



The 31st of May 2017

Haiti

Ref: PRO 00103320/2017/169

**Subject:** Amendment of the standard Responsible Party Agreement between the United Nations Development Programme (UNDP) and Global Emergency Relief, Recovery and Reconstruction (GER3)

Dear Mr. Greenhalgh,

Reference is made to the agreement signed between UNDP and GER3 on the 1 March 2017. Following the conversations between our two organizations, I have the pleasure to inform you that the project has been granted a no-cost extension for one month. Therefore, Article 32.2 of the agreement has been modified as follows: "Implementation Period: from 15 February 2017 to 30 June 2017".

All other terms and conditions of the agreement, with the exception of the above modifications, will remain unchanged and in effect.

Sincerely,

Yvonne Helle  
Senior Country Director  
  


Langdon Greenhalgh  
President  
Global Relief Recovery and Reconstruction  
112 N. Cameron Street  
Winchester, VA

14, rue Reimbold, Bourdon  
BP-557, Port-au-Prince, Haiti, HT6111  
<http://www.ht.undp.org>



**Feuille de route**  
 Visas pour la signature des accords, rapports, plans de travail et révisions  
 budgétaires

Date :

<b>Titre du Document :</b>	STANDARD RESPONSIBLE PARTY AGREEMENT
	Between the United Nations Development Programme ("UNDP") and Global Emergency Relief, Recovery & Reconstruction ("CSO")
<b>No et Titre de l'Award</b>	99905
<b>No et Titre De l'Output :</b>	103320


Prénom et Nom	Fonction	Visa
Barbara Calixte	Cheffe de projet	
Rita Sclarra	Cheffe d'unité	
Stephanie Ziebell	Cheffe d'unité	
MSU		
MANAGEMENT		
Commentaires :		

**STANDARD RESPONSIBLE PARTY AGREEMENT**  
**Between the United Nations Development Programme ("UNDP")**  
**and**  
**Global Emergency Relief, Recovery & Reconstruction ("CSO")**

*Empowered lives.  
Resilient nations.*



Rev: July 2015

1. Country: Haiti	
2. Name of Civil Society Organization (CSO): Global Emergency Relief, Recovery & Reconstruction incorporated under the laws of the Commonwealth of Virginia (USA) with address at 112 N Cameron Street, Winchester, VA 22601 USA	
3. Project Number and Title: 00099905 (Relèvement Post Matthew)	
4. Implementation Period: From 15 February 2017 to 15 May 2017	
5. Budget: Up to the amount of US\$ 350,000 (Three Hundred and Fifty Thousand United States Dollars)	
6. Information for CSO Bank Account into which Funds Will Be Disbursed: Beneficiary: Global Emergency Relief, Recovery & Reconstruction Account name: Global Emergency Relief, Recovery & Reconstruction Account number: 0000255958518 Bank name: Branch Banking & Trust Bank address: 115 N. Cameron Street, Winchester, VA 22601 Bank SWIFT Code: BRBTUS33 Bank Code: Routing instructions for disbursements: 051404260	
7. Notices to CSO: Name: Allisa Paivalainen Title: Director, Client Engagement Address: 20 Broadwick Street Soho, London W1F8HT, England Telephone number: +44 207 479 4833 Email: <a href="mailto:allisa.paivalainen@globalemergencygroup.com">allisa.paivalainen@globalemergencygroup.com</a>	8. Notices to UNDP: Name: Yvonne Helle Title: Senior Country Director Address: UNDP Haiti, Logbase MINUSTAH zone 5 Blvd Toussaint Louverture & Clercine 18, Port-au-Prince, Haiti Telephone number: +509 4889 5141 Email: <a href="mailto:yvonne.helle@undp.org">yvonne.helle@undp.org</a>
9. Signed for Global Emergency Relief, Recovery & Reconstruction by its Authorized Representative	
Date: _____	Signature: _____
10. Signed for the United Nations Development Programme by its Authorized Representative	
Date: 11/3/2017	Signature: 
The following documents constitute the entire Agreement (the "Agreement") between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter: • This face sheet ("Face Sheet") • Standard Terms and Conditions • Annex A – Project Document (including the Work Plan) • Annex B – CSO Technical and Financial Proposals	
If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.	

## **STANDARD TERMS AND CONDITIONS**

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP") concluded a project document (hereinafter the "Project Document") for the project named in block 3 of the Face Sheet (hereinafter the "Project");

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the "CSO"), as a responsible party to implement activities (hereinafter the "Activities") and achieve deliverables (hereinafter the "Deliverables") within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the "Work Plan");

WHEREAS UNDP and the CSO (together referred to as the "Parties" or, individually, a "Party"), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document;

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

### **1.0 Objectives and General Responsibilities of the Parties**

1.1 The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

1.2 Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

### **2.0 Financial Arrangements**

2.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

2.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

2.3 All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.

- 2.4 Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO's performance of the Activities.
- 2.5 The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written approval by, UNDP.
- 2.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 2.1 above.
- 2.7 Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.
- 3.0 Refund**
- 3.1 The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.
- 4.0 The CSO Personnel**
- 4.1 The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.
- 4.2 The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.
- 4.3 The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement
- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.
- 4.4 The CSO's decisions related to the CSO Personnel, including employment or dismissal, sexual orientation, handicapped status, or other similar factors.



## 5.0 Assignment

5.1 The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

## 6.0 Contracting

6.1 In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

## 7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

## 8.0 Equipment

8.1 Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

8.2 The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

8.3 UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

8.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

8.5 The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

8.6 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

## 9.0 Copyrights, Patents, and Other Proprietary Rights

9.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

12.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

## 12.0 Confidentiality

11.3 Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

11.2 The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

11.1 The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

## 11.0 Maintenance of Records

10.5 The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

10.4 In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and

d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;

c) Corresponding indicators, baselines, sources of data, and data collection methods;

b) Progress towards achieving the Deliverables during the reported period;

a) Activities carried out under the Agreement during the reported period;

10.3 Each report must be written in the English language and must, *inter alia*, contain information on:

10.2 The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

10.1 The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

## 10.0 Reporting

9.2 The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.



## **16.0 Security and Anti-Terrorism**

15.2 Accordingly, the CSO authorizes UNDP to deduct from the CSO's invoice any amount representing such taxes, duties or charges, unless the CSO has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the CSO to pay such taxes, duties or charges under protest. In that event, the CSO shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

15.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations' exemption from such taxes, duties or charges, the CSO shall immediately consult with UNDP to determine a mutually acceptable solution.

## **15.0 Tax Exemptions**

14.1 The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

## **14.0 Indemnity**

13.3 The CSO shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

13.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

13.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

## **13.0 Insurance and Liabilities to Third Parties**

12.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

12.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

12.2 The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement.

18.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

18.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

## **18.0 Force Majeure**

17.4 UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

17.3 The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

17.2 The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the obligations performed under this Agreement, and the operations of the CSO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

17.1 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

## **17.0 Audit and Investigations**

16.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. 16.3 The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

16.1 The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.

## **19.0 Use of the Name, Emblem and Official Seal of UNDP**

19.1 The CSO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

19.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

## **20.0 Privileges and Immunities**

20.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

## **21.0 Officials Not to Benefit**

21.1 The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

## **22.0 Observance of the Law**

22.1 The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

## **23.0 Child Labor**

23.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

## **24.0 Mines**

24.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiaries or affiliated entities (if any) nor any CSO Personnel is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

## **25.0 Sexual Exploitation**

25.1 In the performance of this Agreement, the CSO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the CSO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

25.2 The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of

27.2. If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement,

27.1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

## 27.0 Dispute Settlement

26.4. The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

26.3. If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

- 26.2. The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:
- participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
  - participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
  - offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involved in a procurement process or contract execution;
  - misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
  - engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSF, designed to establish bid prices at artificial, non-competitive levels; or
  - participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

26.1. The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

## 26.0 Conflicts of Interest; Anti-Corruption

25.3. UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such CSO Personnel.

the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.



as appropriate.

29.1 Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet.

## **29.0 Notices**

28.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

such responsibilities.

Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of

Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article. 28.6 Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. 28.5 In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs

incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement.

28.4 Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

28.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

28.2 UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

28.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

## **28.0 Termination of this Agreement**

It shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, or order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**30.0 Survival**

30.1 The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

**31.0 Other CSO Representations and Warranties**

31.1 The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

**32. Entry into Force, Duration, Extension and Modification of this Agreement**

32.1 This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 4 of the Face Sheet.

32.2 Should it become evident to the CSO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

32.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

32.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.



