

11/5/2023

SOP for Accessing Services from ERC

Version 2

Requesting Process

All humanitarian organizations wishing to deliver cargo to Gaza through the Egyptian Red Crescent Society (ERC) are expected to submit a formal request, regardless of the port of entry or the format in which cargo is handed over to the ERC.

- All incoming requests should be submitted at **minimum 15 days in advance** of intended cargo arrival.
- Cargo movement requests must:
 - Be submitted in the official excel format.
 - Sent to the official email address: gaza.ops@egyptianrc.org
- Emails with cargo movement request should also contain:
 - Copy of the packing list including the expiry date for items.
 - Total Invoice Price of the items in the request.
 - Number of pallets.
 - Pallet dimensions.
 - Total weight and volume of the full consignment.
 - Special handling instruction (Temp control)
 - The intended port of entry to ERC (Arrival at Al Arish airport, road).
 - the ultimate final consignee in Gaza.

Important parts of the cargo request process:

- ERC reserves the right to decline a cargo request.
- Prior to any cargo delivery, partners must have a duly completed MoU with ERC, whether or not the partner is registered in Egypt.
- Partners should not attempt to deliver or procure items until those specific items have been approved by the ERC.
- For handover cargo to ERC, partners are required to submit donation certificate, certificate of origin, commercial invoice and packing list.
- All partners are to comply with the above instructions.

Customs Clearance Process:

Registered UN Agencies and Registered NGOs:

For cargo Arriving to Al Arish

- Registered NGOs may ship cargo through Al Arish, but must follow the normal notification process for incoming flights, and must following the prior established hand over process.
- ERC should be the listed as the consignee for all cargo arriving to Al Arish airport. The consignee address for ERC is as follows:

Egyptian Red Crescent (ERC) HQ
Abd El Razak El Sanhoury St.,
Nasr City, Cairo, 11371 Egypt
Telephone: +(20) 2 25985555
FAX:+ (20) 2 23492098 / 23492107
E-Mail: erc@egyptianrc.org
P.O.B: 7516

For cargo Arriving to other ports of entry:

- Wherever possible, all UN Agencies and Non-Governmental Organizations (NGOs) should import cargo through any port of entry other than Al Arish using the normal customs clearance process established by the Egyptian Authorities.
- Importing agencies will be expected to act as their own consignee or consign to another humanitarian organization already registered in Egypt.
- Fully cleared cargo intended for onward movement to Gaza should be donated to the ERC at the agreed upon locations, dates, and quantities. Each donating NGO or UN Agency will be expected to follow the official donation process with ERC, including completion of an official MoU with the ERC.
- Cargo may be brought into Egypt as bonded “in-transit” cargo; however, all cargo will have to be fully cleared to donate to the ERC. There are no facilities or capacity to discharge in-transit cargo at the Egypt/Gaza border!

Unregistered NGO Partners

- Before planning to import a MoU with ERC must be signed.
- Prior to shipping any humanitarian cargo, unregistered NGOs must obtain an “Acceptance Letter” and VAT exemption from the Egyptian Ministry of Solidarity. The process of obtaining an “Acceptance Letter” will be handled by the ERC. To facilitate this process, partners will need to submit the following documents to the ERC:
 - Packing List
 - Donation certificate
 - Invoice/PFI
 - Quality Check document
 - Certificate of Origin

Only after the “Acceptance Letter” is received can cargo be shipped, using ERC as the consignee. Unregistered NGOs can only ship to Al Arish at this time.

Cargo Delivery

For Cargo Arriving by air:

- 5-day in advance notice must be provided to ERC for all cargo flights arriving via air to Al Arish.
- Landing permits are the sole responsibility of the sending organization, as are any related clearance requirements through the government of Egypt.
- When submitting cargo movement request for items arriving by air, the cargo movement request must match the full load plan of the aircraft.

For Cargo arriving by road:

- 3 days advanced notice must be given for all cargo items arriving on trucks arranged by the sending agency.
- The advanced notice must include the names of the driver, their driving license and the vehicle license (please ensure the Driver has security clearance and no criminal record)
- Senders should provide detailed vehicle and trailer register plate numbers, and a packing list for the contents.
- All cargo must be transported on flat bed/open top trucks/trailers only.
- Cargo cannot be shipped unless it has been legally donated to the ERC using the formal MoU process.

