

ANNEX TWO: MANDATORY PROVISIONS

For the purposes of this attachment, “Agreement Officer” and “Agreement Officer’s Representative” shall be understood to refer to the USEA Subagreement Administrator and “Recipient” shall be understood to refer to the Subrecipient. The Subrecipient is not authorized to contact USAID directly without prior USEA approval.

MANDATORY STANDARD PROVISIONS FOR U.S. / NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

M1 APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (DECEMBER 2014)

a. All provisions of 2 CFR 200, 2 CFR 700, and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of “Recipient” in part 2 CFR 200.86, unless a section specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions. b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with 2 CFR 200 and 2 CFR 700.

[END OF PROVISION]

M2 INELIGIBLE COUNTRIES (MAY 1986) Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

M3 NONDISCRIMINATION (JUNE 2012) No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S. Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M4 AMENDMENT OF AWARD (JUNE 2012) This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

[END OF PROVISION]

M5 NOTICES (JUNE 2012) Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows: (1) To the USAID Agreement Officer, at the address specified in this award; or (2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

[END OF PROVISION]

M6 SUBAWARDS AND CONTRACTS (DECEMBER 2014)

a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID. b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third-party claims against the recipient.

[END OF PROVISION]

M7 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2014) Information collection requirements imposed by this award are covered by OMB approval number 0412- 0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are: Standard Provision Burden Estimate Air Travel and Transportation 1 (hour) Ocean Shipment of Goods .5 Patent Rights .5 Publications .5 Negotiated Indirect Cost Rates - (Predetermined and Provisional) 1 Voluntary Population Planning .5 Protection of the Individual as a 1 Research Subject 22 CFR 226 Burden Estimate 2 CFR 200.318-326, 1 Procurement Standards 2 CFR 200.310-315, 1.5 Property Standards Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Bureau for Management, Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

M8 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award. b. Ineligible and Restricted Commodities and Services: (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award: (i) Military equipment, (ii) Surveillance equipment, (iii) Commodities and services for support of police or other law enforcement activities, (iv) Abortion equipment and services, (v) Luxury goods and gambling equipment, or (vi) Weather modification equipment. (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment, Suspension and Other Responsibility Matters" and Standard Provision, "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals" must not be used to provide any commodities or services funded under this award. (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities: (i)

Agricultural commodities, (ii) Motor vehicles, (iii) Pharmaceuticals, (iv) Pesticides, (v) Used equipment, (vi) U.S. Government-owned excess property, or (vii) Fertilizer. c. Source and Nationality: Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310> d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase. e. This provision must be included in all subawards and contracts which include procurement of commodities or services.

[END OF PROVISION]

M9 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

a. The recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals: (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency; (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years. b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subawards or contracts under this award with a person or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov). The recipient further agrees to include the following provision in any subawards or contracts entered into under this award: **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)** The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency. c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

M10 DRUG-FREE WORKPLACE (JUNE 2012) The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–

707).

[END OF PROVISION]

M11 EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

a. Faith-Based Organizations Encouraged. Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer subawards of USAID funds shall discriminate for or against an organization on the basis of the organization's religious character or affiliation. Additionally, religious organizations shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation. Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith- Based and Community Initiatives Web site and 22 CFR 205.1. b. Explicitly Religious Activities Prohibited.

(1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID- funded activities.

(4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:

(i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and

(iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law. d. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID. f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis,

where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States. g. This provision must be included in all subawards under this award.

[END OF PROVISION]

M12 PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidatedlist>). b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID. c. The Recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

M13 MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people,” unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The USAID Identity (including any required presidential initiative or related identity) is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following: (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID; (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites; (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID; (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people. b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award. c. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan. d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows: “The U.S. Agency for International Development administers the U.S.

foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.” e. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer: “This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.” f. The recipient must provide the USAID AOR with two copies of all program and communications materials produced under this award. g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would: (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials; (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent; (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications; (4) Impair the functionality of an item; (5) Incur substantial costs or be impractical; (6) Offend local cultural or social norms, or be considered inappropriate; or (7) Conflict with international law. h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country. (1) Approved waivers “flow down” to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant. (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator. i. The recipient must include the following marking provision in any subawards entered into under this award: “As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

