 - d. murder
 - e. kidnapping
 - f. listing on any sexual offender registry

5.6 Minor Protection Training for Authorized Adults

- i. All new program staff must complete the University-provided training prior to the program start date. Previously-trained program staff are required to complete refresher training in accordance with the University requirements. The minors/adults at risk protection training must include a review of:
 - a. recognizing the basic signs of physical, psychological and/or emotional, sexual abuse and neglect basic warning signs of abuse or neglect of minors/adults at risk;
 - b. requirements and procedures for reporting incidents of suspected abuse, neglect or improper conduct, including who must report, when to report and protection for good-faith reporting;
 - c. how to help prevent minors/adults at risk abuse;
 - d. responsibilities of program staff and protocols in place in case of injured minors/adults at risk and/or emergency situations;
 - e. procedures for notifying the minors/adults at risk's legal guardian in case of an emergency, including medical or behavioral problems, natural disasters, or other significant disruptions;
 - f. measures for providing information to the legal guardian detailing the manner in which the minor/adult at risk can be contacted during the program;



- g. procedures for developing and making available to participants and their legal guardian the rules and disciplinary measures applicable to the program;
 - h. the standards of behavior with minors/adults at risk; and
 - i. all the requirements of this policy.
- ii. All third-party organizations operating Programs involving minors/adults at risk in the University facilities must provide minors/adults at risk protection training to their authorized adults that covers the same protocol as those provided by the University to all authorized adults who will have direct, regular and frequent contact with minors/adults at risk as a part of performing the university job or assigned role in connection with a program for minors.

6. ROLES AND RESPONSIBILITIES

The University has a duty of care to its staff, students and visitors and is responsible for ensuring appropriate policy, procedures guidance, risk assessment, action planning and training are in place to facilitate effective safeguarding of minors/adults at risk. This includes ensuring we take reasonable steps to ensure that everybody related to the University understand, accept and are responsible for their, or their employees' conduct in connection with these groups on University premises.

6.1 The Catholic Foundation for Higher Education

- i. the Catholic Foundation for Higher Education, as the title-holder of the University has a duty to ensure, so far as is reasonably practicable, the health, safety and welfare at work of its staff, students, contractors, minors, young people and adults at risk by providing good safeguarding practices and ensure that the University has a fit for purpose safeguarding policy and related procedures and ensuring adequate resources for the effective implementation and management of this policy;
- ii. the Catholic Foundation for Higher Education delegates the day-to-day responsibility for the implementation and execution of the safeguarding policy to the University and understands it remains accountable for the standards reached.

6.2 The Executive Council of the University is expected to

- i. approve the Safeguarding Policy;
- ii. ensure that the University Safeguarding Policy and accompanying procedures, advice and guidance are fit for purpose and sufficient to ensure that University meets its statutory obligations and complies generally with good practice and where reasonably possible, with safeguarding guidance issued by relevant statutory bodies concerned with such matters;
- iii. oversight and implement this policy, its uptake and impact on practice in the University, its evaluation, monitoring, review, reporting and amendments;
- iv. investigate or to order investigation about conducts related to ill behaviors against minors/adults at risk occurring in, off the University premises or at a non-University-affiliated activity if either the complainant or respondent is University-affiliated;
- v. act immediately on observations, referral or allegations against this policy;
- vi. ensure that appropriate safeguarding training is available for members of the University who work with minors/adults at risk, whether directly in the course of their work, or



- indirectly by being involved in the selection process of staff who do work directly with minors/adults at risk;
- vii. ensure that financial provision is set aside to provide appropriately trained staff to support the Faculties, School, Centers, Units work with minors/adults at risk;
- viii. receive assurance that staff are trained to the appropriate levels;
- ix. endorse changes to the Catholic Foundation for Higher Education board.

6.3 The Administrator is expected to:

- i. ensure the University is a safe environment, free from prejudice, discrimination, bullying and harassment by ensuring compliance with the expected behaviors and values of the University;
- ii. review and update the University's Safeguarding Policy for approval by the Executive Council;
- iii. ensure the proper implementation of this policy across the University;
- iv. ensure that all staff, students and volunteers familiarize themselves with the University's Safeguarding Policy, understand their responsibilities, and are appropriately trained to deal with safeguarding incidents;
- v. ensure that safeguarding training is provided for all members of University staff;
- vi. identify and keep under review the operation of policies and procedures which impact on the University's ability to fulfil its safeguarding responsibilities;
- vii. ensure that adequate resources are in place to enact the requirements of this policy
- viii. act as the identified contact for responding to safeguarding concerns or allegations raised in the course of the University's activity;
- ix. ensure any safeguarding concerns and incidents are appropriately recorded and reported to the proper authority;
- x. ensure effective communication of the Safeguarding Policy and Procedure, including for communicating changes to it;
- xi. provide reports to the Executive Council as necessary;
- xii. ensure any locally safeguarding procedures relating to these activities are compliant with the University's Policy;
- xiii. ensure central records of safeguarding incidents;
- xiv. maintain an understanding of the relevant Government legislation and requirements.