- All cargo should be delivered palletized (see palletization requirements below) with the packing list attached to the physical cargo.

For cargo delivered directly to Rafah border:

- All privately managed vehicles destined for delivery directly to Rafah must still go through the request/approval process prior to moving the cargo.

Directly to ERC storage facility:

- All requests for delivery to and access to ERC warehouses must be made through the ERC email focal point: gaza.ops@egyptianrc.org
- All cargo items arriving to ERC storage facilities should have packing lists attached to the cargo on pallets, matching the content of the delivered items.

Cargo Requirements

Palletization:

- All cargo items must be palletized and shrink wrapped.
- Each pallet must be clearly marked with:
 - Agency name (and recipient agency if different than sender).
 - Consignment/tracking number.
 - Package relevant info (Pallet 1 of X).
 - Branding and stickers are highly advisable as well.
 - If consignments are small volume, or may be split up for any reason, it is highly advisable that individual boxes be marked as well.
- To comply with scanning and handling requirements, each pallet should be built to the following specification:
 - Pallet size: maximum 120cm width x 120cm length with maximum height of 130 cm
 - Maximum weight per pallet 750 kg.
 - Each pallet should be wrapped 4 layers of shrink plastic wrap, and should be secured with plastic binding.

Forbidden goods/dual use Items:

- Shipments must comply with prevailing regulations of both the Egyptian Authorities, and with the denied list of goods/dual use items established by Israel. A full list of denied items is attached as an annex to this file.

Memorandum of Understanding

Between

Egyptian Red Crescent Society

And

.....

hereinafter referred to as 'Party' and 'Parties'

(Cooperation name)

Cairo; It's on **xxxxx** 2023 this contract is entered into between both this party:

First: The Egyptian Red Crescent Society ERCS, , represented in this contract by the Executive Director of the Society, Dr. Ramy El-Nazer Executive Director of the Egyptian Red Crescent Society, whose address is 33 Abdel Razeq El Sanhoury Street, off Makram Ebeid Street - in front of the Child Garden - next to the World Health Organization - Nasr City – Cairo.

(first party)

Second:, represented in this contract by the Executive of the, whose address is Street.

(second party)

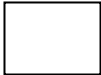
Preamble

- 1.1. Whereas
- 1.2. This Memorandum of Understanding (hereinafter referred to as 'MoU') is between the Egyptian Red Crescent Society (hereinafter referred to as 'ERCS') and (the other party name) (hereinafter referred to as) concerning support for and implementation of the from (Starting date) to (end date) (hereinafter referred to as 'the Cooperation').
- 1.3. Cooperation Document or Concept Note (Annex A), Budget (Annex B) are an integral part of this MoU.
- 1.4. Parties consider the Fundamental Principles and Statutes of the International Red Cross and Red Crescent Movement, the decisions of the General Assembly of the Federation, the resolutions of the International Conference and the Council of Delegates (including the 2005 Supplementary measures to enhance the implementation of the Seville Agreement), to be applicable in all circumstances. The Federation’s Development Policy, Development Cooperation Policy, and 2005 Policy on the protection of integrity of National Societies and bodies of the International Federation as revised in 2009 shall apply to this MoU and should be respected by Parties. Furthermore, the Code of Conduct for the International Federation of Red Cross /Red Crescent Societies is applicable to the Parties.
- 1.5. The anti-corruption policy of applies to Parties and forms a part of this MoU (Annex C).
- 1.6. Parties recognize that the funding for the Cooperation (that is: the period of this MoU) is fully covered by
- 1.7. In case other donors provide additional financial support to the Cooperation, their conditions will also be followed.