M14 REGULATIONS GOVERNING EMPLOYEES (JUNE 2018)

a. While working overseas, the recipient's employees who are not citizens of the cooperating country must maintain private status, and may not rely on local U.S. Government offices or facilities for support while under this award. b. The sale of personal property or automobiles by the recipient’s non-cooperating country citizen employees and their dependents in the foreign country to which they are assigned, are subject to the same limitations and prohibitions that apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations. c. Other than work to be performed under this award for which an employee is assigned by the recipient, employees of the recipient who are not citizens of the cooperating country must not engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned. In addition, the individual must not make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned. d. The recipient's employees, who are not citizens of the cooperating country, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs. e. In

accordance with the internal control requirements in 2 CFR 200.303, which require the recipient to establish standards of conduct for its employees, the recipient must ensure that all its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13). f. If the recipient determines that the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's Chief of Party must consult with the Agreement Officer and the USAID Mission Director, and the employee involved, and must recommend to the recipient a course of action with regard to such employee. g. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen, or the discharge from this award of any 06/07/2018 Partial Revision Text highlighted in yellow indicates that the material is new or substantively revised. 16 individual (U.S., third-country, or cooperating-country national) when, in the discretion of the Ambassador, the interests of the United States so require. h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID. i. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party

[END OF PROVISION]

M15 CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985) (This provision applies when activities are undertaken outside the United States.) Upon arrival in the cooperating country, and from time to time as appropriate, the recipient's chief of party must consult with the Mission Director who must provide, in writing, the procedure the recipient and its employees must follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

M16 USE OF POUCH FACILITIES (AUGUST 1992) (This provision applies when activities are undertaken outside the United States.) a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission: (1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs. (2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below). (3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch. (4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows: Name of individual or organization (followed by letter symbol "G") City Name of post (USAID/_) Agency for International Development Washington, DC 20523-0001 (5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission. (6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced

worldwide. b. The recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities. c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

M17 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. **TRAVEL COSTS** All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles. In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles. b. **FLY AMERICA ACT RESTRICTIONS** (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available. (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act: (i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>). (ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>): a. Australia on an Australian airline, b. Switzerland on a Swiss airline, or c. Japan on a Japanese airline; (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route; (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time; (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or (vi) If the US Flag Air Carrier does not offer direct service, Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more, a. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or b. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more. c. **DEFINITIONS** The terms used in this provision have the following meanings: (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures. (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air

between a place in the United States and a place outside thereof, or between two places both of which are outside the United States. (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number. (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia. d. SUBAWARDS AND CONTRACTS This provision must be included in all subawards and contracts under which this award will finance international air transportation.

[END OF PROVISION]

M18 OCEAN SHIPMENT OF GOODS (JUNE 2012)

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment: U.S. Agency for International Development Bureau for Management Office of Acquisition and Assistance, Transportation Division 1300 Pennsylvania Avenue, NW Washington, DC 20523 Email: oceantransportation@usaid.gov b. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M19 VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization. Prohibition on Abortion-Related Activities: (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate," as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options. (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

M20 TRAFFICKING IN PERSONS (APRIL 2016)

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in: (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award; (2) Procurement of a commercial sex act during the period of this award; (3) Use of forced labor in the performance of this award; (4) Acts that directly support or advance trafficking in persons, including the following acts: i. Destroying, concealing, confiscating, or

otherwise denying an employee access to that employee's identity or immigration documents; ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; iv. Charging employees recruitment fees; or v. Providing or arranging housing that fails to meet the host country housing and safety standards. b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013). c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace. d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following: (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations. (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org. (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance. (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards. (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities. e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons. f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan. g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient. h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in Section A(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

M21 SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

a. Submissions to the Development Experience Clearinghouse (DEC). 1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published. 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>. 3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication. 5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC. b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

[END OF PROVISION]

M22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a. Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below. b. Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. c. Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa. d. Description None e. The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

