**Reporting and Resolution Policy**

1. **Reporting and Responding to Safeguarding Concerns**
	1. The Safeguarding Committee (SGC) encourages *any person* who experiences (“Affected Party”) or becomes aware of (“Third Party-Reporter”) of a breach to the Policy to immediately report the incident to the SGC as listed on the SRU website and/or to law enforcement if the matter involves possible criminal conduct\*.

\*Offences taking place in countries outside of Singapore do not fall within the jurisdiction of the Singapore Police Force. Any incident of a criminal nature must be reported in the country that the incident occurred.

* 1. If the breach is a Misconduct as defined in Article 4 of the Unified Code, the matter will be referred for joint assessment with the Safe Sport Commission. The party that has jurisdiction and authority to investigate the matter shall be determined in accordance with paragraph 3.2 (c) of the SRU Safeguarding Policy.
	2. Incidents may be reported to SGC members via the following means:
1. Written report- email/text message direct to SGC member(s)
2. Verbal report via telephone or face to face with follow up written report
3. Submission of video evidence with follow up written report
4. **The Safeguarding Investigating Officer (SGIO)**
	1. The role of the SGIO is to:
5. Ensure safety and provide emotional support to Affected Parties of any Safeguarding incident
6. Execute formal investigation process at the request of the SGC
7. Conduct separate interviews with the Affected Parties, Third Party Reporters, Respondents and any relevant witnesses.
8. Complete investigations as quickly as possible after the Notice of Formal Investigation has been issued
9. Explain and be available to answer queries the Affected Parties or Third-Party Reporters may have with respect to reporting, responding and resolution procedures.
	1. The SGIO is expected to remain neutral and act independently of the SRU and is strictly bound by the Confidentiality agreement as listed in [Section 10]
10. **Anonymity**
	1. Reports may be made anonymously to the SGC. Anonymity means the SGC will not know the personally-identifying information of the reporter. It does not mean that the underlying information will be protected.
	2. However, an anonymous report may limit SGC’s ability to investigate and respond to a report. As such, SGC strongly encourages individuals to provide their name and contact information when reporting.
	3. Unless necessary, as determined by SGC’s investigation or resolution of a matter, SGC does not disclose a Third-Party Reporter’s personally identifying information.
	4. An Affected Party may request that personally-identifying information not be shared with a Respondent. The SGO will in consultation with the SGC, seek to honor the Affected Party’s request if it is possible to do so while also protecting the health and safety of the Affected Party and other participants of The Game.
	5. If the SGC determines an Affected Party’s request that personally-identifying information not be shared with Respondent can be honored, the SGC may take other appropriate steps designed to eliminate the reported conduct, prevent its recurrence, and remedy its effect on the Affected Party and other participants of The Game. Those steps may include offering appropriate remedial measures to the Affected Party, providing targeted training or prevention programs, and/or providing or imposing other remedies tailored to the circumstances as a form of alternative resolution.
	6. If the SGC determines it cannot honor an Affected Party’s request that personally-identifying information not be shared with the Respondent, the SGC may direct appropriate actions, which may include: (i) imposing a no contact directive or other temporary measure; (ii) initiating an investigation; and (iii) arranging, imposing, or extending any other appropriate remedial and/or protective measures.

