

Teach For All, Inc.

25 Broadway Fl 13, New York, NY, 10004-1010

SUBAWARD AGREEMENT

This Subaward Agreement is between the Teach For All, Inc, a nonprofit corporation registered in the State of New York ("TEACH-FOR-ALL"), and Enseña por Paraguay, a nonprofit organization with its principal offices at Doctor Luis Maria Argaña N°417, Asunción, Paraguay ("Subrecipient"). This agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of TEACH-FOR-ALL, a grantee of the United States Agency for International Development, USAID ("Grantor").

TEACH-FOR-ALL provides support services to a network of organizations (Teach For All network) working towards developing collective leadership to ensure all children have the opportunity to fulfill their potential. Teach For All has been awarded a cooperative agreement to implement the program "Leadership for Change: Teaching Effectiveness to Improve Educational Outcomes in Latin America and the Caribbean (LAC)" with a period of performance of September 1, 2020 through August 31, 2023 by the Grantor ("Prime Award"), pursuant to the provisions of The Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance and the regulations promulgated thereunder (22 CFR Part 226) (collectively, the "Authorizing Statute and Implementing Regulations "), as captured in a notice of award ("Notice of Prime Award") (Exhibit A).

Enseña por Paraguay will implement activities, as defined in Exhibit C towards the completion of the goals of the project to improve teacher effectiveness and educational outcomes in Latin America and the Caribbean. Accordingly, TEACH-FOR-ALL grants a subaward of the Prime Award ("Subaward") to Subrecipient in accordance with the Authorizing Statute and Implementing Regulations, as well as other applicable law. Certain information required by USAID's Standard Provisions for Non-US Nongovernmental Organizations, A mandatory Reference for ADS Chapter 303 and 22 CFR Part 226 and 2 CFR Part 200 and 2 CFR Part 700 ("Uniform Guidance") is provided in the Subaward Profile (Exhibit B), which is now incorporated by reference.

In consideration of the mutual covenants contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties do acknowledge, TEACH-FOR-ALL and Subrecipient agree as follows:

1. Term. This agreement shall govern the performance of the parties for the period of November 12, 2020 ("Effective Date") through August 31, 2023 (altogether, "Subaward Term"), unless earlier terminated by either party in accordance with the terms of this agreement.

2. Scope of Services and Budget; Prior Approval for Changes.

a. Scope of Services and Budget. Subrecipient shall, to the satisfaction of TEACH-FOR-ALL, perform all activities described in the scope of services as approved by TEACH-FOR-ALL (Exhibit C), as may be amended from time to time ("Approved Services"), in accordance with the program budget as approved by TEACH-FOR-ALL (Exhibit D), as may be amended from time to time ("Approved Budget").

b. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without prior written approval of TEACH-FOR-ALL; nor shall Subrecipient

make any changes, directly or indirectly, in program design or in the Approved Services of in the Approved Budget without the prior written approval of TEACH-FOR-ALL.

3. Compensation.

- a. Payment of Funds. TEACH-FOR-ALL agrees Reimburse Subrecipient in accordance with the Approved Budget and for the performance of the Approved Services under this agreement in an amount not to exceed \$353,454 ("Total Funds"). The amount of the Total Funds, however, is subject to adjustment by TEACH-FOR-ALL if a substantial change is made in the Approved Services that affects this agreement or if this agreement is terminated prior to the expiration of the agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Funds shall be incurred in accordance with the Authorizing Statute and Implementing Regulations, the Uniform Guidance, the Prime Award and any authorizations, restrictions, and requirements contained within the Notice of Prime Award, as may be amended, and other applicable laws, regulations , grant terms and conditions or policies.

b. Invoices. On or before the last day of each month following each month/quarter and no later than 30 days after the earlier of the expiration or termination of this agreement, Subrecipient shall submit to TEACH-FOR-ALL invoices for the most recent month/quarter ended setting forth actual expenditures of Subrecipient in accordance with this agreement. Within 30 working days from the date it receives such invoices, TEACH-FOR-ALL may disapprove the requested compensation. If the compensation is disapproved, TEACH-FOR-ALL shall notify Subrecipient of the disapproval. If payment is approved, no notice will be given.

c. Contingency. The payment of funds to Subrecipient under the terms of this agreement shall be contingent on the receipt of such funds by TEACH-FOR-ALL from applicable state and federal funding sources and shall be subject to Subrecipient' s continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award, as may be amended. If the amount of funds that TEACH-FOR-ALL receives from state and federal funding sources is reduced, TEACH-FOR-ALL reserves the right to either reduce the amount of funds awarded under, or to terminate, this agreement. TEACH-FOR-ALL also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified in Sections 3 above and 4 below.