M23 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014) (a) Definitions “USAID Implementing Partner Notices (IPN) Portal for Assistance (“IPN Portal)” means the single point where USAID posts proposed

universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>. Universal amendments are those which affect all assistance awards or a designated class of awards as specified in each amendment by the IPN Portal Administrator. "IPN Portal Administrator" means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance. "Universal bilateral amendment" means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements. (b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to: (1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and (2) Receive universal bilateral amendments to this award and general notices via the IPN Portal. (c) Procedure to register for notifications. Go to <https://sites.google.com/site/usaidipnforassistance/> and click the "Register" button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses. (d) Processing of IPN Portal Amendments The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient's review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment. Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following: (1)(a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment; (2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or (3) Notify the AO that the Recipient declines to sign the amendment. Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[END OF PROVISION]

M24 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013. The Grantee must: 1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and 2. Include such requirement in any subaward or subcontract made under this award. 41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: • Gross mismanagement of a Federal contract or grant; • A gross waste of Federal funds; • An abuse of authority relating to a Federal contract or grant; • A substantial and specific danger to public health or safety; or • A violation of law, rule, or

regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: • A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee; • A cognizant U.S. Inspector General; • The U.S. Government Accountability Office; • A Federal employee responsible for contract or grant oversight or management at the relevant agency; • A U.S. court or grand jury; or, • A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[END OF PROVISION]

M25 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

a. Definitions. For the purpose of submissions to the DDL: (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)). (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL) (1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions. (2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions. The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the

agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier. The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data. (3) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission. (4) The recipient must not submit classified data to the DDL.

[END OF PROVISION]

M26 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions. “Contract” has the meaning given in 2 CFR Part 200. “Contractor” means an entity that receives a contract as defined in 2 CFR Part 200. “Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency. “Subaward” has the meaning given in 2 CFR Part 200. “Subrecipient” has the meaning given in 2 CFR Part 200. (b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General). (c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect. (d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information. (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision. (f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

[END OF PROVISION]

M27 CHILD SAFEGUARDING (JUNE 2015)

a. Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles: (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable; (2) Prohibit

all personnel from engaging in child abuse, exploitation, or neglect; (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations; (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children; (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel. b. The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6). c. The following definitions apply for purposes of this provision: (1) Child: A child or children are defined as persons who have not attained 18 years of age. (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional illtreatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child. (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child. (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials. (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed. (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being. (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian. d. The recipient must insert the provisions in (a) and (b) in all sub-awards under this award.

[END OF PROVISION]

M28 MANDATORY DISCLOSURES (NOVEMBER 2020)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent to: U.S. Agency for International Development Office of the Inspector General P.O. Box 657 Washington, DC 20044-0657 Phone: 1-800-230-6539 or 202-712-1023 Email: ig.hotline@usaid.gov URL:

<https://oig.usaid.gov/content/usaid-contractor-reporting-form> Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]

M29 NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

a. USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award. b. The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[END OF PROVISION]

M.30 CONFLICT OF INTEREST (AUGUST 2018)

a. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in, or a tangible personal benefit from, a subrecipient considered for a subaward. The officers, employees, and agents of the recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. b. The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient. c. The recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means a situation in which the recipient is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization because of relationships with a parent company, affiliate, or subsidiary organization. d. The recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount of funding. e. The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within ten (10) calendar days of the discovery of the conflict of interest. f. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within thirty (30) calendar days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary. g. The recipient must not request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. The recipient's failure to disclose a conflict of interest may result in

cost disallowances by USAID. h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards. i. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. / NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

RAA3 NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (DECEMBER 2014)

- a. Provisional indirect cost rates must be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases must be established in accordance with FAR Subpart 42.7.
- b. Within six months after the close of the recipient's fiscal year, the recipient must submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Bureau for Management, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.
- d. The results of each negotiation must be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rates for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

[END OF PROVISION]

RAA4 EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

For any Exchange Visitor, Participant Training or Invitational Travel activities, the recipient must comply with this provision. a. Definitions:

- (1) An Exchange Visitor is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.
- (2) A Participant is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.
- (3) Participant Training is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.
- (4) Invitational Travel is a type of travel that USAID funds for non-

U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

b. Program Monitoring and Data Reporting: The recipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.