2. Purpose

2.1 This MoU expresses the mutual effort of Parties to achieve the goal and objectives set by the Cooperation as stated below in article 4. Therefore, Parties agree that the overall purpose of this MoU is to clarify the cooperation and to enhance the services provided between Parties in a manner that does not violate Egyptian laws

3. Background



- 3.1
 - (Provide a brief situational analysis related to the Cooperation scope of work)
 - (Write the aim of the Cooperation, the end goal and interrelated goals if any)
 - (Describe the possible engagement with local communities and expert organizations if needed)

4. Cooperation goal, objectives and expected results

- 4.1 Parties agree that the goal of this Cooperation is.....
- 4.2 The specific objectives of the Cooperation and expected results defined in the Cooperation Document form an integral part of this MoU.
- 4.3 The overall Cooperation budget will not exceed (.....). The Budget will be transferred to the bank account mentioned in Article 6.3.1, as follows: The payment of the Budget (amount) shall be transferred after signing of this MoU.

5. Term of the MoU and rights and responsibilities before and after

- 5.1 This MoU will take effect on (starting date) and shall remain in full force and effect until (ending date) (hereinafter referred to as 'Term'), unless terminated in accordance with article 9 of the MoU.
- 5.2 Any expenditure incurred after the Term cannot be considered for reimbursement by (second party). If expenditure has been incurred before the starting date of this MoU, this expenditure will be managed in accordance with the procedures as set out in this MoU.
- 5.3 Termination of this MoU will not affect the responsibilities, rights and obligations from either Party which are expressly or impliedly intended to remain in force after such termination, including, but not limited to, those related to document storage (as mentioned in article 6.3.3) and reporting (as mentioned in article 6.5).

6. Responsibilities of ERCS

6.1 ERCS is responsible for the overall implementation of the cooperation. More specifically ERCS agrees to:

6.2 Staff

- 6.2.1 Provide sufficient human resource capacity by employing adequate, qualified staff and volunteers at the Headquarters of the ERCS and/or at branch level.
- 6.2.2 Identify a contact at the Headquarters of the ERCS who will be responsible for the coordinated planning, implementation, monitoring and reporting of the Cooperation.

6.3 Finance

6.3.1 Maintain a bank account into which all the (second party's) remittances for the Cooperation shall be credited. The bank details of ERCS are:

Bank name:	Cairo Bank hotline: 16990
Bank address:	Adly Branch, 19 adly st- Cairo-Egypt



Account Name:	Egyptian Red Crescent Society
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Currency	Account Number	Swift code	IBAN
EUR	306050011118	BCAIEGXC030	EG350004103000000306050011118
EGP	304120000661	BCAIEGXC030	EG890004103000000304120000661

6.3.2 All transactions from (budget currency) to Egyptian Pounds (EGP) should be according to the current exchange rate at the date of the transaction. Official supporting documents should be kept and attached to all expenditure documents showing the real exchange rates on the date of the transaction.

6.3.3 Keep and store safely all the original supporting documents, such as bank statements, tender and purchasing documents, contracts, salary pay slips, invoices, cash book, time sheets or similar documents justifying the number of days/months worked by staff, in order to account for all income, transfers and expenditures relating to the Cooperation. The original documents should be kept at the accountant's office at ERCS regional office or at ERCS Headquarters for a period of not less than seven years.

6.3.4 Share copies of supporting documents as mentioned in article 6.3.3 with the (second party) for audit purposes upon request.

6.3.5 Keep an inventory list of all equipment purchased for the implementation of the Cooperation.

6.4 Procurement

6.4.1 Be allowed to follow its own procurement procedures. The followed procedures however must be in accordance with the articles 6.4.2 to 6.4.9 and be known to both Parties before the procurement commences.

6.4.2 Acknowledge that the selection of candidate suppliers will be transparent, will allow equal treatment and will ensure genuine competition. Avoidance of situations of conflicts of interest is also one of the main principles, which need to be respected by the Parties under all circumstances. In case of non-compliance with the above, ERCS shall cancel the procurement process.

6.4.3 Award only suppliers or affiliates that are not engaged in any practice in violation of the Convention of the Rights of the Child (including article 32 thereof), nor in any possible way engaged in the sale or manufacture of arms and/or mines nor affiliated to forced and compulsory labour practises. If during the procurement process a supplier or affiliate is found to be non-compliant with the above, ERCS shall cancel the procurement process with this supplier or affiliate.