6.4 Dean/Program Administrator/Director of Centre/ Head of Office are expected to:

- i. ensure that minors/adults at risk are treated with respect and supported whenever they engage in University led activity;
- ii. ensure that their respective staff are aware of their responsibilities to safeguard minors/adults at risk whether they are acting as a paid member of University staff or supporting University-led activity in an unpaid capacity as a volunteer;
- iii. ensure that they are aware how to report a safeguarding concern to their Line Manager or others in a leadership role for activities involving minors/adults at risk;



- iv. ensure the implementation and dissemination of this policy in their area, guaranteeing compliance;
- v. ensure that procedures outlined in the University's Ethics Guidelines are strictly followed if minors/adults at risk are to participate in research projects,
- vi. ensure that principles, obligations and actions contained in this policy are understood, promoted and implemented and carried out in the academic departments, administrative units under their control;
- vii. communicate to academic staff and students that everyone shares in the obligation to restrain from unlawful behaviors;
- viii. ensure that all staff, students and volunteers familiarize themselves with the University's Safeguarding Policy, understand their responsibilities, and are appropriately trained to deal with safeguarding incidents;
- ix. report any incidents of harm or potential harm without delay;
- x. ensure any safeguarding concerns and incidents are appropriately recorded and reported to the designated authority;
- xi. ensure safeguarding responsibilities are reflected in planning and risk assessments for University activities
- xii. cooperate fully with the Administrator/FHRO, or higher management bodies in investigations;
- xiii. maintain confidentiality to the extent possible;
- xiv. ensure that all remedial and/or disciplinary steps are completed and no further incidents occurs.

6.5 Finance and Human Resources Office (FHRO)

- i. take responsibility for devolved budgets and comply with University financial regulations;
- ii. arrange for funds and facilities to meet the requirements of company policy and legislation;
- iii. define the core roles and responsibilities if staff essential to the facilitation and employment of University's recruitment process;
- iv. ensure that the hiring of staff is done in accordance with the safeguarding policy and that all requirements are met before employment is offered;
- v. take all appropriate steps during the recruitment and selection process to ensure that unsuitable people are prevented from working with minors, young people and adults in a vulnerable situation.
- vi. implement personnel management policies to ensure that everyone in the workplace is aware of his/her responsibilities;
- vii. familiarise all staff with this Policy, including the Code of Conduct, during their induction;
- viii. fostering a workplace safety culture in which employees and their supervisors work together to ensure workplace safety;
- ix. establishing administrative procedures that encourage employees to report unsafe conditions and unsafe practices to their Line Managers without fear of being disciplined;



- x. providing advice to employees and the employer in matters of occupational health and safety.

6.6 All Members (staff, students, third parties) of the University are expected to:

- i. uphold and abide by this policy;
- ii. become aware of behaviors that may violate this policy;
- iii. avoid any behavior or conduct that could reasonably be interpreted as provocation as defined under this policy;
- iv. attend training relating to safeguarding as requested;
- v. cooperate fully with any internal or external investigations carried out into reported concerns;
- vi. ensure that minors/adults at risk are treated with respect and supported whenever they engage in University led activity;
- vii. undertake appropriate safeguarding training before engaging in any University-led activity involving minors/adults at risk;
- viii. ensure that they are aware of their responsibilities to safeguard minors/adults at risk whether they are acting as a member of University staff or supporting University-led activity;
- ix. ensure that they are aware how to report a safeguarding concern to their Line Manager or others in a leadership role for activities involving minors/adults at risk;
- x. maintain the confidentiality of any suspected or actual incidents;
- xi. ensure they are aware of local safeguarding policies and procedures for the premises they are visiting when representing the University.

6.7 Visitors

- i. All visitors who bring children or adults at risk into the University (unless to participate in a University organised activity) are not relieved of their duty of care on University premises.

6.8 Ad hoc visitors

- i. Children or adults at risk on campus remain the responsibility of their legal guardian at all times or of the organisation who has facilitated their visit.