(1) For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS). (2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Participant Training data. c. Health and Accident Insurance: (1) For Exchange Visitors traveling to the United States, the recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer's Representative. (2) For Participants traveling to a third country, the recipient must obtain health and accident insurance coverage for all Participants. (3) For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

d. Immigration Requirements: (1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID issued Certificate of Eligibility for J-1 Visa Status (DS-2019). (2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements. e. Language Proficiency: The recipient must verify language proficiency.

Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing. f. Pre-departure Orientation: The recipient must conduct pre-departure orientation for U.S.-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods. g. Conditions of Sponsorship: The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions. h. Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established

process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI. i. Fly America: To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, "International Air Travel and Air Transportation of Property." j. Use of Minority Serving Institutions: For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]

RAA11 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

- a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.
- b. (1) For any loan over \$1,000 made under this agreement, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140. (2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that:
 - (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed;
 - (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.(2) The recipient must insert the following clause, or its substance, in its agreement with the Designated Subrecipient: "The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

RAA12 INVESTMENT PROMOTION (NOVEMBER 2003)

- a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country. b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so. c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services

hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subawards and contracts entered into hereunder.

[END OF PROVISION]

RAA13 REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

a. By April 16 of each year, the recipient must submit a report containing: (1) Contractor/recipient name. (2) Contact name with phone, fax and e-mail. (3) Agreement number(s). (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement. (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv). (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period. (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country. b. Submit the reports to: M/CFO/CMP as appropriate, may include an optional “with a copy to” the AO. c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, “Allowable Costs,” and must be reported as required in this provision. d. The recipient must include this reporting requirement in all applicable subawards and contracts.

[END OF PROVISION]

RAA17 USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives; the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

RAA20 STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012) By accepting this award, the recipient hereby states that it does not promote, support, or advocate the legalization or practice of prostitution. This statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

RAA23 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)

a. Requirement for System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another Federal award term.

b. Requirement for Unique Entity Identifier. If you are authorized to make subawards under this award, you: 1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you. 2) May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

c. Definitions. For purposes of this term: 1) System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>). 2) Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities. 3) Entity includes non-Federal entities as defined in 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization; b. A foreign public entity; c. A domestic for-profit organization; and d. A Federal agency. 4) Subaward has the meaning given in 2 CFR 200.1. 5) Subrecipient has the meaning given in 2 CFR 200.1. ADDENDUM (NOVEMBER 2020): d. Exceptions. The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the SAM do not apply, at the prime award or subaward level, to: (1) Awards to individuals (2) Awards less than \$25,000, with no anticipated subawards, to foreign organizations to be performed outside the United States (based on a USAID determination) (3) Awards where the Agreement Officer determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns. e. This provision does not need to be included in subawards.

[END OF PROVISION]

RAA24 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)

a. Reporting of first-tier subawards. (1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term). (2) Where and when to report. (1) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.(1) of this award term to www.fsrc.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.) (3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrc.gov specify. b. Reporting total compensation of recipient executives for non-Federal entities. (1) Applicability and what to report. You must report total

compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if – (1) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320; (2) In the preceding fiscal year, you received— (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.) (2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term: (1) As part of your registration profile at www.sam.gov. (2) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives. (1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if— (i) In the subrecipient's preceding fiscal year, the subrecipient received— (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm) (2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term: (i) To the recipient. (ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year. d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: (1) Subawards, and (2) The total compensation of the five most highly compensated executives of any subrecipient. e. Definitions. For purposes of this award term: (1) Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). (2) Non-Federal entity means all of the following, as defined in 2 CFR 25: (i) A governmental organization, which is a State, local government, or Indian tribe; (ii) A foreign public entity; (iii) A domestic or foreign nonprofit organization; and (iv) A domestic or foreign for-profit organization. (3) Executive means officers, managing partners, or any other employees in management positions. (4) Subaward: (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331). (iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (5) Subrecipient means a non-Federal entity or Federal agency that: (i)

Receives a subaward from you (the recipient) under this award; and (ii) Is accountable to you for the use of the Federal funds provided by the subaward. (6) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)): (i) Salary and bonus. (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. (iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees. (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. (v) Above-market earnings on deferred compensation which is not tax qualified. (vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

RAA27 CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable. Workers' Compensation Insurance (Defense Base Act) (a) The Contractor must—

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and

Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704. For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lstdba.htm>. The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

RAA28 AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings About Which You Must Report Submit the information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five year period; and
 - c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting Procedures Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
4. Reporting Frequency During any period of time when you

are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings. 5.