**REQUEST FOR INFORMATION (RFI) FROM CSO/NGO**

**1. OBJECTIVE**

This is a Request for Information (RFI) from national and/or international CSOs/NGOs for potential partnership with UNDP in delivering outputs for development projects requiring expertise and experience in the following areas:

**2. INFORMATION REQUESTED**

Interested CSOs/NGOs are requested to fill out the below questionnaire, attaching all supporting documentation where specifically requested. If you are an international NGO, please provide information and documentation relating to your permits and licenses for your local presence in this country.

Please note that attachments should be provided to support each answer to the questions. All questions must be answered directly and clearly. Extraneous information that are not directly responding to the questions will only constrain the ability of UNDP to positively assess the CSO/NGO's alignment with UNDP requirements.

All CSOs/NGOs whose information are found to be consistent with UNDP programme needs will be sent a subsequent questionnaire to enable UNDP to conduct a Capacity Assessment. Based on the results of this Capacity Assessment Checklist (CACHE), UNDP will determine if the CSO/NGO may or may not be placed on a roster, for rapid engagement when required.

A copy of the CACHE is attached for information only. Please do not submit the CACHE form at this stage.

Topic	Areas of Inquiry/ Supporting documentation	Response
1. Proscribed organizations	1. Is the CSO/NGO listed in the UN's list of proscribed organizations, UNDP Vendor Sanctions List, or indicted by the International or National Criminal Court? 2. Is the CSO/NGO banned by any other institution/governments? If, yes, please provide information regarding the institution/Government and reasons.	1. No 2. No
2. Legal status and Bank Account	1. Does the CSO/NGO have a legal capacity to operate in the legal requirements of the country to register and operate an NGO/CSO? Please provide copies of all relevant documents evidencing legality of operations.	1. GER is registered as a non-profit NGO in the USA, GER





21/2/2017 Port au Prince

### Note to the File

After the creation of 13,000 short term jobs through cash for work activities, an important quantity of debris and waste has been produced and the challenge of how to treat them remain, considering the poor conditions or inexistence of dumping sites in the area.

One of the feasible alternative is recycling in order to reduce waste and treat them properly. To start recycling activities, using materials produced by the passage of Mathew, UNDP had different meetings with different NGOs that have been collaborated with the office after the earthquake such as JP/HRO and Entrepreneurs du Monde, but none of them was working to recycle wood.

After few weeks from the passage of Mathew, an international NGO, GER, Global Emergency Group, has presented a proposal on how to recycle wood, on the base of previous experiences with UNDP Nepal and Philippines.

After different meetings, UNDP Haiti has decided that considering the lack of experience on wood recycling in Haiti, and considering the experience GER had in the past, they could be a reliable partner to start a pilot in the Grand Anse Region.

As part of the capacity assessment, by revising the entire documentation, UNDP Haiti has found out that GER has a double legal status, they are both, i) Limited Liability Company (LLC) under the name of **Global Emergency Group (GEG)**, based in Winchester, Virginia USA with a proven track record of delivering a wide range of humanitarian projects and consultancies throughout the world (including Haiti) to a wide range of humanitarian clients, website [www.globalemergencygroup.com](http://www.globalemergencygroup.com) and also ii) **Not-for-profit (501c3) organization called Global Emergency Relief, Recovery and Reconstruction (GER)**. GER was registered as a non-profit in 2016 and they are in the process of formally launching to the humanitarian community this new non-profit organization. GER is also based in Winchester, Virginia, and they have started also the process to be recognized as NGO in Haiti (Please see Annex 1) The GER website is still in beta testing but can be found at [www.ger3.org](http://www.ger3.org).

Since they have been registered only in 2016 as NGO, all the past experiences (Please see Annex 2) have been carried out by GEG, LLC. Considering the new internal policy of UNDP for NGOs, in emergencies situation, UNDP Haiti has decided to sign a contract with GER.

Yvonne Helle  
Senior Country Director

Undergoing Process of Recognition as NGO in Haiti

Annex I

Date of this notice: 11-30-2015

Employer Identification Number: 81-0690876

Form: SS-4

Number of this notice: CP 575 B

GLOBAL EMERGENCY RETIREE RECOVERY  
AND RECONSTRUCTION

PO BOX 321  
MILLWOOD, VA 22646  
For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-0690876. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-PF, Return of Private Foundation
- Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the date of the third return or notice.

Please refer to [www.irs.gov/990](http://www.irs.gov/990) for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

- Form 1120, U.S. Corporation Income Tax Return
- Form 1041, U.S. Income Tax Return for Estates and Trusts
- Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service  
PO Box 12192  
Covington, KY 41012-0192

Publication 557, Tax Exempt Status for Your Organization, has details on the application process as well as information on returns you may need to file.

Additional Information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you don't have access to the Internet, call 1-800-829-3676 (TTY/TPD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

\* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

\* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

\* Refer to this EIN on your tax-related correspondence and documents.


\* Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is GLOB. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.






Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements



Sincerely,

Annex II  
List of Previous Experiences of GER

United Nations

<a href="#">View Project</a>	Nepal	Demolition Program	2015	
<a href="#">View Project</a>	Nepal	Post Earthquake Debris Management and Demolition Program	2015	
<a href="#">View Project</a>	Nepal	Assessment of UNDP Nepal Debris Management Program	2015	
<a href="#">View Project</a>	Caribbean States	Final Evaluation of Enhancing Resilience to Reduce Vulnerability in the Caribbean	2013-2014	
<a href="#">View Project</a>	Haiti	Cash Transfer Project Review	2012	

<a href="#">View Project</a>	Sudan	Evaluation of the Sudan-Darfur Non-Food Items (NFI) Common Pipeline (CP)	2011	
<a href="#">View Project</a>	Italy	Mentor Development Training	2010	

<a href="#">View Project</a>	Panama and Peru	Humanitarian Country Team (HCT) Training Design and Facilitation	2010	 <b>OCHA</b>
<a href="#">View Project</a>	Kenya	IASC Real Time Evaluation for the Horn of Africa Crisis Kenya	2011-2012	 <b>OCHA</b>
<a href="#">View Project</a>	US	Interactive Service Mindset Training	2009	
<a href="#">View Project</a>	Global	Logistics Technical Training Strategy and Design	2009-2010	



	2015	Strategy for the Saudi Red Crescent Authority Humanitarian Emergency Aid and Response Team (Heart)	Saudi Arabia <a href="#">View Project</a>
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ADPC/Saudi Red Crescent Authority




	2013	Evaluation of the ACP-EU Natural Disaster Facility	Multiple ACP Countries (Africa, Caribbean, & Pacific)	<a href="#">View Project</a>
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EU/Conseil Sante of France

	2010	Gulf Corporation Council Disaster Center Strategy Development USA	<a href="#">View Project</a>
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The World Bank

	2008	Design & Facilitation of Shelter Coordination Workshop Switzerland	<a href="#">View Project</a>
	2008	TRIPLEX & Management Contribution Finland	<a href="#">View Project</a>

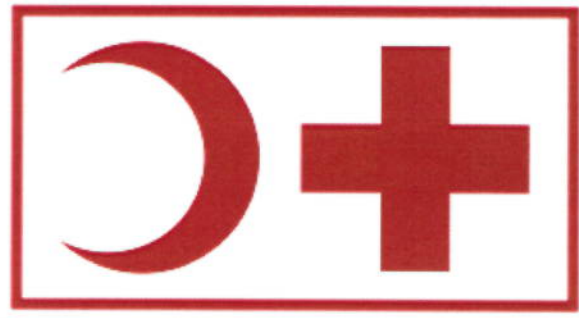
<p><a href="#">View Project</a></p>	<p>Sweden</p>	<p>Design &amp; Facilitation of Humanitarian Response and Coordination Training</p>	<p>2009 - 2011</p>	 <p>Sida</p>
<p><a href="#">View Project</a></p>	<p>DRC &amp; Syria</p>	<p>Evaluation of Sida's Humanitarian Assistance</p>	<p>2016</p>	 <p>Sida</p>
<p><a href="#">View Project</a></p>	<p>Western Algeria</p>	<p>Evaluation of Praktisk Solidaritet's Humanitarian Intervention in Refugee Camps</p>	<p>2016</p>	 <p>Sida</p>

<p><a href="#">View Project</a></p>	<p>Kenya</p>	<p>National Disaster Management Policy Review</p>	<p>2009</p>	 <p>World Vision</p>
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<p><a href="#">View Project</a></p>	<p>Global</p>	<p>Emergency Operations Center &amp; Disaster Relief Warehousing Training</p>	<p>2014</p>	
<p><a href="#">View Project</a></p>	<p>United States, Ethiopia, Colombia, &amp; Dominican Republic</p>	<p>USAID/OFDA Field Security – Design and Facilitation</p>	<p>2012 - 2013</p>	 
<p><a href="#">View Project</a></p>	<p>USA</p>	<p>USAID/OFDA Field Security – Design and Facilitation</p>	<p>2015</p>	 
<p><a href="#">View Project</a></p>	<p>USA</p>	<p>USAID/OFDA Field Security – Design and Facilitation</p>	<p>2016</p>	 


