



Date:

Dear Sirs:

Introduction

1. This letter constitutes the Domestic and Foreign Missionary Society/Episcopal Migration Ministries' ("DFMS/EMM") Memorandum of Agreement (the "MOA") with you _____, including general terms and conditions of compliance as a DFMS/EMM sub-recipient of government and non-government funds.
2. The MOA is entered into on _____ (the "Effective Date") between DFMS/EMM and you. By signing this Agreement, you agree to adhere to terms and conditions outlined in this MOA.

DFMS/EMM Responsibilities

3. DFMS/EMM has overall responsibility for grant awards made by the DFMS/EMM to your Remote Placement Community Partner team, including providing oversight for technical, programmatic, financial and administrative performance.
4. DFMS/EMM will provide you specific non-government program requirements (i.e., funding from unrestricted sources) and/or government program requirements (i.e., applicable provisions of EMM's Cooperative Agreements with government agencies) through an Addendum sent at the start of each respective grant year. The Addendum becomes part of this MOA and should be retained with this MOA for your records. Such Addendums are made part of our Agreement with you by reference, and you agree to adhere to and be bound by all applicable requirements and provisions contained therein.
5. DFMS/EMM shall reimburse you during the project period the amounts that are appropriately charged to a grant and submitted in a timely manner as described in the grant Addendum. Reports submitted after the grant has ended, cannot be reimbursed.
6. DFMS/EMM will consider a range of remedies including suspension of payments for non-compliance with the terms and conditions of compliance as a DFMS/EMM sub-recipient. The amount of payments withheld for any of these reasons will be released when sub-



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recipients subsequently comply, unless DFMS/EMM suspended (or terminated) an award in addition to withholding payments. DFMS/EMM may withhold payments if you:

- a. Are delinquent in a reimbursement **owed** to EMM or government award, or
 - b. Fail to comply with project objectives, reporting requirements, or other terms and conditions of this MOA or grant award.
7. DFMS/EMM reserves the right to suspend or terminate this MOA at any time should such action become necessary. In this event, EMM shall provide prompt notification of the decision and the date such an action takes effect giving 30-days written advance notice. If you, the affiliate, decide to terminate this Agreement and withdraw from the program, you agree to provide EMM a minimum of 30 days written notification.

Recipient Responsibilities and Compliance with the Requirements of this MOA

8. DFMS/EMM requires that you comply with this MOA and the Addendums made as part of the award notification to your office, as well as, with all applicable terms and conditions during the project period including in order of precedence:
- a. Applicable laws and statutes of the United States, including any specific legislative provisions
 - b. Government conditions mandated in the statutory authority for the award
 - c. Government Code of Federal Regulations (CFR)
 - d. Government Office of Management and Budget Circulars
 - e. Government Agency Contract Standard Terms and Conditions
 - f. Government Agency Program Specifics or Guidelines (if applicable)
 - g. Other documents and attachments provided by the DFMS
9. DFMS/EMM requires that you submit all required reports and responses to requests for information in a timely fashion. These reports include: yearly audits, financial status reports, programmatic narrative and statistical reports. These reports are subject to governmental guidelines, requirements and deadlines as described in the award Addendum. Payments are contingent upon the timely receipt of reports.
10. DFMS/EMM policy requires its affiliates to:
- a. Make every reasonable effort to formally reflect its relationship with DFMS/EMM in all communications, including newsletters, flyers, letterhead, etc.
 - b. Act as DFMS/EMM's representative to the Episcopal Church and Diocese and work to strengthen those relationships.
 - c. Promptly notify DFMS/EMM:
 - i. Prior to requesting funding from Episcopal entities other than local parishes.
 - ii. Prior to direct communication with the Department of State, Bureau of Population, Refugees and Migration (PRM) or the Department of Health and Human Services, Office of Refugee Resettlement (ORR) in regard to programs where DFMS/EMM holds the contract with the funding source.



- iii. Upon the occurrence of local or national media coverage which may include newspaper articles, radio shows, or other media events.