Definitions For purposes of this award term and condition: a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables. b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. c. Total value of currently active grants, cooperative agreements, and procurement contracts includes— (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised. B. [Reserved]

[END OF PROVISION]

RAA30 PROGRAM INCOME (AUGUST 2020)

a. Program income is gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes, but is not limited to: income from fees for services performed; the use or rental of real or personal property acquired under Federal awards; the sale of commodities or items fabricated under a Federal award; license fees and royalties on patents and copyrights; and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, or interest earned on any of them. b. Program income must be used for the purposes, and under the conditions, of the award, to further project objectives, program objectives, or award activities. Program income must be used only for allowable program costs. Interest earned on program income is subject to the same conditions as program income. c. The recipient must apply the approach for use of program income as specified in the schedule of the award. This may include one of the three approaches listed below (see also 2 CFR 200.307). The recipient must also follow the standards in this provision to account for gross income earned from Federally-supported activities under this award. d. Costs subject to generating program income under this award may be deducted from gross income to calculate program income, provided these costs have not been charged to this award and comply with the standard provision, “Allowable Costs.” 1) If the deduction approach is used, the recipient must use the program income for current costs, prior to drawdown of USAID funds under the award. 2) If the addition approach is used, the total award amount is increased by the amount of program income. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures. 3) If the cost sharing approach is used, the amount of the award remains the same. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures. e. The recipient must report program income using the Federal Financial Report, SF425. Program income must be accounted for in the same ratio as USAID’s participation in the program. For example, if USAID funded 75 percent of a recipient’s program, then the recipient must report 75

percent of any program income earned under the award as “Federal program income earned” on the SF-425. f. The recipient should continue to use program income earned after the period of the award to further award objectives but is not subject to Federal requirements governing the disposition of program income earned after the end of the period of performance for the award.

[END OF PROVISION]

RAA31 NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

1. Prohibition on Providing Funds to the Enemy

(a) The recipient must— (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and; (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

2. Additional Access to Recipient Records (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations. (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

[END OF PROVISION]

[END OF REQUIRED AS APPLICABLE PROVISIONS]

[END OF ANNEX THREE]

ANNEX FOUR BRANDING AND MARKING PLAN

BRANDING Strategy

Branding is more than making sure that the USAID logo is placed on a report or displayed appropriately at a seminar. The DAI team understands that “branding” is a partnership between USAID and DAI to set the highest standard for development assistance, and then for publicizing those efforts in the most secure, realistic, and professional manner. In accordance with Automated Directives System (ADS) 320, DAI’s Branding and Marking Plan will ensure that we tell the story of USAID’s work and highlight the achievements of USAID Critical Infrastructure Digitalization and Resilience (CIDR).

CIDR will be branded as a USAID Bureau for Europe & Eurasia (E&E) project, implemented in partnership with DAI. Periodically or when requested by the Agreement Officer’s Representative (AOR), CIDR will re-evaluate the current branding and marking plan and revise as needed.

DAI has thoroughly assimilated and fully endorses USAID’s efforts to build a consistent look and feel to identify aid “from the American people.” It is DAI’s policy to communicate to all projects and partners the letter and spirit of the guidelines. DAI’s home office communications team has prepared policies and templates to brand all CIDR activities, public communications, and commodities with the USAID standard graphic identity. The DAI home office communications team will further assist CIDR personnel by reviewing and designing communications strategies for in-house documents, external reports, and project activities.