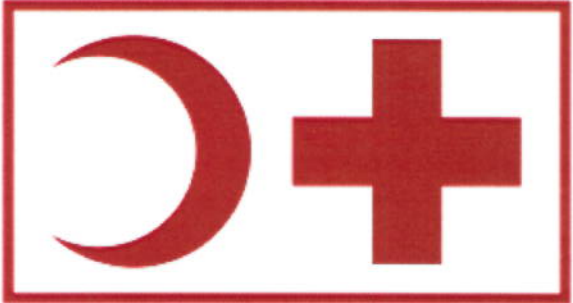



Red Cross/Red Crescent Movement

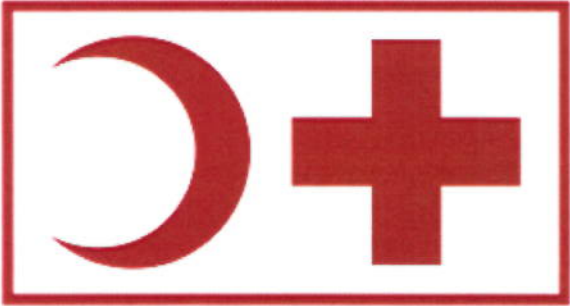




<p>2014 - 2015</p>	<p>Slow Onset Scenarios Review and Evaluation</p>	<p>Kenya, Zimbabwe, Senegal, Cameroon</p>	<p><a href="#">View Project</a></p>
<p>2014</p>	<p>Review of the Earthquake Preparedness Agenda for the Kathmandu Valley</p>	<p>Nepal</p>	<p><a href="#">View Project</a></p>
<p>2014</p>	<p>Philippines Typhoon Haiyan Real Time Evaluation</p>	<p>Philippines</p>	<p><a href="#">View Project</a></p>



	<p>2016</p> <p>Project Cycle Management (PCM) Design and Training</p>	<p>Saudi Arabia</p>	<p><a href="#">View Project</a></p>
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View Project	Southern Africa	Southern Africa Region National Societies Disaster Preparedness Review	2013	
<a href="#">View Project</a>	Tunisia	Tunisia Crisis Field Assessment and Coordination Team (FACT) Leadership	2011	
<a href="#">View Project</a>	Horn of Africa	Horn of Africa Operations Management	2011	
View Project	India, Philippines, Kuala Lumpur	Asia Pacific Zone Disaster Response Capacity Evaluation	2011	
View Project	East Africa Region	East Africa Zone National Disaster Response Team (NDRT) Training Curriculum Development	2010	

<a href="#">View Project</a>	Haiti	Haiti Relief Operations Management	2010	
View Project	Kenya, Uganda, Tanzania, Ethiopia, Rwanda, Djibouti & Somalia	East Africa Zone Regional Disaster Response Team (RDRT) Capacity Mapping Project	2009 - 2010	
View Project	Belgium, Netherlands, Luxembourg	Redesign and Facilitation of Benelux Relief ERU Training Course	2008 - 2010	
View Project	Indonesia	Indonesia Earthquake Logistics and Supply Chain Support	2009	
View Project	Myanmar and Kuala Lumpur	Evaluation of Post Cyclone Nargis Relief Items Delivery to Myanmar	2009	

<a href="#">View Project</a>	United States	International Disaster Response and Readiness Strategy & Implementation Plan	2013	
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<a href="#">View Project</a>	US	Redesign of Relief ERU Training Course	2008	
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<a href="#">View Project</a>	Italy	Field Assessment & Coordination Team (FACT) and Team Leader Training	2008	
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<a href="#">View Project</a>	Horn of Africa	Horn of Africa Food Security Logistics Response Assessment and Plan	2008 - 2009	
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<a href="#">View Project</a>	Switzerland	IFRC Disaster Services Improvement Project	2008 - 2009	
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	<p>2010-2013</p>	<p>Relief Emergency Response Unit Team Training</p>	<p>Belgium, Luxembourg, Netherlands</p>	<p><a href="#">View Project</a></p>
	<p>2009</p>	<p>Health Emergency Response Unit Evaluation</p>	<p>Canada</p>	<p><a href="#">View Project</a></p>
	<p>2011</p>	<p>Haiti Shelter Program Mid-Term Review</p>	<p>Haiti</p>	<p><a href="#">View Project</a></p>
	<p>2010</p>	<p>Relief ERU Training Facilitation</p>	<p>Haiti</p>	<p><a href="#">View Project</a></p>

<a href="#">View Project</a>	Honduras, Nicaragua	Strategy for Protecting and Building Capacities During Humanitarian Crises	2011	
<a href="#">View Project</a>	Desk Based	Strategy Learning Review – Humanitarian Response (2011 – 2015)	2016	
<a href="#">View Project</a>	Desk Based	Rapid Response Team (RRT) Review	2016	






View Project	Desk Based	Emergency Response Advisory Committee (ERAC) Review	2016	
View Project	Turkey	Syria Cross Border Program Review	2016	

<p>View Project</p>	<p>Desk Based</p>	<p>Technical Sector Review</p>	<p>2014</p>	
<p>View Project</p>	<p>Lebanon, Turkey and Jordan (Syria Regional Analysis)</p>	<p>Syria Regional Response Evaluation</p>	<p>2014</p>	

<p><a href="#">View Project</a></p>	<p>Lebanon, India &amp; USA</p>	<p>Final Evaluation of CRS' Project Saving Lives, Protecting Livelihoods: Transforming CRS Emergency Programs</p>	<p>2010-2011</p>	 <p>CATHOLIC RELIEF SERVICES</p>
<p><a href="#">View Project</a></p>	<p>Desk Based</p>	<p>Emergency Capacity Building Project Phase II Evaluation</p>	<p>2013</p>	 <p>CATHOLIC RELIEF SERVICES</p>

<p><a href="#">View Project</a></p>	<p>Canada</p>	<p>Peer Agency Review of Emergency Roster Financing</p>	<p>2013</p>	 <p>CARE</p>
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<a href="#">View Project</a>	Desk Based	Syria Crisis Humanitarian Preparedness and Response Standard Operating Procedures & Guidelines	2013	
<a href="#">View Project</a>	South Sudan	South Sudan Programme Support Services	2012	 food for the hungry
<a href="#">View Project</a>	West Africa	Disaster Communication Training Package for the West Africa Regional Office	2010-2011	
<a href="#">View Project</a>	Haiti	Hurricane Matthew Response	2016	
<a href="#">View Project</a>	USA	Humanitarian Strategy & Gap Analysis	2016	

View Project	USA	Strategic Planning Workshop	2016	
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## EVALUATION SIMPLIFIEE DES CAPACITES (SCAN) POUR UN PARTENARIAT DANS UN CONTEXTE HUMANITAIRE

### 1. Objectif

Ceci est une demande d'information pour les ONG / OSC nationales et/ou internationales dans le cadre d'un potentiel partenariat avec le PNUD pour des projets de relèvement rapide nécessitant une expertise et de l'expérience dans les domaines suivants **Valorisation des déchets organiques**.

### 2. Information Demandée

Les ONG / OSC intéressées sont invitées à remplir le questionnaire ci-dessous, en joignant toutes pièces justificatives demandées. Si vous êtes une ONG internationale, prière de fournir les informations et la documentation relative à vos permis et licences pour votre présence dans ce pays.

A noter que des pièces doivent être jointes en appui à chaque réponse afin de compléter votre dossier. Il faut répondre directement et clairement à toutes les questions car les informations extrinsèques qui ne répondent pas directement aux questions posées limiteront la capacité du PNUD à évaluer les ONG / OSC par rapport aux exigences du PNUD.