7. PROCEDURES

7.1 Reporting:

- i. anyone (including legal guardians of minors and/or adults at risk) who has experience, witnessed or has an immediate concern about the behaviour by a member of staff against a minor/adult at risk is advised to report directly to the Administrator/Dean/Line manager and file a written complaint to the University in English or one of the official languages of the Macao SAR;
- ii. anyone who intends to file an allegation shall complete the “Safeguarding Reporting Form” and deliver it in a sealed envelopment to the Administrator of the University in person or by



- registered mail. Available documentary evidence and written testimonies shall be submitted as attachments to the form in the same envelope;
- iii. if the complainant decides not to use the form, he or she shall provide the same information that is required in the form and deliver the signed written allegation together with the available evidence in a sealed envelope to the Administrator in person or by registered mail. An anonymous report is not considered as an allegation;
 - iv. the Administrator who personally receives the allegation or in the mail shall date and sign the envelope;
 - v. the Administrator shall not read the content of the allegation and shall handle the submission as a confidential matter;
 - vi. the allegation shall be made within thirty (30) working days of the last incident of perceived concern behavior, unless there are extraordinary circumstances that prevented the petitioner from doing so. Such circumstances shall also be specifically explained in the complaint. If the allegation is not made within the thirty (30) working days and there are not extraordinary circumstances which prevent the petitioner for bringing forward the allegation, such accusation will not be considered;
 - vii. the Administrator will bring the allegation to the attention of the Rector or the Vice Rector responsible/on duty within four (4) working days after receiving it;
 - viii. the complainant shall understand that the University will notify the alleged person in writing that an allegation has been filed. The notification shall detail of the allegations;
 - ix. the University shall not disclose the petitioner's information or any other personal data (unless essentially necessary).

7.2 Preliminary review

- i. the Rector or Vice-Rector responsible shall, within 5 working days after receiving an allegation, request an officer of the University to conduct a preliminary review of the allegation and determine if there is legitimate ground to set up an investigative committee;
- ii. the preliminary review shall be completed within 5 working days, starting from the date the Rector appoints an officer to review the allegation. If it is necessary to seek legal advice, the preliminary review shall be completed within 10 working days;
- iii. the preliminary review of the allegation shall be returned to the Rector or the officer in charge of the preliminary review.

7.3 Investigation

- i. the investigation committee set up by the University shall have equal representation of men and women. Upon agreement of both parties, if necessary, the University may appoint external member(s) or student(s) to be member(s) of the committee;
- ii. the committee shall conduct a prompt, thorough and neutral investigation of any allegation;
- iii. the committee shall hear from both the complainant and the respondent, interview the witnesses, and review the evidence;
- iv. prior to an interview in front of the committee, each party may have an accompanying person in the interview. The accompanying person, (legal guardian) in the case of person/s under the category of minors or adults at risk as defined in this policy, shall act as a legal representative of the party;



- v. during the investigation, both parties may request a reconciliation agreement to the committee. In such case the written agreement of reconciliation reached by the parties and presided by the University is binding to both parties, however the University has the right to proceed with any deemed disciplinary action.

7.4 Privacy and Confidentiality

- i. to the extent possible, the University will protect the privacy and confidentiality of all parties. In principle, all records of the complaint, investigation and decision shall be kept confidential. It may become necessary, however, to disclose information during or after the course of an investigation.

8. FALSE COMPLAINT AND FALSE INFORMATION

- i. It is a violation of this Policy when a person knowingly or recklessly alleges a false allegation or provides false information during the course of an investigation. The victim of a false complaint may file a counter-complaint. False allegations and false information shall be subject to investigation by the committee.

9. DETERMINATION AND CORRECTIVE ACTION

- i. The Committee shall deliver a written report on whether or not there is a violation of this policy within 60 working days from having received the complaint, absent extenuating circumstances. The report shall describe:
 - a. the allegation received;
 - b. the investigative process;
 - c. the evidence;
 - d. the findings of the investigation;
 - e. if it is determined that there is a violation, the corrective action(s).
- ii. appropriate corrective actions may range from verbal or written reprimands, suspensions, dismissal or termination of contract, in accordance with established USJ student and staff regulations. The committee may also recommend preventive measures to the University.

10. APPEAL

- i. If an individual disagrees with the decision made by the committee, he/she/legal representative may file a written appeal within 30 working days after receiving the decision, together with the relevant documents and evidence if any, to the Executive Council of the University. The Executive Council shall review the case and deliver a decision within 60 working days from the receipt of the appeal.

11. EXTENSION OF LIMITATIONS

- i. If necessary, the Rector or Vice-Rector responsible may decide or approve to extend the limitation defined in the provisions above.



12. CONFLICT OF INTEREST

- i. Anyone who has a conflict of interest in relation to the case of complaint shall declare it to the University and shall not be appointed by the University to receive or handle the case.