11. This MOA is subject to the following additional terms and conditions:

- a. The funds you receive from the DFMS through its EMM office may only be used for the activities proposed. You accept responsibility for complying with this Agreement's terms and conditions and will exercise full control over the funds and their expenditure.
 - b. You acknowledge that you have a separate legal existence from the DFMS/EMM for all purposes, including tax reporting. The award of a grant by the DFMS does not create an employment, agency, or parent-subsidiary relationship between the DFMS/EMM and you.
 - c. You shall promptly notify DFMS/EMM about any of the following:
 - i. Any change in address or phone number;
 - ii. Any change in tax-exempt classification under Section 501(c)(3) or public charity status under section 509(a) of the Internal Revenue Code;
 - iii. Any change in key personnel of the organization and/or Board; and
 - iv. Any development that significantly affects the operation of the project (including, but not limited to, instances of fraud or misappropriation of funds)
 - d. Neither EMM nor the DFMS shall be liable in any way, and you agree to indemnify and hold harmless Episcopal Migration Ministries and the DFMS, for any and all loss, claims, expenses and damages arising out of, resulting from or in connection with any actions you may take or fail to take, or that may be taken or may fail to be taken on your behalf, in connection with the grant and the activities proposed in the narrative portion of your proposal.
12. For those affiliates that have sub-offices, the above information is required to be provided to sub-office directors and other relevant staff as appropriate. Please be aware that you are required to conduct an on-site monitoring of each sub-office at least once a year. A copy of the written report must be provided to DFMS/EMM.
13. Affiliates with sub-offices will be required to submit separate budgets for their main and sub-offices, with the exception of main offices who do not receive refugee arrivals through DFMS/EMM but act as the administering entity for the sub-office who resettles DFMS/EMM cases.
14. By signing this MOA, you are certifying that you have in place and enforce written employment policies regarding Conflict of Interest, Sexual Harassment and Whistleblower Protection which adhere to the provisions of DFMS policies, such



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policies being attached hereto and incorporated by reference, or you have adopted these DFMS policies as your own. Furthermore, you certify that you are familiar with and are compliant with IASC Six Core Principles Relating to Sexual Exploitation and Abuse.

15. Please review this document carefully and, if agreeable, have an authorized representative of your organization sign in the space provided below. Please send back the original letter with the authorized signature and keep a copy for your files.

16. This Agreement shall supersede any previous agreement and commence on the Effective Date and shall continue until otherwise terminated in accordance with this MOA.

IN WITNESS WHEREOF, the parties have caused their authorized officers to execute this Agreement on the date and year first above written.

For Local Agency/Affiliate:

For DFMS/EMM:

Domestic and Foreign Missionary
Society 815 Second Avenue New York,
NY 10017

Authorized Representative:

Authorized Representative:

Signature:

Signature:

Title:

Title:

Date:

Date:



Policies of the Domestic and Foreign Missionary Society

Conflict of Interest Policy
Sexual Harassment and Sexual Abuse Policy
Whistleblower Protection Policy



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The Executive Council/Domestic and Foreign Missionary Society Conflict of Interest Policy Statement

In accordance with the provisions of a resolution adopted by Executive Council on September 17, 1975:

All members of (1) Executive Council, (2) the Standing Committees and Commissions of Executive Council, and (3) all officers and employees of The Executive Council/Domestic and Foreign Missionary Society of the Protestant Episcopal Church in the United States of America, including Consultants and Contracted Staff Persons, have an obligation to promote the best interests of the Council/Society and its affiliated organizations at all times and in all circumstances;

The Council/Society requires that the persons mentioned above be aware of and guided by its policy with regard to conflicts of interest;

Specifically, they should conduct themselves so as to avoid any situation or circumstance that does or may involve a conflict, or the appearance of a conflict, between their personal interests and the interests of the Council/Society and its affiliated organizations.

Therefore, Members of (1) Executive Council, (2) the Standing Committees and Commissions of Executive Council, and (3) all officers and employees of the Council/Society may not:

1. Accept or undertake to accept - nor may a close relative, i.e., spouse, parent, sibling, child, accept or undertake to accept - an emolument or gift, a loan, except from an established banking or financial institution at standard, commercial rates available to the general public, entertainment, or a favor from any person or organization seeking to do business with, doing business with, under contract to, or having done business with or been under contract to the Council/Society;
2. Have or hold a financial interest in any outside entity (e.g., corporation, unincorporated business, limited partnership) that is or has been under contract to, or is seeking to do, is doing, or has done business with the Council/Society, except when that interest consists of securities issued by a publicly held corporation that are regularly traded on the open market;
3. Represent the Council/Society in any negotiation or transaction with an outside entity in which he/she or a close relative has an interest;
4. Furnish any service(s), including, but not limited to, directorial, managerial, or consulting service(s), to an outside entity (1) whose securities are held by the Council/Society as an investment or (2) that is seeking to do business with, is doing business with, or is under contract to the Council/Society;
5. Act as an agent for or a representative of an entity or person, i.e., a prospective Consultant or Contracted Staff Person, or

the outside entity that represents him/her, in negotiations with the Council/Society for the services of that entity or person;