Thème	Domaines de Recherche / Documentation à l'appui	Réponse
1. Interdictions	1. L'OSC / ONG est-elle dans la liste des organisations interdites de l'ONU, Liste des fournisseurs sanctionnés par le PNUD, ou inculpée par la cour pénale internationale ou nationale ? 2. L'OSC / ONG est-elle bannie par toute autre institution / gouvernement ? Si oui, s'il vous plaît fournir des informations sur l'institution / gouvernement et les raisons.	1. Non 2. Non
2. Statut juridique, Compte bancaire et rapport d'audit	1. L'OSC / ONG est-elle légalement enregistrée ? 2. Le OSC / ONG a-t-elle un compte bancaire ? 3. L'OSC / ONG a-t-elle un rapport d'audit ? Prière de le soumettre.	1. Yes, see our attached 501c3 and EIN forms. 2. Oui Branch Banking & Trust 115 N. Cameron Street Winchester, VA 22601 Routing Number/ABA: 051404260 Swift Code: BRBTUS33 Account Number:

<p>0000255958518 Name of Organization: Global Emergency Relief, Recovery &amp; Reconstruction</p> <p>3. No, this is not available as GER3 started in 2017. However, our partner organization Global Emergency Group, has additional related information, if useful</p>	<p>1. 2016</p> <p>2. Oui</p>	<p>1. <i>Quand l'OSC / ONG a-t-elle été créée ?</i></p> <p>2. <i>L'OSC / ONG a-t-elle accès aux bénéficiaires dans la/les zone (s) touchée (s) ?</i></p>	<p>4. Partenariat préalable avec d'autres agences des Nations Unies (notamment le PNUD) ou d'autres bailleurs de fonds ou organisations internationales</p> <p>5. Activités antérieures</p>	<p>1. <i>Préable de fournir des états financiers vérifiés (des audits) de l'OSC / ONG.</i></p> <p>2. <i>Préable de fournir des états financiers vérifiés (des audits) de l'OSC / ONG.</i></p>	<p>6. Risques potentiels de conflits d'intérêts</p>
<p>1. <i>L'OSC / ONG emploie-t-elle un ou des individus qui occupent actuellement un poste au PNUD ou l'ONU ? Si oui, prière de déclarer les noms et les relations.</i></p>	<p>1. No, this is not available as GER3 started in 2017. However, our partner organization Global Emergency Group, has additional related information, if useful</p>	<p>1. <i>Quel était le budget le plus important du projet géré par l'OSC / ONG ?</i></p> <p>2. <i>Préable de fournir des états financiers vérifiés (des audits) de l'OSC / ONG.</i></p>	<p>4. Partenariat préalable avec d'autres agences des Nations Unies (notamment le PNUD) ou d'autres bailleurs de fonds ou organisations internationales</p> <p>5. Activités antérieures</p>	<p>1. <i>L'OSC / ONG emploie-t-elle un ou des individus qui occupent actuellement un poste au PNUD ou l'ONU ? Si oui, prière de déclarer les noms et les relations.</i></p>	<p>6. Risques potentiels de conflits d'intérêts</p>

3. Date de Clôture

Une évaluation simplifiée dûment complétée avec les pièces jointes demandées doit être soumise au :

Programme des Nations Unies pour le Développement

Cassandre.bechoua@undp.org  
Cassandre Bechoua

Ils doivent être reçus au plus tard le Mercredi 1er Février 2017

2. Non	2. L'OSC / ONG emploie-t-elle un ou des individus qui sont liés par le sang ou affinité à un ou des membres du personnel PNUD ou de l'ONU ? Si oui, prière de déclarer les noms et les relations.	
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Date: SEP 22 2016

Employer Identification Number: 61 0690876

DIN: 17053197326026

Contact Person: JACOB A McDONALD

ID# 31649

Contact Telephone Number: (877) 829-5500

Accounting Period Ending: December 31

Public Charity Status: 170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required: Yes

Effective Date of Exemption: November 12, 2015

Contribution Deductibility: Yes

Addendum Applies: No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[Barcode]

GLOBAL EMERGENCY RELIEF RECOVERY  
AND RECONSTRUCTION  
PO BOX 321  
MILLWOOD, VA 22646

Your Telephone Number Best Time to Call ( ) -  
DATE OF THIS NOTICE: 11-30-2015  
EMPLOYER IDENTIFICATION NUMBER: 81-0690876  
FORM: SS-4 NOBOD

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

99999999999999

CP 575 E

Keep this part for your records. CP 575 E (Rev: 7-2007)





GLOBAL EMERGENCY RELIEF, RECOVERY & RECONSTRUCTION

# High Level Summary of Project Flow & Key Assumptions

(as requested Feb 23<sup>rd</sup>, 2017)

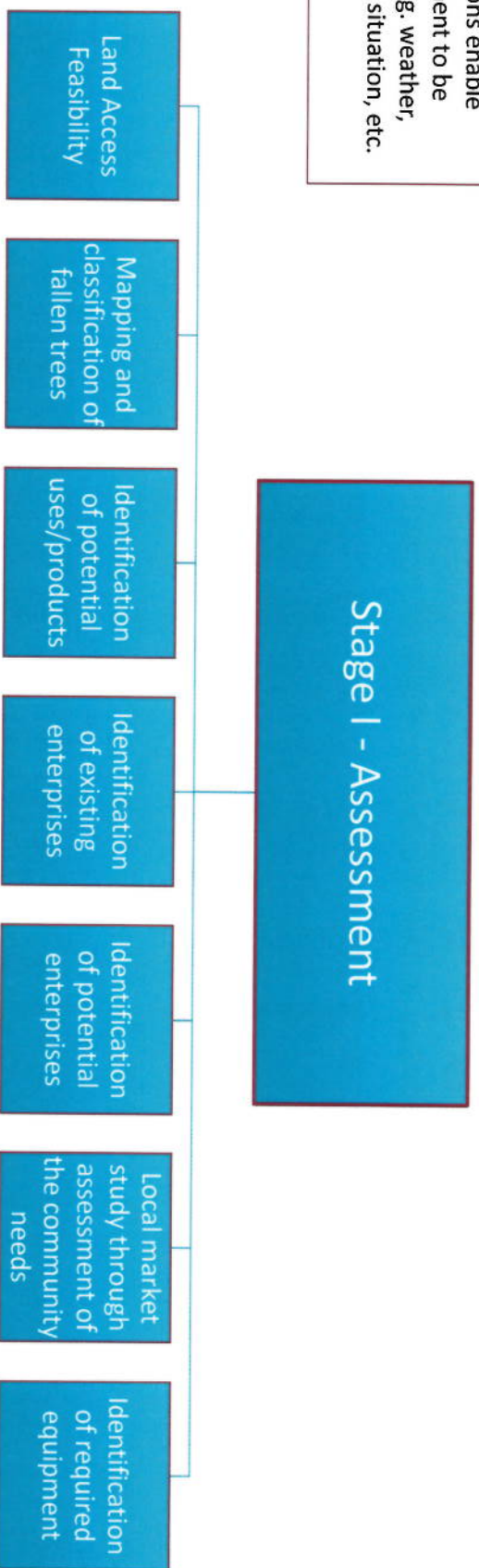


112 N. Cameron Street, Winchester, VA 22801  
T +1 540 687 7011 | info@ger3.org |  
www.ger3.org

## High Level Project Flow Overview – Stage I

### **Key Assumptions**

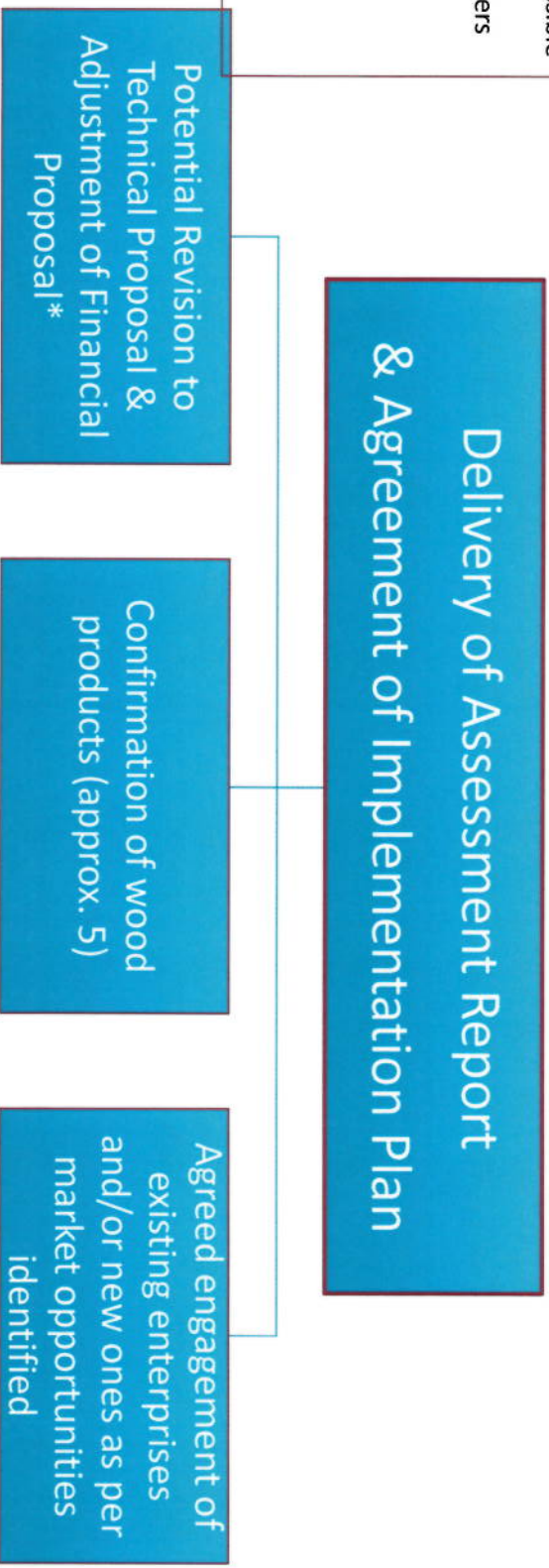
- Contract signed
- Conditions enable assessment to be done, e.g. weather, political situation, etc.