* 1. In such cases, the SGC will make reasonable efforts to protect the privacy of the Affected Party. However, actions that may be required as part of any investigation will involve speaking with the Respondent and others who may have relevant information, in which case the Affected Party’s identity may have to be disclosed. In such cases, the SGIO will notify the Affected Party that the SGC intends to proceed with an investigation, but the Affected Party is not required to participate in the investigation or in any other actions taken by the SGC.
1. **Management of a case after a report of concern**
	1. Where a matter has been determined to be under SRU’s jurisdiction, the SGC shall:
2. Conduct preliminary assessment to establish clarity on information provided in the Incident Report Form.
3. Decide on whether to undertake formal investigation to determine whether a participant violated the policy
4. Appoint an SGIO to undertake the formal investigation
5. Notify all parties of formal investigation taking place and apply temporary measures as required. See Safe Sport Programme Handbook for details of temporary measures
6. **Preliminary Assessment**
	1. Where the SGC determines that a Preliminary Assessment is required:
7. SGC member receiving the Report of Concern will hold an interview with the Affected Party and/or Third-Party Reporter to ensure safety and provide emotional support, and establish clarity on any information provided that is unclear in the report of concern.
8. The SGC member receiving the Report of Concern shall complete an [Preliminary Assessment Report Form] for each interview conducted with either the Affected Party or Third Party Reporter
9. SGC may, at any point before resolution, impose Temporary Measures as set forth in [Safeguarding Temporary Measures]
10. **Notice of Formal Investigation**
	1. Where the SGC determines that a Formal Investigation is required:
11. SGC will inform the Affected Party and/or Third-Party Reporter, the SRU General Manager and the Respondent in writing via the [Notice of Formal Investigation Form] that a Formal Investigation is being commenced against Respondent
12. SGC may, at any point before resolution, impose Temporary Measures as set forth in [Safeguarding Temporary Measures] which shall also be clearly stated in the Notice of Formal Investigation;
13. SGC may include as a recipient of the Notice of Formal Investigation, any relevant organisation(s) who are responsible for enforcement of the measures therein.
	1. In imposing any of the Temporary Measure(s), SGC will have regard to:
14. the severity of allegations against the Respondent;
15. sufficiency of evidence against the Respondent; and
16. the risk to the community if the Temporary Measures are not applied.
17. **Investigation Procedures**
	1. The SGIO will hold separate interviews with the Affected Party, Third Party Reporter, Respondent and any relevant witnesses. These are formal interviews and all of those attending will have the right to choose, consult with and be accompanied by an advisor to provide support and advice to the parties at any meeting and/or proceedings. The advisor may be any person, including a legal representative, who is not otherwise a party or witness involved in the investigation or hearing.
	2. During the investigation, the Affected Party and Respondent will have an opportunity to submit information and relevant evidence, to identify witnesses who may have relevant information, and to submit questions that they believe should be directed by the investigator to each other or to any witness.
	3. The SGIO should aim to complete investigations as quickly as possible after the Notice of Formal Investigation has been issued. However, the time taken is determined by the complexity of the matter, the number of persons to be interviewed to be seen.
	4. During the investigation, SGC will keep all those involved aware of the timelines. Details of the investigation and the names of Affected Party, the Third-Party Reporter and the Respondent must only be disclosed on a "need to know" basis, and in a highly secure manner.
18. **Formal Investigation Report**
	1. The SGIO shall complete an [Formal Investigation Interview Record] for each interview conducted with either the Affected Party, Third Party Reporter or Respondent.
	2. Upon conclusion of interviews, the SGIO shall consolidate the [Incident Report Form], [Preliminary Assessment Report Form], [Notice of Formal Investigation], and all [Formal Investigation Interview Record] into the Formal Investigation Report to submit to SGC
19. **Resolution Process**
	1. SGC shall review the Formal Investigation Report and make a decision as to whether to:
20. Close the File
21. Proceed to Formal Resolution Procedure
	1. SGC may close a matter as a result of:
22. Insufficient evidence,
23. An Affected Party who elects not to participate in the resolution process,
24. Other factors as determined by SGC (for example, an act which almost constitutes a violation for which a written warning may be appropriate).
	1. Upon receipt of new information or evidence, or a change in circumstances, SGC may reopen the matter for further investigation
25. **Formal Resolution Procedure**
	1. Upon the decision to proceed to Formal Resolution Procedure, SCG shall convene a Safeguarding Panel.
	2. The Safeguarding Panel shall be made up of:
26. At least one member of the SGC who has not acted to complete a Preliminary Assessment or Formal Investigation (provided always that at least one of the members shall be of the same gender as the Affected Party); and
27. A Judicial Officer (as defined by the SRU Disciplinary Regulations) appointed by SRU’s Judicial Panel Chairman.
	1. The Safeguarding Panel’s role is to:
28. Establish whether sufficient evidence is presented in the Formal Investigation Report to support a finding on the balance of probabilities that a Participant violated the Policy. Refer to [Safeguarding Panel Decision Making Framework]
29. Determine whether and/or the extent to which a Participant may participate in The Game and may impose one or more sanctions.
	1. Members of the Safeguarding Panel shall not have had any personal involvement with any case or any connection with any of the parties involved in such matter and are bound by the terms of Confidentiality as stated in [Section 10]
30. **Notification of Final Decision**
	1. SGC shall notify the Affected Party, Respondent and SRU General Manager of the Decision:
31. Where there is no violation of the Policy, setting forth the reasons to Close the File and any other directions;
32. where there is a violation of the Policy, setting forth such violation(s) of the Policy, as supported by the reasons set forth in the Decision; the sanction(s) imposed against the Respondent (if applicable); and the explanation for any sanction(s) imposed.
33. **Appeals**
	1. The Respondent or SRU may appeal against the Safeguarding Panel’s Decision. If the Respondent or SRU does not make such an appeal in writing within [7] days, the Decision shall be final.
	2. The appeal to the Decision shall be in writing, sent to the SGC Chairperson and signed by the particular appellant lodging the request and shall specify the grounds of the appeal.
	3. A Respondent who is suspended under a Decision who elects to request for a Review, remains suspended under the terms of the Decision until the appeal has been dealt with or the expiry of his/her suspension whichever occurs earlier.
34. **Appeal Committee**
	1. Upon notice of the request for an appeal, the Judicial Panel Chairperson, shall appoint members to an independent Appeal Committee comprising of Judicial Officers qualified under the SRU Disciplinary Regulations.