4. Financial Accountability and Grant Administration.

a. Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation: (i) the Uniform Guidance; (ii) the Authorizing Statute and Implementing Regulations; and (iii) the Notice of Prime Award, as may be amended. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by TEACH-FOR-ALL if required by applicable laws, regulations, or guidelines from its federal and state funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this agreement.

b. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or

termination of this agreement. TEACH-FOR-ALL shall only reimburse Subrecipient for documented expenditures incurred during the Subaward Term that are: (i) reasonable and necessary to carry out the Approved Services; (ii) documented by contracts or other evidence of liability consistent with established TEACH-FOR-ALL and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditures of funds payable under this agreement.

c. Indirect Cost Rate. The Subaward Profile (Exhibit B) contains information on TEACH-FOR-ALL 's indirect cost rate under the Notice of Prime Award. The indirect cost rate information, if any, indicated in the Approved Budget shall apply to the Subaward.

d. Financial and Other Reports. Subrecipient shall submit to TEACH-FOR-ALL such reports and back-up data as may be required by TEACH-FOR-ALL or its state and federal funders, including without limitation such reports which enable TEACH-FOR-ALL to submit its own QUARTERLY, SEMIANNUAL, ANNUAL financial and programmatic reports to the Grantor and the reports required in accordance with the schedule below.

For programmatic reports, TEACH-FOR-ALL expects high quality reporting in English. Reports must be professionally executed, avoiding typographical and grammatical errors. The Subrecipient will work with TEACH-FOR-ALL to define report contents and format after the award. Programmatic reports must be submitted electronically to the Chief of Party and Deputy Chief of Party in Word, Excel, PowerPoint, or PDF format, as directed by TEACH-FOR-ALL.

Report	Time	Estimated Deadline
Submit via email a copy of the subrecipient invoice.	Quarterly or Monthly	Thirty (30) days after the end of the Fiscal Year (FY) quarter or after the end of each implementing month.
Accruals, including (1) Total amount obligated; (2) Total amount invoiced; and (3) Total amount expended but not yet invoiced	Quarterly	Thirty (30) days before the end of the FY quarter
<p>Annual Work Plans. The Annual Work Plans must be adaptive and serve several purposes, including: a guide to program implementation; a demonstration of links between activities, strategic direction, outcomes and intended results; and a basis for budget estimates as they evolve. The Annual Work Plans must be organized to clearly link activities to the objectives and outcomes described in the Program Description.</p> <p>The Annual Work Plan will be considered a living work plan, with periodic assessments (at least twice per year) to determine if any adjustments are necessary to the work plan in order to achieve objectives. The work plan must include a list of tasks to be completed during the award period, grouped under the objective that they seek to support.</p> <p>For each task in the Annual Work Plan, the Recipient must:</p> <ul style="list-style-type: none"> • Explain in brief its connection to the objective • Define the necessary steps to complete the task • Assign responsibilities for completing those steps • Provide any quantitative or qualitative targets and baselines • Provide a timeline for the implementation of the task 	Annual	<p>Work Plan for Year 1 will be part of Exhibit C, Approved Services.</p> <p>Work Plan for Year 2 and Year 3 will be due sixty (60) days before the end of each implementation year. These work plans must be reviewed and approved by the Chief of Party and Deputy Chief of Party.</p>