## High Level Project Flow Summary – Inception Report

### **Key Assumptions**

- Work with existing and/or new enterprises is possible given potential legal and/or social parameters in the targeted communities
- Reach agreement on project revision



\*Adjustment of line items only

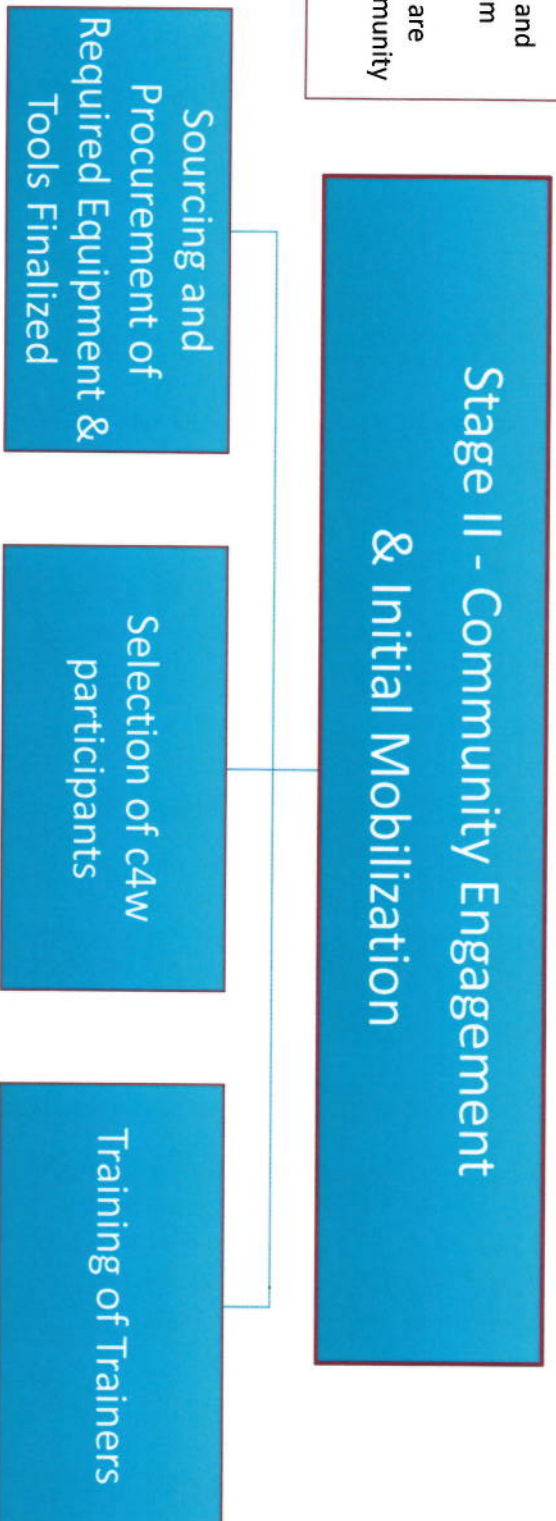




## High Level Project Flow Summary – Stage II

### **Key Assumptions**

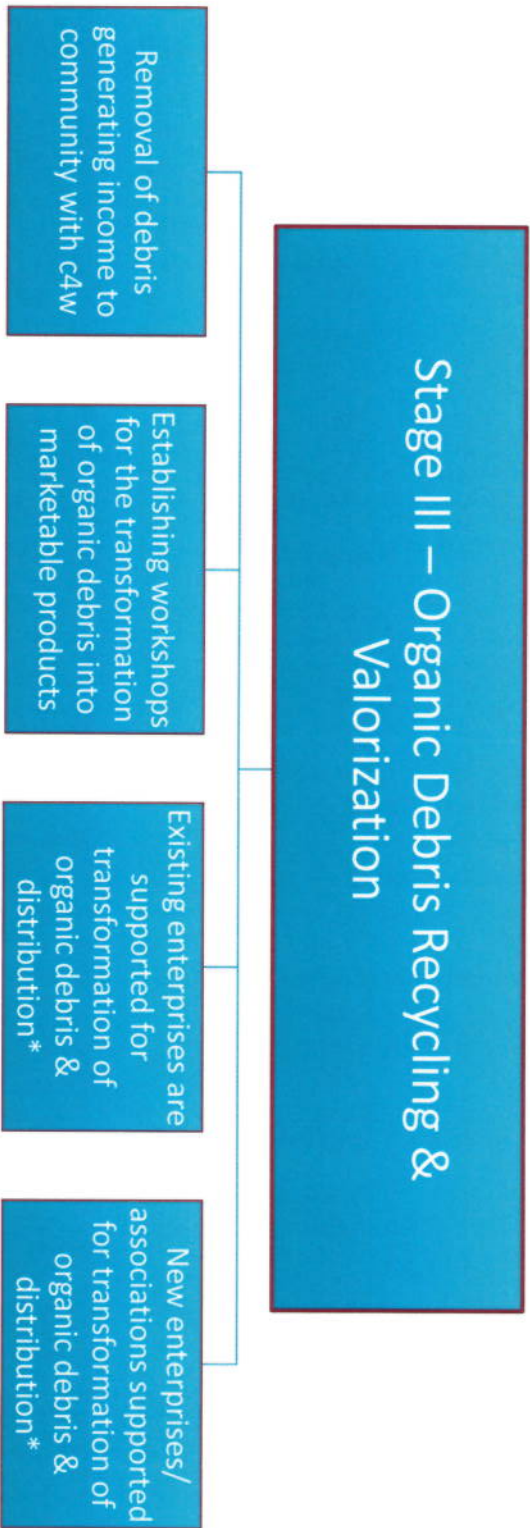
- Equipment required able to be sourced on a timely basis
- Community interest and availability in program participation
- Capable supervisors are available in the community



## High Level Project Flow Summary – Stage III

### Key Assumptions

- Support enterprises without harm to existing businesses (“Do No Harm”)
- Availability of c4w participants continues through life of project
- Short term support contributes to long term recovery and development
- Budget availability is sufficient for breadth of program activities



\*Dependent upon assessment results

**Note:** Direct c4w beneficiaries (1,750) will be distributed among the two major c4w activities – debris removal and transformation; additional direct beneficiaries (250) will be included through enterprise strengthening and development. Target beneficiary numbers to be finalized post-assessment.





## High Level Project Flow Summary – Stage IV


### **Key Assumptions**

- Partners available to participate

Stage IV – Workshop of Lessons Learned



**Request for New Implementing Agency  
(Responsible Party) ID Form**



Step 1: Please identify the Agency and Requestor Information:

Request Date	17-Apr-17	Requestor	Yvonne Helle
Agency	GER	Title	Senior Country Director
Country Office or HQ	HAITI	Contact Information	48895141
Department	Reason for Request Cette réquisition s'inscrit dans le cadre de l'accord entre le PNUD et l'ONG GFR sélectionnée pour des projets de relèvement rapide nécessitant une expertise et de l'expérience dans le domaine de la valorisation des déchets organiques.		

Step 2: Please fill the Implementing Agency Code Requesting details in this section:

Description (30 Characters)	Global Emergency Relief, Recov
Short Name (10 Characters)	GER
Effective Date	2/15/2017
Agency Type	NGO (INTL)

Step 3: This is to confirm that I have verified the above data and my signature below certifies the approval of this request (Must be approved by a Manager (level 2) or a Senior Manager):

Approver	<i>[Signature]</i>
Signature and Date	19/04/2017

**STANDARD RESPONSIBLE PARTY AGREEMENT**  
**Between the United Nations Development Programme ("UNDP")**  
**and**  
**Global Emergency Relief, Recovery & Reconstruction ("CSO")**

*Empowered lives.  
Resilient nations.*



Rev: July 2015



Empowered lives.  
Resilient nations.