6. Disclose any confidential information about the Council/Society, not required by the nature of the services provided, to any outside entity or person, or the outside entity that represents him/her, for personal profit, advantage, or any other reason;
7. Furnish investment or managerial advice or services to the Council/Society if his/her principal outside occupation is the investment and/or management of funds or property; or
8. Act as a fiduciary, whether executor, trustee, guardian, conservator, committee member, or custodian of any fund, trust, or estate, in which the Council/Society has a beneficial interest.

Procedure:

1. All members of (1) Executive Council, (2) the Standing Committees and Commissions of Executive Council, (3) all officers and employees of the Council/Society, and (4) all prospective Consultants and Contracted Staff persons are to read the foregoing Policy Statement and make a full and prompt disclosure of any and all instances of potential conflict of interest to the Chair of their Committee or Commission, their Unit Executive, or, in the case of Consultants and Contracted Staff Persons, the Unit Executive who administers their Agreement.
2. A Report (see attached Conflict of Interest Report) shall be submitted to the Secretary of the Council/Society by any party subject to this Conflict of Interest Policy (1) within thirty (30) days of his/her coming under its jurisdiction and (2) prior to each annual meeting thereafter.
3. A Report (see attached Conflict of Interest Report) shall be submitted to the Secretary of the Council/Society by any party subject to this Conflict of Interest Policy not less than fifteen (15) days after he/she has reason to believe that (1) a particular situation or circumstance heretofore unreported might be construed as a conflict of interest or (2) a particular situation or circumstance heretofore reported - but not at that time determined to be a conflict of interest - might now be so construed.
4. The Secretary of the Council/Society shall (1) examine all Reports submitted to him/her, (2) determine whether a conflict of interest did, does or will exist, and (3) propose remedial or punitive action.
5. All information disclosed by the covered parties on the Council's/Society's Report shall be treated as confidential,

except for situations and circumstances in which the Council/Society may be compelled to reveal all or part of that information in order to protect its interests. In such

situations and circumstances the Council/Society shall give the disclosing party prior notice.

The Sexual Harassment and Sexual Abuse Policy

for Participants in Activities Under the Auspices of the General Convention
and Executive Council of the General Convention

In accordance with a resolution adopted by the Executive Council in February, 1993:

The Executive Council of the General Convention of the Episcopal Church deploras sexual harassment and sexual abuse of any kind in our society, but particularly as such conduct may involve participants at meetings, events, and other activities sanctioned by the General Convention or the Executive Council or any of their associated or affiliated commissions, committees, boards, agencies, task forces, or similar bodies.

In order to implement this policy, the Executive Council of the General Convention adopts the following definitions and procedures:

- (a) "Sexual harassment" includes any unwelcome sexual advance or conduct (written, spoken, or physical), any direct or indirect request for a sexual favor or suggestion that one might be granted, and any tormenting behavior based on sex.
- (b) "Sexual abuse" includes any unwelcome physical or verbal sexual contact with another person in a context that would be regarded as unlawful or improper by local governmental authorities.

For purposes of this policy the following procedures will apply with regard to *Complaints*:

Any complaint of sexual harassment or abuse allegedly committed at an activity of an organization sanctioned by the General Convention or Executive Council shall be made, in writing, either to the person in charge of the activity or to an officer of the Executive Council, i.e., Presiding Bishop as Chair, President of the House of Deputies as Vice Chair, Vice President, Secretary, or Treasurer, or to some other person specifically designated by the Presiding Bishop to assist them in handling such matters. The complaint shall include a detailed account of the incident, the names and positions with the Church of the complainant and the person against whom the complaint is made, the name of any witness to the incident, and any documents that may be a part of or be relevant to the incident.

For purposes of this policy the following procedures will apply with regard to *Investigation and Report*:

- (a) The complaint shall be forwarded as soon as practicable to the Presiding Bishop or to their designee. Within five days of receipt of the complaint, the Presiding Bishop or their designee shall commence an investigation into the facts alleged in the complaint, by interviewing the complainant and the respondent and any witnesses to the incident and by reviewing any relevant documents. This investigation shall be carried out in a manner that is sensitive to the feelings and dignity of both the complainant and the person against whom the complaint is made.