<p>The Annual Work Plan for Year 1 must include a description of outcome-level activities, timelines and budgets, and identify any start up activities required, as well as critical paths and milestones for the entire period of the agreement. The subrecipient must include all results and activities described in the Program Description, the management and programmatic tools proposed to implement and monitor the various components of the subaward, and measure leveraged resources. The plan should also include the approach to capacity building, and the approach to learning throughout the life of the award</p>		
<p>Semi-Annual and Annual Reports. Must describe activities, achievements, challenges, future projections, and what learning and adaptation took place. The subrecipient reports will be incorporated into the overall Program’s regional reports. In coordination with TEACH-FOR-ALL, informal mechanisms will be established with the subrecipient to track activities and data to be included in the report on a monthly or quarterly basis.</p> <p>Semi-Annual and Annual Reports must contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> • A brief description of significant political developments and/or relevant events reported in the press or by local informants that affect the overall implementation environment. • An analytical description of overall program progress towards results that reflects and synthesizes achievements in the context of program objectives and expected results. • Data on all indicators established in the MEL Plan for the award activities. Data should be disaggregated by gender, age, and other historically disenfranchised populations where relevant. • A comparison of accomplishments to the objectives and sub-objectives established for the period. • Problems encountered, reasons why established goals were not met, if appropriate, and how challenges or problems will be overcome during the next reporting period. • A Collaborating, Learning, and Adapting (CLA) section that discusses how the program incorporated CLA principles into implementation. This should also highlight theories or changes that should be tested moving forward, any best practices or lessons learned identified, and how they will be applied. • A comparison of actual expenditures with budget estimates, including analysis and explanation of cost overruns or high unit costs, and any other pertinent information. • Priorities for programming during the next reporting period. 	Semi-Annual and Annual	Fifteen (15) days after the end of each program implementation year or mid-year mark, as applicable (March, for semi-annual report; September for annual report)
<p>Final Report. Must contain at least:</p> <ul style="list-style-type: none"> • An overall description of the activities under the program during the period of this Cooperative Agreement, and the significance of these activities. • Present life-of-project results towards achieving the project objectives and the performance indicators, as well as an analysis of how the indicators illustrate the project’s impact. • Elaborate on the issues and problems that emerged during program implementation and the lessons learned in dealing with them. • Provide comments and recommendations regarding unfinished work and/or future needs and directions for further work. 	One time	Thirty (30) days of the expiration or termination of the sub award.
<p>Inputs for Monitoring, Evaluation, and Learning (MEL) Plan The subrecipient will provide inputs and/or follow the final MEL plan approved</p>	Annual	Inputs for the initial Monitoring, Evaluation,

<p>by USAID for all sections of the Program’s MEL Plan and will be responsible for implementing the MEL plan in collaboration with TEACH-FOR-ALL.</p> <p>The MEL Plan must contain the performance indicators that the subrecipient proposes to use to objectively measure progress towards achieving the objectives and results described in the Program Description, with definition and unit of measure, as well as baselines and targets. The MEL Plan must be gender-informed, as required in the Program Description. The subrecipient must consider data quality issues for all indicators reported to USAID. The subrecipient must conduct Data Quality Assessments (DQAs) for all required indicators. The DQAs must be conducted as soon as the program is implemented and updated at least every three (3) years. These DQAs must be attached to the MEL Plan once completed.</p> <p>The MEL Plan should be revised as needed over the life of the activity in response to changes in context, learning, updates to the theory of change, and so forth.</p> <p>TEACH-FOR-ALL is required to report on new indicators in the Foreign Assistance Framework. TEACH-FOR-ALL reserves the right to request that the subrecipient integrate into the MEL Plan a number of indicators to help USAID measure the immediate program results. MEL Plan data should meet reasonable quality criteria of validity, reliability, timeliness, precision and integrity, and be disaggregated by gender and age whenever possible.</p> <p>Key components of the MEL Plan include:</p> <ol style="list-style-type: none"> 1. Definition and detailed description of the performance indicators to be tracked. 2. The activity’s monitoring approach, including relevant, gender-informed performance indicators of activity outputs and outcomes. 3. Any proposed internal and external evaluations. 4. The activity’s learning approach. 5. Learning actions, including pause and reflect exercises, exchanges with other project activities, field visits, and knowledge capture at activity closeout and life of activity summary report. 6. Estimated resources for these monitoring, evaluation, and learning actions 7. Roles and responsibilities for all proposed monitoring, evaluation, and learning actions. 		<p>and Learning (MEL) Plan, as required by TEACH-FOR-ALL.</p> <p>Inputs for the updated Annual MEL Plans are due within fifteen (15) days of the end of the program implementation year.</p>
<p>Compliance with provisions. Submit progress report for compliance with provisions, including compliance with policies, procedures and internal control (Exhibit E).</p>	<p>NA</p>	<p>Ninety (90) days after signing this subagreement.</p>