Project Name: USAID Critical Infrastructure Digitalization and Resilience
Logos



USAID
FROM THE AMERICAN PEOPLE



USAID Identification Details: Font: Gill Sans

Colors: Pantone 294 (Blue), Pantone 200 (Red)

DAI Identification Details: Font: Helvetica Neue

Colors: a1c73 (DAI BLUE), 455560 (DAI GRAY01), 8fc73e (DAI GREEN)

VISIBILITY & POSITIONING

Per ADS 320.3.3, “Branding and Marking Requirements for Assistance Awards” DAI will co-brand the project alongside USAID. DAI will position CIDR as both a USAID and DAI project, while emphasizing the message that the assistance is “from the American people.” DAI employees, however, will not represent themselves as USAID personnel. DAI seeks to achieve visible impact for USAID activities and to ensure that the impact is widely recognized. Open lines of communication between DAI and USAID will ensure that project branding is always reflective of the U.S. Government’s approach to branding and will ensure that any sensitivities noted by project staff and team members are considered. DAI will request waivers when mutually agreed with the AOR as needed when it is determined that displaying USAID’s name may compromise project outputs or put partners at risk.

Project Visibility: CIDR will work to raise the profile of E&E both across USAID Bureaus/Missions and externally with potential partners, donors, and other stakeholders. In all materials and events, the project will be branded as from USAID’s E&E Bureau. For internal materials focused on CIDR, the project will follow USAID branding guidelines but will promote CIDR as a project within the E&E Bureau. All materials will acknowledge that they are produced with USAID support, noting the tagline “From the American People”.

PROMOTION & COMMUNICATION

In all materials and events, the project will be co-branded with USAID and DAI as part of CIDR. All materials will acknowledge that they were produced with support “from the American people.” In some cases, translation into the appropriate language will be used in branding the project, depending on the context and target audience.

As relevant and directed by USAID, DAI will also include acknowledgment of the contribution and efforts of other U.S. Government and non-U.S. Government actors using the names and/or logos of these entities in equal level of prominence of USAID.

MESSAGES

In all materials and events, the project will be branded as from USAID’s E&E Bureau in partnership with DAI, in accordance with ADS 320.3.3 Requirements for Branding and Marking for Assistance Awards.

IDENTITY POSITION

All USAID identity on materials and communications produced will be positioned in accordance with the standardized USAID regulations on branding.

COMMUNICATION TOOLS

To market the project activities and products, communication tools include, but are not limited to, the following tools. We will consult with USAID on pre-publication review needs for each tool.

Tool	Description / Use
Communications Collateral	These materials will meet specific project objectives. Examples include initiative flyers, success stories, leaflets, project participant testimonials, brochures, training materials, press releases, promotional products (based on the design of creative materials, such as calendars, etc.), and letterhead used for project-related purposes.
Digital Communication	As appropriate and possible, DAI will use digital communications tools to reach out to potential partners, publicize events, and encourage collaboration. This may include a web presence designed to showcase progress and impact reports, technical documents, and other project-related information. Digital communications tools also include email, e-invitations, videos, webcasts, and blast emails. All outreach will clearly brand USAID and/or its partners for the activity.

CIDR social media accounts	The project may manage social media accounts for CIDR to promote project activities, events, and success stories.
Press releases	Press releases will be cleared and approved by USAID prior to release. Press releases may include announcements of key project activities and success stories, including office opening and start-up (with activity overview), deals brokered, activity impact, and results.
Photography	The project will create an electronic library of project-related photography, both professional and amateur, for use in progress and impact reporting, press releases, and success stories.
Media interviews, press conferences, and site visits	As appropriate, DAI may invite media to cover significant CIDR events, VIP visits, and/or success stories to CIDR-supported activities. During all engagements, DAI staff will identify themselves as such, working on behalf of USAID's E&E Bureau. DAI will consult with USAID prior to any media engagements including but not limited to press conferences, interviews, or written statements to media.
Project events and related collateral	DAI may use any of the following to publicize the project: Invitations, banners, folders, promotional products, handouts, press releases, newspaper ads, and other visual materials for training courses, press conferences, seminars, exhibitions, fairs, and other public meetings.