* 1. The Appeal Committee shall determine the basis on which the appeal shall proceed. The general procedures relating to hearings before the Appeal Committee contained in the SRU Disciplinary Regulations shall apply to any matter arising under this clause.
1. **Scope & Standard of Review**
	1. It is for the appellant to establish that the Decision being challenged on review:
2. Was in error (either as to central factual findings or in law);
3. The sanction imposed was manifestly excessive or wrong in principle; and/or
4. The sanction imposed was unduly lenient.
	1. The Appeal Committee shall hear the appeal on this following basis:
5. The evidential assessment or decision involving an exercise of discretion or judgment of or by the Safeguarding Panel shall not be overturned save in circumstances where the relevant findings made are manifestly wrong; and/or
6. The evidential assessment or decision involving an exercise of discretion or judgment of or by the Safeguarding Panel shall not be overturned save in circumstances where the Safeguarding Panel applied wrong principles in the exercise of its discretion which has resulted in an erroneous decision being made.
	1. The Appeal Committee may determine that a personal hearing is not required in relation to any appeal but if it/he so wishes, the appellant always has the right to appear and make representations in all cases in person or by way of technology or alternatively he/she may make representations in writing.

* 1. The Appeal Committee shall issue its written decision with full reasons to explain its decision. The decision of the Appeal Committee will be final.
1. **Confidentiality**

**Committee Members**

* 1. All members of the SGC and Safeguarding Panel are bound by a strict confidentiality agreement that all matters relating to Safeguarding are not to be discussed or shared with external parties, unless:
* Requested by law enforcement or SportSG
* Involved in management of cases as detailed below
	1. Any breach of this confidentiality agreement by members shall result in immediate suspension from the Committee and shall be referred to the SRU Disciplinary Committee for further action and decision making according to the SRU Disciplinary Policy

 **Management of Safeguarding Cases**

* 1. SGC is committed to protecting the privacy of all individuals involved in the investigation and resolution of reported allegations.
	2. SGC will make reasonable efforts to protect the privacy of individuals involved in its process, while balancing the need to gather information to assess a report and to take steps to eliminate Prohibited Conduct.
	3. Information will be shared as necessary with SGC, witnesses, and the parties. It may also be necessary for the SGC to notify the relevant organization:

a) Of an allegation involving a Participant from that organisation;

b) If SGC implements a temporary measure;

c) Of procedural status updates; and

d) Of any sanctions.

* 1. The SGC reserves the right to notify Parent/Guardians of the Affected Party regarding any health or safety risk.
	2. Documents and/or evidence related to the response and resolution procedure must remain confidential, in that they may not be disclosed outside of the proceedings, except as may be required by law and/or authorized by SGC.

**Safeguarding Panel Decisions**

* 1. The Decision, the Formal Investigation Report and any documents and/or evidence attached thereto, including interview statements of an Affected Party, Respondent, or other witnesses; any audio recordings or transcripts of those recordings created as part of the investigative process, including any hearing transcripts are all to be administered with strict confidentiality. Violation of this provision, including by an advisor for an involved party, may constitute an Abuse of Process.
	2. Notwithstanding that the Decision is considered confidential, however, the outcome reflected in the Decision—including whether a violation was found, the nature of the Prohibited Conduct, and any sanctions imposed—is not. SGC may disclose the outcome of the matter, including the summary of decision, to those parties or organizations with a need to know so that the outcome can be properly effectuated and/or understood.
	3. Additionally, subject to the Abuse of Process (including the prohibition on identifying an Affected Party), the SGC does not impose any restrictions on an Affected Party’s or Respondent’s ability to discuss the incident, their participation in the SGC’s process, or the outcome of that process. If any person or entity misrepresents the process, the underlying facts, or the outcome of a matter, SGC reserves the right to publicly correct the record.
	4. SGC may maintain a publicly-available searchable database of Participants who have been sanctioned by or whose eligibility has in some way been restricted by SGC.