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## Front Line Defenders: Drug Free Workplace

Front Line Defenders has certified that it will maintain a drug free workplace as specified in the terms of our grant agreement with Freedom House (see below). Front Line Defenders prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in any Front Line Defenders office. The use of illegal drugs in the Front Line Defenders workplace is not compatible with our work to support and protect human rights defenders. Any employee, intern or volunteer found to have used illegal drugs in the Front Line Defenders workplace will be considered to have breached the Front Line Defenders terms and conditions and appropriate action within the remit of the said terms and conditions will be taken.

Freedom House:

### **DRUG-FREE WORKPLACE**

Front Line Defenders certifies that it will maintain a drug-free workplace as specified in the provision below:

- a) Definitions. As used in this clause,
  - 1) “Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
  - 2) “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - 3) “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of a controlled substance.
  - 4) “Drug-free workplace” means the site(s) for the performance of work done by Front Line Defenders in connection with a specific award at which employees of Front Line Defenders are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
  - 5) “Employee” means an employee of a recipient directly engaged in the performance of work under a Government award. “Directly engaged” is defined to include all direct cost employees and any other recipient employee who has other than a minimal impact or involvement in agreement performance.
  - 6) “Individual” means an offeror/recipient that has no more than one employee including the offeror/recipient
- b) Front Line Defenders, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for grants or cooperative agreements of 30 calendar days or more performance duration), or as soon as possible for grants or cooperative of less than 30 calendar days performance duration—
  - 1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

- Front Line Defenders' workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establish an on-going drug-free awareness program to inform such employees about—
    - 2.i. The dangers of drug abuse in the workplace;
    - 2.ii. Front Line Defenders' policy of maintaining a drug-free workplace;
    - 2.iii. Any available drug counselling, rehabilitation, and employee assistance programs; and
    - 2.iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 3) Provide all employees engaged in performance of the grant/cooperative agreement with a copy of the statement required by subparagraph B.1. of this clause;
  - 4) Notify such employees in writing in the statement required by subparagraph B.1. of this clause, that as a condition of continued employment on the grant/cooperative agreement, the employee will
    - 4.i. Abide by the terms of the statement; and
    - 4.ii. Notify the employer in writing of the employee's conviction under criminal statute for a violation occurring in the workplace no later than five (5) days after such conviction.
  - 5) Notify Freedom House in writing within ten (10) days after receiving notice under subdivision B.4. of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - 6) Within 30 days after receiving notice under subparagraph B.4.b. of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - 6.i. Taking appropriate personnel action against such employee, up to and including termination; or
    - 6.ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency
  - 7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs B.1. through B.6. of this clause.
- c) Front Line Defenders, if an individual, agrees by award of the grant/cooperative agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this grant/cooperative agreement.
  - d) In addition to other remedies available to the Government, Front Line Defenders' failure to comply with the requirements of paragraphs B. and C. of this clause may render Front Line Defenders subject to suspension of payments, termination of the grant for cause, and suspension and debarment.