1. Country: Haiti	
2. Name of Civil Society Organization (CSO): Global Emergency Relief, Recovery & Reconstruction incorporated under the laws of the Commonwealth of Virginia (USA) with address at 112 N Cameron Street, Winchester, VA 22601 USA	
3. Project Number and Title: 00099905 (Relèvement Post Matthew)	
4. Implementation Period: From 15 February 2017 to 15 May 2017	
5. Budget: Up to the amount of US\$ 350,000 (Three Hundred and Fifty Thousand United States Dollars)	
6. Information for CSO Bank Account into Which Funds Will Be Disbursed: Beneficiary: Global Emergency Relief, Recovery & Reconstruction Account name: Global Emergency Relief, Recovery & Reconstruction Account number: 0002555958518 Bank name: Branch Banking & Trust Bank address: 115 N. Cameron Street, Winchester, VA 22601 Bank SWIFT Code: BRBTUS33 Bank Code: Routing instructions for disbursements: 051404260	
7. Notices to CSO: Name: Ailisa Paivalainen Title: Director, Client Engagement Address: 20 Broadwick Street Soho, London W1F8HT, England Telephone number: +44 207 479 4833 Email: <a href="mailto:ailisa.paivalainen@globalemergencygroup.com">ailisa.paivalainen@globalemergencygroup.com</a>	8. Notices to UNDP: Name: Yvonne Helle Title: Senior Country Director Address: UNDP Haiti, Logbase MINUSTAH zone 5 Blvd Toussaint Louverture & Clercine 18, Port-au-Prince, Haiti Telephone number: +509 4889 5141 Email: <a href="mailto:yvonne.helle@undp.org">yvonne.helle@undp.org</a>
9. Signed for Global Emergency Relief, Recovery & Reconstruction by its Authorized Representative	
Date: _____ Signature: _____	
10. Signed for the United Nations Development Programme by its Authorized Representative	
Date: 11/3/2017 Signature:	
The following documents constitute the entire Agreement (the "Agreement") between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter: • This face sheet ("Face Sheet") • Standard Terms and Conditions • Annex A – Project Document (including the Work Plan) • Annex B – CSO Technical and Financial Proposals If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.	

## **STANDARD TERMS AND CONDITIONS**

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP") concluded a project document (hereinafter the "Project Document") for the project named in block 3 of the Face Sheet (hereinafter the "Project");

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the "CSO"), as a responsible party to implement activities (hereinafter the "Activities") and achieve deliverables (hereinafter the "Deliverables") within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the "Work Plan");

WHEREAS UNDP and the CSO (together referred to as the "Parties" or, individually, a "Party"), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document;

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

### **1.0 Objectives and General Responsibilities of the Parties**

1.1 The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

1.2 Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

### **2.0 Financial Arrangements**

2.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

2.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

2.3 All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.



4.4 The CSO's decisions related to the CSO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

(c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.

(b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and

(a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;

4.3 The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement:

4.2 The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

4.1 The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

**4.0 The CSO Personnel**

3.1 The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.

**3.0 Refund**

2.7 Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.  
amount referred to in paragraph 2.1 above.

2.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum approval by UNDP.

2.5 The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written

2.4 Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO's performance of the Activities.

**5.0 Assignment**

5.1 The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

**6.0 Contracting**

6.1 In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

**7.0 Procurement**

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

**8.0 Equipment**

8.1 Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

8.2 The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

8.3 UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

8.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

8.5 The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

8.6 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

**9.0 Copyrights, Patents, and Other Proprietary Rights**

9.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

1.2.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

## 12.0 Confidentiality

11.3 Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

11.2 The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

11.1 The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

## 11.0 Maintenance of Records

10.5 The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

10.4 In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and

d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;

c) Corresponding indicators, baselines, sources of data, and data collection methods;

b) Progress towards achieving the Deliverables during the reported period;

a) Activities carried out under the Agreement during the reported period;

10.3 Each report must be written in the English language and must, *inter alia*, contain information on:

10.2 The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

10.1 The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

## 10.0 Reporting

9.2 The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

## **16.0 Security and Anti-Terrorism**

15.2 Accordingly, the CSO authorizes UNDP to deduct from the CSO's invoice any amount representing such taxes, duties or charges, unless the CSO has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the CSO to pay such taxes, duties or charges under protest. In that event, the CSO shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

15.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations' exemption from such taxes, duties or charges, the CSO shall immediately consult with UNDP to determine a mutually acceptable solution.

## **15.0 Tax Exemptions**

14.1 The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property, or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

## **14.0 Indemnity**

13.3 The CSO shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

13.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

13.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

## **13.0 Insurance and Liabilities to Third Parties**

12.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

12.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

12.2 The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement.

18.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

18.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

## **18.0 Force Majeure**

17.4 UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

17.3 The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

17.2 The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the obligations performed under this Agreement, and the operations of the CSO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

17.1 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

## **17.0 Audit and Investigations**

16.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. 16.3 The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

16.1 The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.



## **19.0 Use of the Name, Emblem and Official Seal of UNDP**

19.1 The CSO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

19.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

## **20.0 Privileges and Immunities**

20.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

## **21.0 Officials Not to Benefit**

21.1 The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

## **22.0 Observance of the Law**

22.1 The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

## **23.0 Child Labor**

23.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

## **24.0 Mines**

24.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiaries or affiliated entities (if any) nor any CSO Personnel is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

## **25.0 Sexual Exploitation**

25.1 In the performance of this Agreement, the CSO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse," in particular, the CSO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

25.2 The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of

27.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement,

27.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

## 27.0 Dispute Settlement

26.4 The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

26.3 If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

- 26.2 The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:
- participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
  - participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
  - offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involved in a procurement process or contract execution;
  - misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
  - engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
  - participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

26.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

## 26.0 Conflicts of Interest: Anti-Corruption

25.3 UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such CSO Personnel.

25.2 The Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.

29.1 Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet, as appropriate.

## **29.0 Notices**

28.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

28.5 In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article. 28.6 Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

28.4 Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

28.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

28.2 UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

28.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

## **28.0 Termination of this Agreement**

It shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**30.0 Survival**

30.1 The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

**31.0 Other CSO Representations and Warranties**

31.1 The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

**32. Entry into Force, Duration, Extension and Modification of this Agreement**

32.1 This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the implementation Period end date indicated in block 4 of the Face Sheet.

32.2 Should it become evident to the CSO during the implementation of the Activities that an extension beyond the implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

32.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

32.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.



## REQUEST FOR INFORMATION (RFI) FROM CSO/NGO

### 1. OBJECTIVE

This is a Request for Information (RFI) from national and/or international CSOs/NGOs for potential partnership with UNDP in delivering outputs for development projects requiring expertise and experience in the following areas:

### 2. INFORMATION REQUESTED

Interested CSOs/NGOs are requested to fill out the below questionnaire, attaching all supporting documentation where specifically requested. If you are an international NGO, please provide information and documentation relating to your permits and licenses for your local presence in this country.

Please note that attachments should be provided to support each answer to the questions. All questions must be answered directly and clearly. Extraneous information that are not directly responding to the questions will only constrain the ability of UNDP to positively assess the CSO/NGO's alignment with UNDP requirements.

All CSOs/NGOs whose information are found to be consistent with UNDP programme needs will be sent a subsequent questionnaire to enable UNDP to conduct a Capacity Assessment. Based on the results of this Capacity Assessment Checklist (CACHE), UNDP will determine if the CSO/NGO may or may not be placed on a roster, for rapid engagement when required.

A copy of the CACHE is attached for information only. Please do not submit the CACHE form at this stage.

Topic	Areas of Inquiry/ Supporting documentation	Response
1. Proscribed organization	1. Is the CSO/NGO listed in the UN's list of proscribed organizations, UNDP Vendor Sanctions List, or indicted by the International or National Criminal Court?	1. No
2. Legal status and Bank Account	2. Is the CSO/NGO banned by any other institution/governments? If, yes, please provide information regarding the institution/Government and reasons. 1. Does the CSO/NGO have a legal capacity to operate in the UNDP programme country, and does it comply with the legal requirements of the country to register and operate an NGO/CSO? Please provide copies of all relevant documents evidencing legality of operations.	1. GER is registered as a non-profit NGO in the USA, GER





**GLOBAL EMERGENCY RELIEF, RECOVERY & RECONSTRUCTION**

# High Level Summary of Project Flow & Key Assumptions

(as requested Feb 23<sup>rd</sup>, 2017)