Subrecipient is committed to assisting TEACH-FOR-ALL in fulfilling all reporting requirements to USAID. This provision shall survive the expiration or termination of this subagreement with respect to any reports which Subrecipient is required to submit to TEACH-FOR-ALL following the expiration or termination of this subagreement.

e. Improper Payments. Any item of expenditure by Subrecipient under the terms of this agreement which is funded by auditors, investigators, and other authorized representatives of TEACH-FOR-ALL, the Grantor, the United States Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of the Prime Award, as

may be amended, or this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by TEACH-FOR-ALL under this agreement or any other agreement between TEACH-FOR-ALL and Subrecipient. This provision shall survive the expiration or termination of this agreement.

f. Audited Financial Statements. In any fiscal year beginning on or after December 26, 2014, in which Subrecipient expends \$750,000 or more in federal awards during the same fiscal year, including award received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance , including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by TEACH-FOR-ALL and appropriate officials of the Grantor, the United States Government Accountability Office, or the Comptroller General of the United States, and Subrecipient must have a financial audit performed for that fiscal year by an independent Certified Public Accountant. Subrecipient shall provide TEACH-FOR-ALL with a copy of Subrecipient's most recent audited financial statement, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, as may apply), and management letter within 30 days after execution of this Agreement and within 9 months following the end of Subrecipient' s most recently ended fiscal year.

g. Close out. Final payment request(s) under this agreement must be received by TEACH-FOR-ALL no later than 30 days from the earlier of the expiration date or termination date of this agreement. No payment request will be accepted by TEACH-FOR-ALL after this date without authorization from TEACH-FOR-ALL. In consideration of the execution of this agreement by TEACH-FOR-ALL, Subrecipient agrees that acceptance of final payment from TEACH-FOR-ALL will constitute an agreement by Subrecipient to release and forever discharge TEACH-FOR-ALL, its agents, employees, representatives, affiliates, successors, and assigns from any and all claims, demands, damages, liabilities, actions, causes of action, or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to TEACH-FOR-ALL under this agreement shall not terminate until all close out requirements are completed to the satisfaction of TEACH-FOR-ALL. Such requirements shall include, without limitation, submitting final reports to TEACH-FOR-ALL and providing any close out related information requested, and according to the deadlines specified, by TEACH-FOR-ALL. This provision shall survive the expiration or termination of this agreement.

5. Cooperation in Monitoring and Evaluation.

a. TEACH-FOR-ALL Responsibilities. TEACH-FOR-ALL shall monitor, evaluate, and provide guidance and direction to Subrecipient in implementation of the monitoring and evaluation activities. TEACH-FOR-ALL has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements, and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. TEACH-FOR-ALL may require the Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

i. Subrecipient shall permit TEACH-FOR-ALL to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines, or by the terms and conditions of the applicable Notice of Prime Award, as may be amended, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its directors, officers, employees, and agents in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this agreement by authorized representatives of TEACH-FOR-ALL, the Grantor, the United States Government Accountability Office, or the Comptroller General of the United States, and Subrecipient agrees to ensure to the extent possible the cooperation of its directors, officers, employees, and agents in any such reviews and audits. This provision shall survive the expiration or termination of this agreement.

6. Records Retention and Access. Subrecipient shall maintain all records, books, papers, and other documents (including electronically stored information) related to its performance of the Approved Services under this agreement (including without limitation personnel, property, financial, and medical records) for a period of 3 years following the date that TEACH-FOR-ALL makes the last payment to Subrecipient under this agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this agreement. Subrecipient shall make all records, books, papers, and other documents that relate to this agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of TEACH-FOR-ALL, the Grantor, the United States Government Accountability Office, and the Comptroller General of the United States.

7. Independent Contractor Relationship. The relationship of Subrecipient to TEACH-FOR-ALL is that of an independent contractor and not of an employee/employer. The parties expressly understand that any individual performing services under this agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of TEACH-FOR-ALL, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise, from TEACH-FOR-ALL. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend, and hold harmless TEACH-FOR-ALL and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorneys' fees, relating to the reporting and payment of income, social security, and other employment taxes, and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L. 111-148) with respect to such individual performing services under this agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this agreement.