USAID Relevant Branding Manual Locations

<http://www.usaid.gov/policy/ads/300/320.pdf>

<http://www.usaid.gov/branding/>

MARKING PLAN

The Marking Plan indicates the specifics of project-branded materials. This includes public communications, commodities, infrastructure projects, project materials, events, and deliverables.

Exemptions to the USAID branding and marking requirements will be applied for on a case-by-case basis. Specifically, the Agreement Officer (AO), AOR, and Program Director will discuss whether a particular deliverable should be subject to the waiver. Per ADS 320.3.3.2, the final determination on waivers rests with the AO.

The table below outlines the types of materials that may be produced under CIDR. Any materials that are not anticipated below, but are produced under the project, will also be subject to branding guidelines and AO approval, as appropriate. Please note that marking is not required on items used as part of the administration of the agreement, such as stationery products, equipment,

and offices. The goal is to mark projects, not implementing partners. Thus, letterhead, nametags, business cards, office space, equipment, and supplies are not subject to branding. However, if DAI “mixes” use of this equipment to perform administrative functions and actual assistance delivery, then it will be marked in the same manner as if it were being used solely for assistance delivery. Every agreement deliverable that is marked with the USAID identity for CIDR will follow design guidance for color, type, and layout in the Graphic Standards Manual as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials). The USAID logo will be used for project-based correspondence. DAI letterhead will be used for administrative matters and will not have the USAID logo. Business cards will not show the USAID logo.

Sub-awards will be branded and marked following USAID policy on assistance awards in ADS section 320.3.3 and 2 CFR 700.16.

MARKING PLAN FOR MATERIALS

Category	Type of Marking
Administrative Materials	
Stationery products (administrative business)	The USAID standard graphic identity will not be used.
Stationery products (project related)	The USAID standard graphic identity will be used. Pertains to letters that accompany project materials
Business cards	The USAID standard graphic identity will not be used on business cards. DAI will use its own business cards but include the line “USAID Critical Infrastructure Digitalization and Resilience (CIDR).”
Office signs	The USAID standard graphic identity will be used to mark offices.
Project deliverables	Will follow USAID Graphic Standards Manual guidelines for full branding.
Technical Materials	
Technical reports and studies	The USAID identity will be printed on the cover of documents; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-branding is acceptable, or an exemption is granted for no branding.
Briefing papers, memoranda, and policy recommendations	The USAID identity will be printed on the cover of documents; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-branding is acceptable, or an exemption is granted for no branding.
Training materials and manuals	The USAID identity will be printed on the cover of documents; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-branding is acceptable, or an exemption is granted for no branding.
PowerPoint presentations	The USAID identity is required on title slides; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-

	branding is acceptable, or an exemption is granted for no branding.
Conference posters and presentations	The USAID identity will be printed on the poster or presentations; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-branding is acceptable, or an exemption is granted for no branding.
Videos	Design will follow USAID Graphic Standards Manual guidelines for full branding unless cobranding is acceptable or an exemption is granted for no branding.
Project materials	The USAID identity will be printed on the cover of documents; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-branding is acceptable, or an exemption is granted for no branding.
Toolkits	The USAID identity will be printed on the cover of documents; design will follow USAID Graphic Standards Manual guidelines for full branding unless co-branding is acceptable, or an exemption is granted for no branding.

END OF ANNEX FOUR

ANNEX FIVE

CERTIFICATIONS, ASSURANCES, REPRESENTATIONS, AND OTHER STATEMENTS OF THE SUBRECIPIENT

Part I - Certifications and Assurances

1. Assurance of Compliance with Laws and Regulations Governing Non- Discrimination in Federally Assisted Programs

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The Subrecipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000- d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the Subrecipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the Subrecipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

2. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Subrecipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. Certification Regarding Support to Terrorists

(1) The undersigned represents, to the best of its knowledge, that:

Except as otherwise disclosed to the Agreement Officer in writing and included with this application, the applicant did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR Part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions." Note: DAI intends to retain the information disclosed to DAI pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. DAI will not make such information available publicly unless required by law.