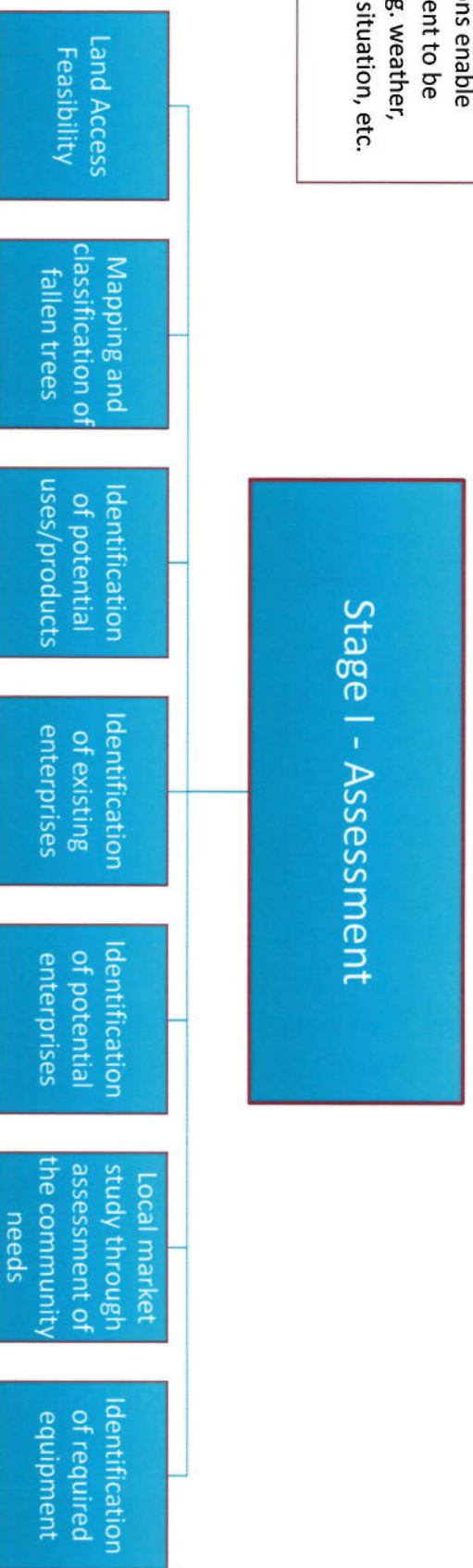


112 N. Cameron Street, Winchester, VA 22601  
T -1 540 687 7011 | info@ger3.org |  
www.ger3.org

## High Level Project Flow Overview – Stage I

### Key Assumptions

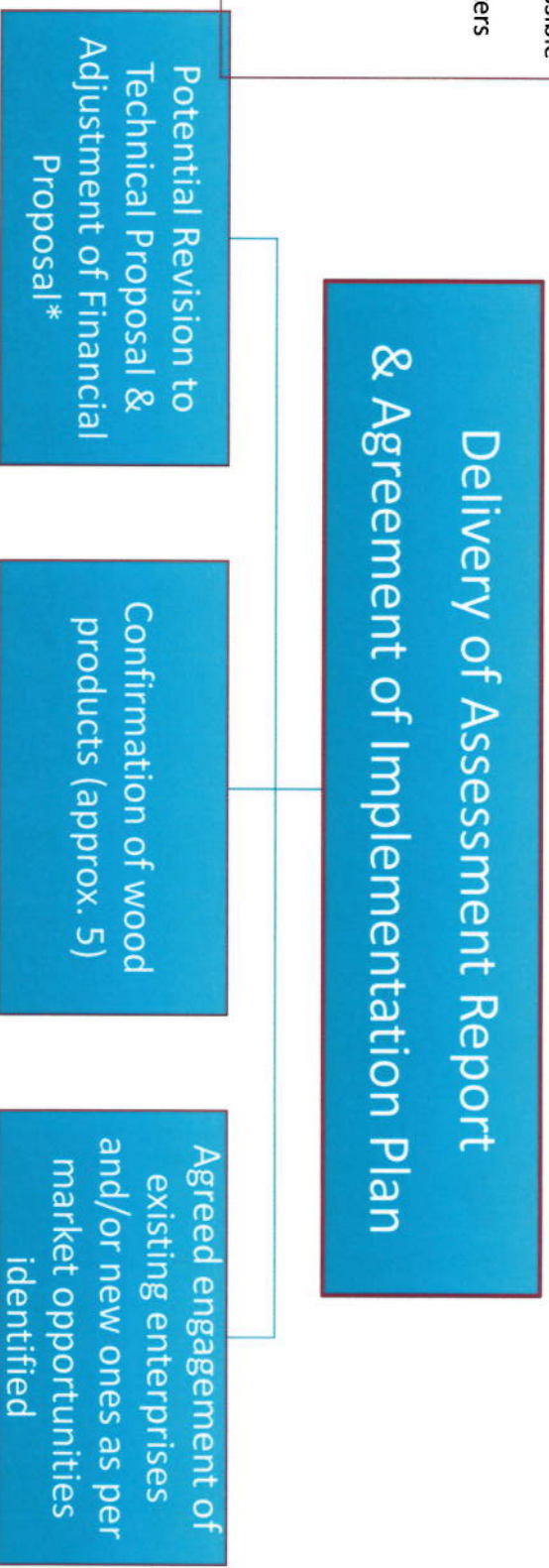
- Contract signed
- Conditions enable assessment to be done, e.g. weather, political situation, etc.



## High Level Project Flow Summary – Inception Report

### Key Assumptions

- Work with existing and/or new enterprises is possible given potential legal and/or social parameters in the targeted communities
- Reach agreement on project revision