13. LEGAL REMEDY

- i. Everyone has the right to seek the appropriate legal remedies in a court of law.
- ii. incidents of the nature of criminal offence shall be reported to the police department. The emergency number to contact the police is (853) 999 or (853)28577577;
- iii. after the complainant reports the incident to the police or starts the legal proceedings, the University shall suspend its investigation immediately;
- iv. after the completion of the police intervention or the legal proceedings, the University may decide, given the results of the police intervention or the legal proceedings, whether or not to resume the investigation and take a corrective action.

14. EXEMPTION

- i. Program staff may request that their program be granted a specific exemption from part or all of this policy in advance of the covered program taking place. A written request and justification must be sent to the Rector 60 days prior to the commencement of the Covered Program. All exemption requests must be approved by the Executive Council.

15. ENFORCEMENT

- i. Violations of this Policy may result in the non-approval or immediate termination of a program and disciplinary actions against members of the University (up to and including termination of employment or services, as applicable), consistent with University Policy.

16. ACCOUNTABILITY

- i. All University faculty, staff, students or volunteers who interact with minors/adults at risk must report, immediately, potential violations of this policy to the Dean of the Faculty, or to the Administrator of the University. Faculty, staff, students or volunteers who fail to comply with this policy may have their program cancelled and reported to the appropriate University department. Faculty, staff, students or volunteers may face additional repercussions related to their reporting obligations under local laws as well as University policy.

Note: The right to interpret the provisions hereof rests with the Executive Council of the University.



Safeguarding Policy Reporting Form
Working with Minors/Adults at Risk
(For use by Staff, and other Complainants)

COMPLAINANT (Place a V in the appropriate box)

- Legal guardian Staff Student Witness Other

INFORMATION OF THE COMPLAINANT

Name (English): _____ (Chinese): _____

Gender: _____

Contact Number: _____ Email: _____

ID: (Place a v in the appropriate box)

- Student: (Student's ID) _____
- Staff: (Staff ID) _____
- Position: _____
- Job title: _____
- Department: _____
- Other: (ID) _____

Date(s) and time(s) of alleged incident:

Name of person/s you believe wronged you or another minor/adult at risk:

If the alleged incident was directed at a person other than you, please identify the other person:

Please describe as clearly as possible the alleged incident. (Please attach additional pages, if needed. Every page enclosed should be signed by the complainant).



Please describe how you or the person at whom the incident was directed responded or reacted to the incident, including what was said. (Please attach additional pages, if needed. Every page enclosed should be signed by the complainant).

Where did the incident occur?

Were there any witnesses? If so, please list their names.

Please provide any other information that you believe will assist the University in investigating this incident. (Please attach additional pages, if needed. Every page enclosed should be signed by the complainant).

Have you discussed the incident with someone in this University? (Place a v in the appropriate box)

No

Yes (Please provide the name/s position and contact number of the person/s)

By my signature below, I confirm that I am submitting this report in good faith and the information provided above accurately reflects my recollection of the incidents related to my complaint.

Signature

Date



NOTES:

1. The Complainant should use English or one of the official languages of Macau to complete this Report Form in order to file his or her written complaint and deliver it to the Administrator of the University in person or by registered mail. All available evidence should be submitted as attachments.
2. The complaint should be made within 30 working days after the last incident of the perceived wrong behaviour, unless there are extraordinary circumstances that prevented the complainant from doing so. Such circumstances should also be specifically explained in the complaint.
3. An anonymous report is not considered as complaint.
4. The university will notify the alleged person in writing that an allegation has been filed. The notification will also provide the details of the claims that have been made against him or her.
5. The complainant should understand that it is a violation of the Policy to file a false allegation or provide false information. Such wrongdoings will also be subject to investigation and appropriate disciplinary actions.
6. The allegation will be passed on to the Rector or the on Duty Vice-Rector (when the Rector is absent) after you submit this Reporting Form to the Administrator of the University. You may be contacted by the University any time after. The University will deliver a preliminary decision to you within 15 working days (or in due course) after the allegation is received.



Safeguarding Policy - Working with Minors/Adults at Risk Liability Waiver and Release Form

1. STATEMENTS

- 1.1 In order to create a safe and supportive environment for minors/adults at risk, who engage with our staff, students, apprentices and volunteers in the course of our work and University led activities, the University of Saint Joseph has implemented the Safeguarding Policy – Working with Minors/Adults at Risk.
- 1.2 I, hereby certify that I, the Participant’s legal representative, am at least eighteen years of age.
- 1.3 I, Participant’s legal representative am aware of the existing University Safeguarding Policy – Working with Minors/Adults at Risk and agree to abide by the rules and regulations as noted on the policy.
- 1.4 I, Participant’s legal representative, and understand and agree that no oral or written representations can or will alter the contents of this document.
- 1.5 This Liability Waiver and Release Form (the “Agreement”) is entered into as of the last signature date below, by and between University and Participant’s legal representative.