(2) The representation in paragraph (1) does not apply to:

- (a) Transactions entered into or material support and resources provided pursuant to an OFAC license;
- (b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or
- (c) The procurement of goods and/or services by the Subrecipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions.

This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the subagreement by DAI. This certification does not preclude any other remedy available to DAI or USAID.

(3) For purpose of this certification:

(a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

(ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

(b) "Entity" means a partnership, association, corporation, or other organization, group, or subgroup.

5. Certification Regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013

Note: This certification must be completed prior to receiving an award if the estimated value of services required to be performed under the award outside the United States exceeds \$500,000. This certification must also be submitted annually to DAI during the term of the award.

By signing below, the applicant or Subrecipient, as applicable, through its duly designated representative, after having conducted due diligence, hereby certifies the following:

1. The applicant/Subrecipient has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the Mandatory Provision "Trafficking in Persons" and is in compliance with that plan;
2. The application/Subrecipient has implemented procedures to prevent any activities described in section (a) of the Mandatory Provision "Trafficking in Persons" and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of the applicant/Subrecipient engaging in any activities described in such section; and
3. To the best of the representative's knowledge, neither the applicant/Subrecipient, nor any employee, contractor, or subawardee of the applicant/Subrecipient, nor any agent of the applicant/Subrecipient or of such a contractor or subawardee, is engaged in any of the activities described in section (a) the Mandatory Provision "Trafficking in Persons."

6. Certification of Subrecipient

By signing below the Subrecipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non- Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224, and (5) the Certification Regarding Trafficking in Persons above.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Subrecipient by DAI, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The Subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Subrecipient.

Request for Application or Annual Program Statement No. _____

Application No. _____

Date of Application _____

Name of Subrecipient _____

Typed Name and Title

Signature _____

Date _____

Part II - Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part III - Participant Certification Narcotics Offenses and Drug Trafficking

1. I hereby certify that within the last ten years:

- a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part IV - Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that -

(1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or

(2) "Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government".

It is USAID's policy that no award may be made to any organization covered by (1) or (2) above, unless the M/MPBP Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:

1. The Applicant represents that it is [] is not [] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
2. The Applicant represents that it is [] is not [] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Part V - Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements - Representation (May 2017)

(a) Definitions.

"Contract" has the meaning given in 2 CFR Part 200.

"Contractor" means an entity that receives a contract as defined in 2 CFR Part 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Subrecipient requires any of its employees or subrecipients to sign regarding nondisclosure of Subrecipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Subrecipient employees or subrecipients sign at the behest of a Federal agency.

"Subaward" has the meaning given in 2 CFR Part 200.

"Subrecipient" has the meaning given in 2 CFR Part 200.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) **Representation.** By submission of its application, the prospective Subrecipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

Part VI - Other Statements of Subrecipient

1. Authorized Individuals

The Subrecipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the Subrecipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
------	-------	---------------	---------------

2. Taxpayer Identification Number (TIN)

If the Subrecipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the Subrecipient's TIN:

TIN: _____

3. Data Universal Numbering System (DUNS) Number

(a) Unless otherwise specified in the solicitation using an applicable exemption, in the space provided at the end of this provision, the Subrecipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Subrecipients should take care to report the number that identifies the Subrecipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the Subrecipient does not have a DUNS number, the Subrecipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the Subrecipient. The Subrecipient should be prepared to provide the following information:

- (1) Subrecipient's name.
- (2) Subrecipient's address.
- (3) Subrecipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the Subrecipient.

(8) Company affiliation.

(c) Subrecipients located outside the United States may email Dun and Bradstreet at globalinfo@dbisma.com to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. Letter of Credit (LOC) Number

If the Subrecipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. Procurement Information

RESERVED

6. RESERVED

7. Type of Organization

The Subrecipient, by checking the applicable box, represents that -

(a) If the Subrecipient is a U.S. entity, it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nongovernmental nonprofit organization, a state or local governmental organization, a private college or university, a public college or university, an international organization, or a joint venture; or

(b) If the Subrecipient is a non-U.S. entity, it operates as a corporation organized under the laws of _____ (country), an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental educational institution, a governmental organization, an international organization, or a joint venture.

8. Estimated Costs of Communications Products

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.