8. Compliance with Grant Agreement and Applicable Laws.

a. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this agreement in accordance with: (i) the Notice of Prime Award, as may be amended; (ii) the Subaward Profile; (iii) the Approved Services; (iv) the Approved Budget; and (v) the applicable contract provisions for non federal entity contracts under federal awards required under Appendix II of the Uniformed Guidance ("Required Contract Provisions") (Exhibit E), each of (i) - (v) above being incorporated by reference. In addition, Subrecipient shall cooperate fully with TEACH-FOR-ALL in its efforts to comply with the requirements of the Notice of Prime Award, as may be amended.

b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this agreement in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under the Authorizing Statute and Implementing Regulations. The term "federal, state, and local laws" as used in this agreement means all applicable statutes, rules, regulations, executives orders, directives, or other laws, including all laws as are presently in effect and as may be amended or otherwise altered during the Subaward Term, as well as all such laws which may be enacted or otherwise become effective during the Subaward Term. The term " federal, state, and local laws" shall include, without limitation:

1. Authorizing Statute and Implementing Regulations.

1i. Grants Administration Regulations. ;

i. Administrative Requirements; Cost Principles; Audit Requirements. Subrecipient shall comply with UNIFORM GUIDANCE (2 CFR 200) and USAID Standard Provisions for Non-US Nongovernmental Organizations

ii. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set forth in 31 U.S.C. 1352 and implementing regulations promulgated thereunder. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to TEACH-FOR-ALL the Lobbying Certification (Exhibit F). In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated [CITE];

iii. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, TEACH-FOR-ALL shall have the right to annul this agreement without liability, or, in its discretion, to offset against the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach;

iv. Suspension and debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify TEACH-FOR-ALL immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs, available at www.sam.gov;

v. DUNS Number. Subrecipient agrees and acknowledges that TEACH-FOR-ALL may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Data Universal Numbering System (DUNS) number to TEACH-FOR-ALL;

vi. Federal Funding Accountability and Transparency Act of 2006. Subrecipient agrees to provide TEACH-FOR-ALL with all information requested by TEACH-FOR-ALL to enable TEACH-FOR-ALL to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252);

vii. Regulations on Nondiscrimination. Subrecipient shall comply with the [TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. § 2000D ET SEQ., SECTION 504 OF THE REHABILITATION ACT OF 1973, 29 U.S.C. § 794, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, 20 U.S.C. §§ 1681, 1682, 1683, 1685 AND 1686, AND THE AGE DISCRIMINATION ACT OF 1975, 42 U.S.C. § 6101 ET SEQ.] and any regulations promulgated thereunder on nondiscrimination in programs or activities receiving federal financial assistance at USAID Standard Provisions for Non-US Nongovernmental Organizations;

viii. Drug-Free Workplace. Subrecipient shall comply with the requirements of the

Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 et seq. and 2 CFR 182, and the applicable regulations by the Grantor set forth in USAID Standard Provisions for Non-US Nongovernmental Organizations, which require all programs or activities receiving federal assistance to maintain a drug free workplace;

ix. Equal Treatment for Faith-Based Organizations. Subrecipient shall comply with the Grantor's regulations regarding the equal treatment of religious organizations at USAID Standard Provisions for Non-US Nongovernmental Organizations;

x. Pro-Children Act of 1994. Subrecipient certifies that it, its employees, agents, contractors, and subcontractors, in accordance with 20 U.S.C. 6081 et seq., will not permit smoking in any portion of an indoor facility owned or leased by, or contracted for, Subrecipient and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18;

xi. Policies on Limited English Proficient Persons. Subrecipient must have written policies requiring reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services, and that there is effective communication between Subrecipient and individuals with limited English proficiency, and are consistent with USAID Standard Provisions for Non-US Nongovernmental Organizations.

xii. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall subject to TEACH-FOR-ALL proof of any licensure, certification, permit, or accreditation upon request; and

xiii. Other TEACH-FOR-ALL Agreements. Subrecipient shall fulfill all other agreements with TEACH-FOR-ALL and shall comply with all federal, state, and local laws applicable to programs funded by such agreements.

9. Employment Laws and Policies.

a. Non-Discrimination. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religious affiliation, age, gender (including pregnancy, marital status, change in marital status, or parenthood), veteran status, or disability (including physical or mental). Subrecipient shall comply with all applicable provisions of federal, state, and local laws prohibiting discrimination in employment.