- (b) A written report of the investigation shall promptly be prepared and sent to both the complainant and respondent. The report, which shall in any event be reviewed and endorsed by the Presiding Bishop, shall consider and reach a conclusion as to whether or not the allegations in the complaint have been shown to be well-founded and whether or not further investigation is warranted.
- (c) If the foregoing report concludes that an allegation of sexual abuse has been shown to be well-founded, the Presiding Bishop or their designee shall forthwith furnish a copy of the report to the appropriate governmental authorities and shall ensure such authorities of their cooperation of any ensuing investigation of the incident.

For purposes of this policy the following procedures will apply with regard to *Sanctions*:

- (a) If the foregoing report concludes that the allegations of the complaint have been shown to be well-founded, the Presiding Bishop shall take one or more of the following steps: (i) admonish the perpetrator; (ii) ask the perpetrator to resign (immediately or at some other specific time) from the position with the church body that authorized his or her presence at the activity at which the incident took place; (iii) ask the perpetrator to resign from one or more other Church-related positions; (iv) recommend that the perpetrator undergo professional evaluation or treatment; (v) recommend to the Church body that elected or appointed the perpetrator that the perpetrator be removed from, or not reappointed to the position; (vi) in the case of a member of the clergy, refer the report to the appropriate Ecclesiastical Authority having disciplinary jurisdiction; or (vii) take such other action as the Presiding Bishop may deem appropriate.
- (b) If, during the investigation of the incident complained of, the Presiding Bishop or their designee has reason to believe that the continued participation by the alleged perpetrator in his or her Church position, whether or not involving the activity at which the incident took place, would be unduly threatening or disruptive, the Presiding Bishop shall, pending completion of the investigation, take one of the steps set out in Paragraph (a) above.

For purposes of this policy the following procedures will apply with regard to *Confidentiality*:

The Presiding Bishop and their designee shall retain copies of all information and reports relating to any complaint and the incident alleged. The Presiding Bishop shall treat all such material in a sensitive manner, keeping confidential to the extent appropriate and feasible all those named, the allegations of the complaint and relevant responses, and the results of the investigation.

The Executive Council/Domestic and Foreign Missionary Society
Conflict of Interest/Sexual Harassment and Abuse Policy Reports

TO: The Secretary of The Executive Council and the Domestic and Foreign Missionary Society

FROM: _____

TITLE: _____

AFFILIATIONS(S): _____

DATE: _____

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Reporting no Conflicts of Interest: I have read the *Conflict of Interest Policy Statement* of The Executive Council/Domestic and Foreign Missionary Society. To the best of my belief and knowledge, neither I nor any close relative is pursuing any interest, has any connection, or within the past year engaged in any activity that conflicts with the interests of The Council/Society as they are defined in the Policy Statement and Directives. I do so now stipulate without exception or qualification:

(Signed)

Reporting Potential Conflicts of Interest: I have read the *Conflict of Interest Policy Statement* of The Executive Council/Domestic and Foreign Missionary Society. Based on my understanding of this document I am now reporting the following potential conflict(s) of interest. On the attached sheet(s) I am setting forth the details for your information and review.

(Signed)

A copy of my written statement for each potential conflict of interest previously reported and still in force, regardless of the Secretary's determination, is attached hereto.

Statement of Acknowledgement of Advice of the Sexual Harassment Policy of the Council/Society

I have read *The Sexual Harassment and Sexual Abuse Policy for Participants in Activities Under the Auspices of the General Convention and Executive Council of the General Convention*, understanding that its contents describe the current policy of the Council/Society.

(Signed)

Whistleblower Protection

(effective May 5, 2011)

The Society is committed to doing business in a workplace conducive to open discussion of The Society's business practices, in an environment of honesty, integrity, sound financial stewardship of The Episcopal Church's assets, and in compliance with accordance with applicable federal, state and local laws. Therefore, The Society will not tolerate any illegal, dishonest and/or fraudulent activities by any of The Society's employees, consultants, agents, vendors, contractors, volunteers and any other outside third parties. Employees are required to promptly report any allegations involving possible illegal activities, dishonest activities and/or fraud in matters relating to The Society to:

- The Secretary and Executive Officer of General Convention, at ext. 5184/212-922-5184, who shall be designated The Society's "**Compliance Officer**"; or
- **EthicsPoint** (a firm that specializes in compliance and risk management), by phone at 866-ETHICS-P (866-384-4277) or online at: <https://secure.ethicspoint.com/domain/media/en/gui/27736/index.html>. All reports/complaints submitted to EthicsPoint will be forwarded to the Compliance Officer immediately.