6.4.4 Make available the specifications of the requirements before the start of any procurement, in order to allow the comparison of offers and to avoid wrong deliveries. These specifications are an integrated part of the procurement table and must be available upon request of candidate suppliers and/or affiliates.

6.4.5 Duly analyse all bids by means of a comparative bid analysis (hereinafter referred to as 'CBA') and select the most advantageous offer according to the value for money principle (best price quality-ratio) as being followed within ERCS. If an opening respectively tender committee is installed, the CBA has to be approved by the committee members. Minutes must be made of every tender committee meeting and clearly stating the outcome of the meeting. If this is not the case the CBA has to be signed by an authorized employee of the ERCS.



- 6.4.6 Submit CBA's with order amounts exceeding (an agreed amount) to (second party) to be signed and approved before order(s) are placed.
- 6.4.7 Register the delivery and receipt of the goods, services and works upon receipt. In case of non-conformity and/or damages, ERCS will take necessary steps to remedy the non-conformity and/or damages. (second party) shall be informed about the non-conformity and steps taken.
- 6.4.8 Execute final payment of the deliveries only after receipt of all the goods, services and works in good order and in conformity with the procurement agreement.
- 6.4.9 All the above also applies to (second party) when acting as procuring Party for the Cooperation.

6.5 Reporting

- 6.5.1 Submit a financial report once to (second party) in English language on the expenditure after finalizing and delivering the service, using ERCS financial reporting format.
- 6.5.2 ERCS will not share any private information of beneficiaries receiving services subject to this Agreement.

7. Responsibilities of the second party

- 7.1 The second party agrees to:

8. Communications

- 8.1 All formal communications regarding the Cooperation will take place between the following persons from each of the Parties:

On behalf of ERCS: Rasha El-Masry, Head, programs & projects Dep. , +201142992338 , rasha.elmasry@egyptianrc.org

On behalf of the second party.....

- 8.2 All communications regarding the implementation of the Cooperation activities will take place between the following persons from each of the Parties:

On behalf of ERCS: Rasha El-Masry, Head, programs & projects Dep. , +201142992338 , rasha.elmasry@egyptianrc.org

On behalf the second party:.....

9. Modification, extension and termination

- 9.1 The provisions of this MoU can by mutual written consent of the Parties hereto be modified, amended and/or varied at any time during the Term of this MoU. Any extension or continuation of the Cooperation requires an amendment to this MoU.

10.1 In the event of any difficulty in implementing the terms of this MoU, the Parties will consult each other immediately.

- 9.2 (second party) has the right to terminate the MoU immediately by means of a registered letter to ERCS if:

a. ERCS, even after a written notice, in which a reasonable time for recovery has been set out, continues to fail to implement the Cooperation (or any part of it) and/or any of its obligations as set out in this MoU;



b. ERCS or any of its partners acts in violation of the anti-corruption policy in such way that continuation of the MoU with ERCS cannot reasonably be expected by NLRC.

9.3 In the case of early termination of this MoU according to article 11.3 or 11.4, no payments shall be due except for those services and supplies actually rendered or purchased up to the date of termination and based on the Programme Document. Payments due shall be calculated, if appropriate, on a pro rata basis. Any unutilised working advances shall be duly returned.

9.4 In case of early termination of this MoU according to article 11.3 or 11.4, ERCS shall submit to the (second party) a final narrative report and financial statement over the operational months until the date of termination.

10. Disputes settlement

11.1 Parties shall try to settle amicably, through direct negotiations, any dispute, controversy or claim arising from or relating to this MoU, including breach and/or termination of this MoU.

13. Confidentiality

13.1 The Parties will keep confidential information relating to the other Party that is not held in the public domain.

14. Applicable law and jurisdiction

14.1 The MoU is governed and will be interpreted in accordance with Egyptian laws. The Egyptian courts shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with the MoU.

Signatures

For the Egyptian Red Crescent Society

For the (second party)

Signature

Signature

Name: Dr Ramy Elnazer

Name:

Title: CEO

Title:

Place: Nasr City, Cairo

Place:

Date:

Date:

Annexes

- A Programme Document or Concept Note
- B Budget
- C Anti-corruption policy