10. Confidentiality; Protection of Personally Identifiable Information.

a. Confidentiality. Subrecipient shall treat as proprietary any information belonging to TEACH-FOR-ALL that is disclosed to Subrecipient during Subaward Term and shall not disclose such information to any third party without written permission from TEACH-FOR-ALL.

b. Protection of Personally Identifiable Information. Subrecipient agrees to treat as confidential all personally identifiable information created, obtained, or maintained during the Approved Services. "Personally identifiable information" refers to information or data which identifies or describes an individual. Personally identifiable information includes without limitation the individual's name; the names of the individual's family members; the individual's address; any personal identified such as the individual's social security number, driver's license number, employee number, or biometric record; other indirect identifies such as the individual's date of birth, place of birth, or mother's maiden name; and other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person without personal knowledge of the individual to identify the individual with reasonable certainty. Subrecipient shall protect and secure all personally identifiable information, and in the event of a breach to notify individuals affected and TEACH-FOR-ALL of such breach and the measures taken to prevent additional breaches, in accordance with all applicable federal, state, and local

laws, including without limitation laws which regulate the use of funds allocated under the Authorizing Statute and Implementing Regulations.

11. Publicity; Public Announcements. Any publicity or public announcements related to activities funded by the award will comply with M9. "Marking and Public Communications under USAID-Funded Assistance" in the Standard Provisions for Non-US Nongovernmental Organizations.

12. Intellectual Property Rights. TEACH-FOR-ALL shall own all rights, title, and interest relating to any and all inventions, works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Subrecipient during the Subaward Term that relate to the subject matter of or arise out of or in connection with the Approved Services ("Work Product"). All Work Product is work made for hire to the extent allowed by law and, in addition, Subrecipient hereby makes all assignments necessary to accomplish the foregoing ownership. Subrecipient shall assist TEACH-FOR-ALL to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Subrecipient hereby irrevocably designates and appoints TEACH-FOR-ALL as its agents and attorneys in fact, coupled with an interest, to act for and on Subrecipient's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing ownership with the same legal force and effect as if executed by Subrecipient and all other creators or owners of the applicable Work Product. Subrecipient represents and warrants that all Work Products created for TEACH-FOR-ALL under this agreement is original and does not infringe on the rights of any third party. Subrecipient further agrees to indemnify and hold harmless TEACH-FOR-ALL against any damages or losses related to any claims of intellectual property infringement by the Work Product. The parties also acknowledge and agree that the Grantor reserves a paid up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in the Work Product; and (ii) any rights of copyright to which TEACH-FOR-ALL, Subrecipient, or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. This provision shall survive the expiration or termination of this agreement.

13. Indemnification. Subrecipient shall defend and hold harmless TEACH-FOR-ALL, its directors, officers, employees, agents, or representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorneys' fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its directors, officers, employees, agents, or representatives, or anyone else for whose acts Subrecipient may be responsible in the performance of Subrecipient's obligations under this agreement. This provision shall survive the expiration or termination of this agreement.

14. Insurance. Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subagreement. TEACH-FOR-ALL may from time to time reasonably require additional insurance against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this agreement.

15. Termination.

a. By TEACH-FOR-ALL. TEACH-FOR-ALL may, by giving written notice to Subrecipient,

terminate this agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this agreement, including failure to comply with any provision of Section 8 above; (ii) Subrecipient's default, breach, or any intervening casualty which poses an immediate threat to life, health, or safety; (iii) Subrecipient's breach of its representatives, warranties, and certifications contained in this agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by TEACH-FOR-ALL pursuant to this agreement; (vi) the submission by Subrecipient to TEACH-FOR-ALL or the Grantor of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this agreement; (viii) suspension, termination, in whole or in part of, for absence or reduction of appropriations for, grants or reimbursements to TEACH-FOR-ALL under the Authorizing Statute and Implementing Regulations; (ix) the necessity for termination and/or amendment of this agreement so as to make any terms of this agreement consistent with federal, state, or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership, or dissolution by or with respect to Subrecipient. TEACH-FOR-ALL may also terminate this agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.

b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, statute, or local laws after the commencement of the Subaward Term, including without limitation those applied by the Grantor in their grants and reimbursements to ACVP, and which thereby become applicable to Subrecipient during the Subaward Term, Subrecipient shall terminate this agreement by giving written notice to TEACH-FOR-ALL. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

c. Transfer of Performance upon Termination. Upon giving or receiving notice of termination, TEACH-FOR-ALL may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to TEACH-FOR-ALL, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this agreement.