\*Adjustment of line items only

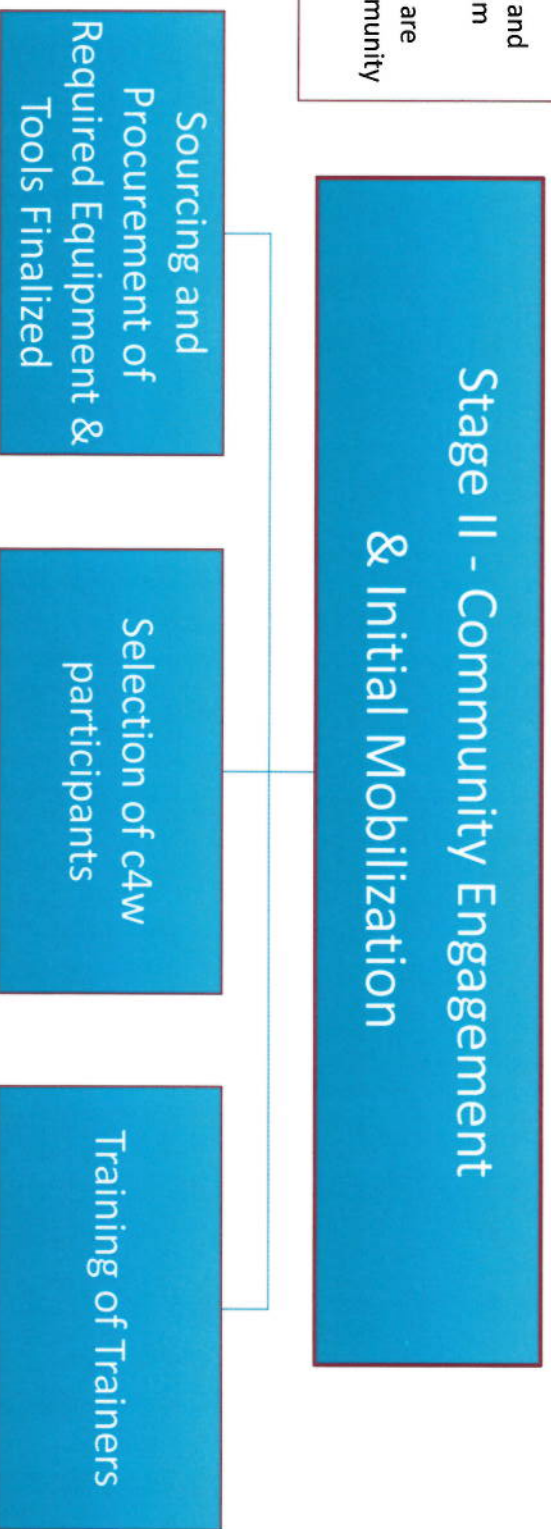




## High Level Project Flow Summary – Stage II

### **Key Assumptions**

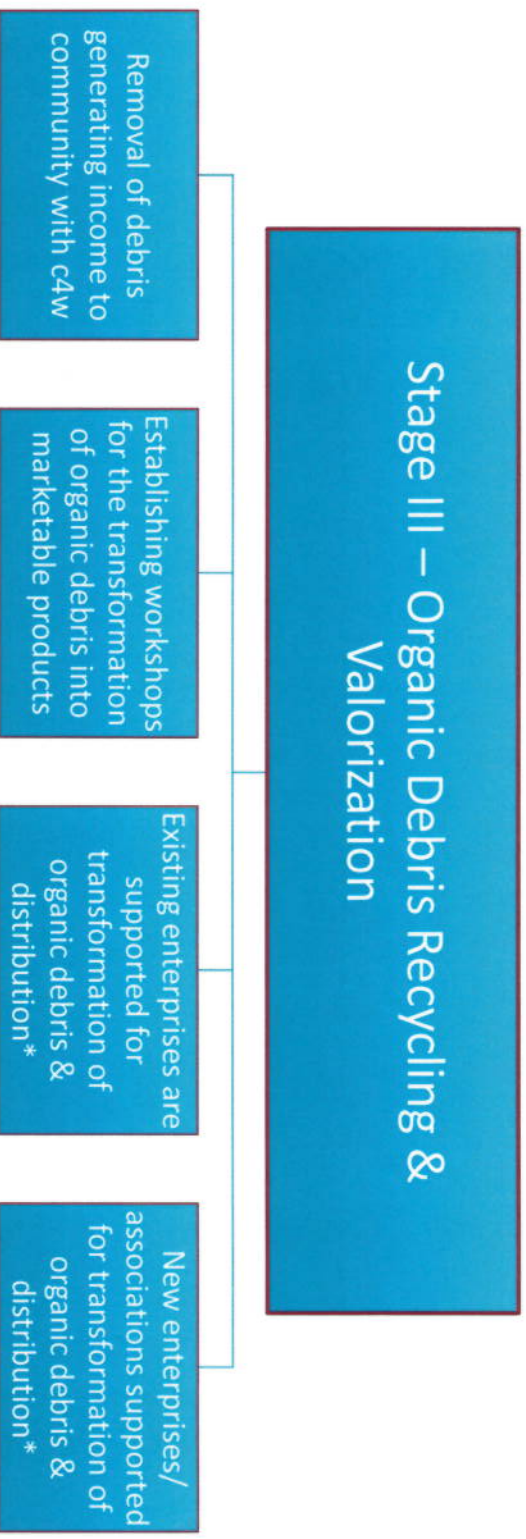
- Equipment required able to be sourced on a timely basis
- Community interest and availability in program participation
- Capable supervisors are available in the community



## High Level Project Flow Summary – Stage III

### Key Assumptions

- Support enterprises without harm to existing businesses (“Do No Harm”)
- Availability of c4w participants continues through life of project
- Short term support contributes to long term recovery and development
- Budget availability is sufficient for breadth of program activities



\*Dependent upon assessment results

**Note:** Direct c4w beneficiaries (1,750) will be distributed among the two major c4w activities – debris removal and transformation; additional direct beneficiaries (250) will be included through enterprise strengthening and development. Target beneficiary numbers to be finalized post-assessment.





## High Level Project Flow Summary – Stage IV

### **Key Assumptions**

- Partners available to participate

Stage IV – Workshop of Lessons Learned





## EVALUATION SIMPLIFIEE DES CAPACITES (SCAN) POUR UN PARTENARIAT DANS UN CONTEXTE HUMANITAIRE

### 1. Objectif

Ceci est une demande d'information pour les ONG / OSC nationales et/ou internationales dans le cadre d'un potentiel partenariat avec le PNUD pour des projets de relèvement rapide nécessitant une expertise et de l'expérience dans les domaines suivants **Valorisation des déchets organiques**.

### 2. Information Demandée

Les ONG / OSC intéressées sont invitées à remplir le questionnaire ci-dessous, en joignant toutes pièces justificatives demandées. Si vous êtes une ONG internationale, prière de fournir les informations et la documentation relative à vos permis et licences pour votre présence dans ce pays.

A noter que des pièces doivent être jointes en appui à chaque réponse afin de compléter votre dossier. Il faut répondre directement et clairement à toutes les questions car les informations extrinsèques qui ne répondent pas directement aux questions posées limiteront la capacité du PNUD à évaluer les ONG / OSC par rapport aux exigences du PNUD.

Thème	Domaines de Recherche / Documentation à l'appui	Réponse
1. Interdictions	<p>1. L'OSC / ONG est-elle dans la liste des organisations interdites de l'ONU, Liste des fournisseurs sanctionnés par le PNUD, ou inculpée par la cour pénale internationale ou nationale ?</p> <p>2. L'OSC / ONG est-elle bannie par toute autre institution / gouvernement ? Si oui, s'il vous plaît fournir des informations sur l'institution / gouvernement et les raisons.</p>	1. Non
2. Statut juridique, Compte bancaire et rapport d'audit	<p>1. L'OSC / ONG est-elle légalement enregistrée ?</p> <p>2. Le OSC / ONG a-t-elle un compte bancaire ?</p> <p>3. L'OSC / ONG a-t-elle un rapport d'audit ? Prière de le soumettre.</p>	<p>1. Yes, see our attached 501c3 and EIN forms.</p> <p>2. Oui</p> <p>Branch Banking &amp; Trust 115 N. Cameron Street Winchester, VA 22601</p> <p>Routing Number/ABA: 051404260 Swift Code: BRBTUS33 Account Number:</p>

<p>0000255958518 Name of Organization: Global Emergency Relief, Recovery &amp; Reconstruction</p>	<p>3. No, this is not available as GER3 started in 2017. However, our partner organization Global Emergency Group, has additional related information, if useful</p>	<p>3. Date de création et accès</p>
<p>1. 2016</p>	<p>1. <i>Quand l'OSC / ONG a-t-elle été créée ?</i></p>	<p>4. Partenariat préalable avec d'autres agences des Nations Unies (notamment le PNUD) ou d'autres bailleurs de fonds ou organisations internationales</p>
<p>2. Oui</p>	<p>2. <i>L'OSC / ONG a-t-elle accès aux bénéficiaires dans la/les zone (s) touchée (s) ?</i></p>	<p>5. Activités antérieures</p>
<p>1. No, this is not available as GER3 started in 2017. However, our partner organization Global Emergency Group, has additional related information, if useful</p>	<p>1. <i>L'OSC / ONG a-t-elle reçu des projets d'une entité des Nations Unies, ou d'un donateur du système international ?</i> <i>Prrière de soumettre la liste.</i></p>	<p>6. Risques potentiels de conflits d'intérêts</p>
<p>1. No, this is not available as GER3 started in 2017. However, our partner organization Global Emergency Group, has additional related information, if useful</p>	<p>1. <i>Quel était le budget le plus important du projet géré par l'OSC / ONG ?</i> <i>(des audits) de l'OSC / ONG.</i></p> <p>2. <i>Prrière de fournir des états financiers vérifiés</i></p>	<p>1. <i>L'OSC / ONG emploie-t-elle un ou des individus qui occupent actuellement un poste au PNUD ou l'ONU ? Si oui, prière de déclarer les noms et les relations.</i></p>

3. Date de Clôture

Une évaluation simplifiée dûment complétée avec les pièces jointes demandées doit être soumise au :

Programme des Nations Unies pour le Développement

Cassandre.bechoua@undp.org  
Cassandre Bechoua

Ils doivent être reçus au plus tard le Mercredi 1er Février 2017

2. Non	<p>2. L'OSC / ONG emploie-t-elle un ou des individus qui sont liés par le sang ou affinité à un ou des membres du personnel PNUD ou de l'ONU ? Si oui, prière de déclarer les noms et les relations.</p>	
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Date: SEP 27 2016

GLOBAL EMERGENCY RELIEF RECOVERY &

RECONSTRUCTION

PO BOX 321

WILMINGTON, VA 22646

Employer Identification Number:

81 0690876

DLN:

1705197316026

Contact Person:

JACOB A MCDONALD

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N required:

Yes

Effective Date of Exemption:

November 12, 2015

Contribution Deductibility:

Yes

Addendum Applies:

No

ID# 31649

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.



Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements



Sincerely,



Date of this notice: 11-30-2015

Employer Identification Number:  
81-0690876

Form: SS-4

Number of this notice: CP 575 E

GLOBAL EMERGENCY RELIEF RECOVERY  
AND RECONSTRUCTION

For assistance you may call us at:  
1-800-829-4933

PO BOX 321  
MILLWOOD, VA 22646

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-0690876. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-BF, Return of Private Foundation
- Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to [www.irs.gov/990](http://www.irs.gov/990) for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

- Form 1120, U.S. Corporation Income Tax Return
- Form 1041, U.S. Income Tax Return for Estates and Trusts
- Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service  
PO Box 12192  
Covington, KY 41012-0192

Publication 557, Tax-Exempt Status for Your Organization, has details on the application process as well as information on returns you may need to file.

Additional Information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you don't have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is GLOB. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[Barcode]

GLOBAL EMERGENCY RELIEF RECOVERY  
AND RECONSTRUCTION  
PO BOX 321  
MILLWOOD, VA 22646

Your Telephone Number Best Time to Call \_\_\_\_\_  
( ) - \_\_\_\_\_  
DATE OF THIS NOTICE: 11-30-2015  
EMPLOYER IDENTIFICATION NUMBER: 81-0690876  
FORM: SS-4  
NOBOD

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

99999999999999

CP 575 E

Keep this part for your records. CP 575 E (Rev. 7-2007)