2. INFORMATION:

PARTICIPANT:

Name: (“Participant”)

Name of Participant’s Legal Representative:

Address:

Tel. number:

Dates of activity:

Location(s) of activity:

EMERGENCY CONTACT INFORMATION

Name of Activity Administrator:

Tel. number:

3. DESCRIPTION OF ACTIVITY:

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4. TERMS

- i. This Agreement is entered into as of the last signature date below, by and between the University of Saint Joseph (the ‘University’) and the Participant legal representative (legal guardian).
- ii. Participant’s legal representative acknowledges that this Agreement contains, among other provisions, the following contractual terms: an assumption of risk, a covenant not to sue, a release of the Participant’s claims, and indemnification obligations, and is fully competent and authorized to sign this Agreement.



- iii. In consideration for the University permitting Participant to engage in the activity, Participant, legal representatives, agrees as follows:

4.1 Assumption of Risk.

- i. Participant's legal representative declares that Participant is qualified, in good health, and in proper physical condition to participate in the activity;
- ii. Participant's legal representative acknowledges and understands that the activity may include but is not limited to the following:
 - a. physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (e.g., sun, wind, rain);
 - b. travel to and from the activity; and
 - c. consumption of food and/or beverage.
- iii. participant's legal representative acknowledges and understands that Participant may be exposed to certain risks that are inherent in participation in the activity. These risks may include but are not limited to such things as incidents related to the above-mentioned activities and other risks and dangers, whether known or unknown nor reasonably foreseeable;
- iv. Participant's legal representative knowingly and voluntarily, accepts, and assumes responsibility for each of the risks and dangers, that could arise out of, or occur during, Participant's engagement in the activity.

4.2 Severability/Governing Law:

- i. Participant's legal representative agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of Macao and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Agreement shall be governed by the laws of Macao, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in Macao.

4.3 Health Insurance and Consent to Medical Treatment:

- i. Should Participant require emergency medical treatment as a result of accident or illness arising during the activity, Participant's legal representative consents to such treatment. Participant's legal representative acknowledges that the University will not provide health and accident insurance for Participant, and Participant's legal representative agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

4.4 Likeness Release:

- i. Participant's legal representative authorizes the University, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of Participant, including Participant's name, image, likeness, performance, and/or voice ("recordings") for the University use and educational purposes;
- ii. Participant acknowledges that Participant is not expecting to receive compensation for participating in the Activity.

4.5 Personal Travel:

- i. Participant's legal representative understands that activities or independent travel conducted by Participant's legal representative before, during or after the activity, shall be unsupervised by the University, its agents or employees;
- ii. Participant's legal representative agrees that in the event that Participant becomes detached from the group or unable to remain with the group for any reason not within the control of the University, Participant's legal representative will bear all responsibility and costs incurred to seek out, contact and reach the group at its next available destination, or to return home.



- iii. Participant's legal representative understands that if Participant voluntarily leave the Activity for any reason, including, but not limited to, illness, Participant's legal representative will be responsible for any and all costs associated with Participant return home and that there will only be a refund, if appropriate, in accordance with the University policies.

4.6 Research:

- i. Participant's legal representative authorizes Participant to take part in the research/study and consents the University to use information/data that is obtained in connection with this study for educational or medical purposes only if such information does not identify Participant.

5. ACKNOWLEDGMENT

- i. Participant's legal representative understands the legal consequences of signing this document, including:
 - a. releasing the University and its trustees, officers, directors, employees, and agents from all liability on behalf of the Participant;
 - b. promising not to sue the University and its trustees, officers, directors, employees, and agents of any liability on behalf of the Participant; and
 - c. assuming all risks of participant's participation in this activity, including travel to, from, and during the activity.
- ii. Participant's legal representative understands that Participant's legal representative are responsible for Participant obligations and acts as described in this Agreement.
- iii. Participant's legal representative agrees to be bound by the terms of this Agreement. Participant's legal representative declares to have read this document, and is signing it freely and voluntarily.

I, Participant's legal representative have carefully read and freely signed this Liability Waiver and Release Form

Participant's legal representative Signature

Date

Author: Administrator
Approved by: Executive Council
Approved on: 4 July 2023
Operational commencement date: 4 July 2023
Access Right: Public
Version number: 001