Reports may be submitted anonymously. Prior to making a report/complaint, employees are encouraged, but *not required*, to discuss issues and concerns pertaining to illegal, dishonest and/or fraudulent activities with their department head, supervisor and/or any member of the Executive Oversight Group. All reports, whether written or verbal, should contain sufficient information to substantiate the concern being reported to allow appropriate investigation to begin.

For the purposes of this policy, "fraud" is defined as the deliberate practice of deception in order to receive unfair or unlawful gain. Examples of illegal, dishonest and/or fraudulent activities include, but are not limited to:

1. Forgery, falsification or alteration of documents (for example: receipts submitted for expense account reimbursement, cash receipts, checks, vendor agreements, purchase orders, other financial documents, electronic files);
2. Misapplication and/or misappropriation of The Society's funds, supplies, property or other assets;
3. Impropriety in the handling or reporting of money or financial transactions relating to The Society;
4. Profiteering as a result of insider knowledge of The Society's plans and activities;
5. Unauthorized disclosure of The Society's confidential and proprietary information to outside parties;
6. Employees or members of their Family¹ receiving any gratuities, gifts of money, property or service, discounts or other like favors which exceed courtesies customarily accepted as business practices,

¹ For purposes of this policy: the term "Family" is defined as an individual's Spouse, children, stepchildren, parents, step-parents, grandparents, grandchildren, siblings, nieces or nephews, any person who lives with the individual or is otherwise considered part of the individual's immediate family, and/or persons related to an individual's Spouse in the above listed ways; the term "Spouse" is defined as an individual's husband, wife or domestic partner.

which might place, or be construed as placing, an employee under any obligation to act on behalf of The Society in a manner that conflicts with The Society's Conflict of Interest policy;

7. Destruction, removal, or inappropriate use of The Society's records, furniture, fixtures and equipment;

8. Actions related to concealing or perpetrating the above-mentioned activities; and/or

9. Any alleged violation of applicable law.

It is the policy of The Society to establish and maintain controls and procedures intended to provide reasonable assurance that illegal, dishonest or fraudulent acts, by employees or outside third parties, are prevented or promptly detected. To that end, employees have an obligation to promptly report any and all suspected illegal, dishonest and/or fraudulent acts to the Compliance Officer (whether directly, or through EthicsPoint).

The Compliance Officer shall receive, collect, review, process and resolve concerns and reports by employees and others made pursuant to this Anti-Fraud, Dishonest Activity and Whistleblowing Policy. The Compliance Officer may, in his/her sole discretion, delegate some of his/her responsibilities to counsel and/or another trusted professional colleague. To the extent possible, all investigations will be conducted in a confidential manner; provided, however, that disclosure may be necessary in order to thoroughly investigate the matter.

If required by law or where deemed appropriate by The Society, The Society shall report cases of alleged illegal, dishonest and/or fraudulent activities to the appropriate law enforcement authorities. The Society will fully cooperate with law enforcement authorities in any investigation and/or prosecution of such cases.

Violations of this policy may subject employees to disciplinary action, up to and including immediate termination from employment. Violations of this policy by any other individual or organization may result in termination of such individual or organization's business or other relationship with The Society. As appropriate, The Society may report such violations to applicable law enforcement authorities.

The Society will not retaliate (including, without limitation, terminate, demote, withdraw benefits, or take other adverse employment action) against any employee or other individual who, in good faith, makes a report under this policy, raises concerns regarding alleged violations of this policy, and/or who participates in an investigation regarding a matter reportable under this policy. Any employee who raises concerns without any good faith basis may be subject to disciplinary action, up to and including immediate termination from employment. If any other individual or organization raises concerns without any good faith basis, The Society may terminate its business or other relationship with such individual or organization.

IASC Six Core Principles Relating to Sexual Exploitation and Abuse

IASC Six Core Principles Relating to Sexual Exploitation and Abuse²

1. “Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
3. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
6. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.”

² See Report of the Inter-Agency Standing Committee Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises of 13 June 2002, Plan of Action, Section I.A.