d. Disposition of Property. In the event of any termination of this agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this agreement shall be disposed of according to the Authorizing Statute and Implementing Regulations, and Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement during the Subaward Term.

e. Liability for Default. Whether or not this agreement is terminated, Subrecipient shall be liable to TEACH-FOR-ALL for damages sustained by TEACH-FOR-ALL by virtue of any breach of this agreement by Subrecipient and TEACH-FOR-ALL shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this agreement by TEACH-FOR-ALL. This shall include without limitation liability of Subrecipient for the disallowance by the Grantor of the reimbursement of charges submitted by TEACH-FOR-ALL for services provided by Subrecipient under this agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Grantor of Subrecipient or TEACH-FOR-ALL, the amount disallowed must be paid by Subrecipient to TEACH-FOR-ALL from funds other than those provided by TEACH-FOR-ALL under this agreement.

16. General Provisions.

a. Governing Law. This agreement shall be governed by the laws of the State of New York, without giving effect to the conflicts of laws provision thereof.

b. Integration. This agreement supersedes all oral agreements, negotiations, and representations between the parties pertaining to the subject matter of this agreement.

c. Severability. If any provision of this agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

d. Waiver of Breach. The waiver by either party of any breach of any provision of this agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.

e. Binding Effect; Assignment. Except as otherwise provided in this agreement, every covenant, term, and provision of this agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees, and assigns. Subrecipient shall not assign, subcontract, or transfer any of its rights, responsibilities, or obligations under this agreement without TEACH-FOR-ALL' s prior written consent, which TEACH-FOR-ALL may withhold in its sole discretion. Should Subrecipient assign, subcontract, or transfer any of its rights, responsibilities , or obligations under this agreement with such consent from TEACH-FOR-ALL, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services under this agreement must enter into a written agreement that is consistent with this agreement and the requirements specified within (including but not limited to the Authorizing Statute and Implementing Regulations) and that is approved by TEACH-FOR-ALL prior to its execution.

f. Notices. Notices required by this agreement shall be made in writing and delivered by U.S. mail (postage prepaid), commercial courier, or personal delivery, or other electronic means, provided that receipt is confirmed. Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

TEACH-FOR-ALL:

Name: Srihari Prabhu

Title: Head of Finance

Organization: Teach For All

Address: 25 Broadway Fl 13, New York, NY, 10004-1010

Telephone: +91-77-389-12725

E-mail: Srihari.Prabhu@teachforall.org

If to Subrecipient:

Name: Claudia Gonzalez

Title: Executive Director

Organization: Enseña por Paraguay

Address: Doctor Luis Maria Argaña N°417, Asunción, Paraguay.

Telephone: +595981-828-522

E-mail: claudia@ensenaporparaguay.org

- g. Substantial Involvement: Substantial involvement notices required by this agreement shall be made in writing and delivered by U.S. mail (postage prepaid), commercial courier, or personal delivery, or other electronic means, provided that receipt is confirmed. Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

TEACH-FOR-ALL:

Name: Ana Florez

Title: Chief of Party

Organization: Teach For All

E-mail: Ana.Florez@teachforall.org

Name: James Hahn

Title: Deputy Chief of Party

Organization: Teach For All

E-mail: James.Hahn@teachforall.org

Name: Edgar Farfan

Title: Finance and Grants Manager

Organization: Teach For All

E-mail: Edgar.Farfan@teachforall.org

- h. Amendment. Any amendment to this agreement, including to the Approved Services and the Approved Budget, shall be made in writing and signed by an authorized representative of each party, and attached to this agreement.
- i. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions, or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

The remainder of this page is intentionally blank.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND UNDERSTANDS ITS TERMS, HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL, AND VOLUNTARILY SIGNS THIS AGREEMENT.

Teach For All, Inc.

By: _____

Name: Srihari Prabhu

Title: Head of Finance

Date: November 13, 2020

Enseña por Paraguay

By: _____

Name: Claudia González Sarubbi

Title: CEO

Date: 13/11/2020

LIST OF SUBAWARD AGREEMENT EXHIBITS

Exhibit A	Notice of Prime Award
Exhibit B	Subaward Profile
Exhibit C	Approved Services
Exhibit D	Approved Budget
Exhibit E	Required Contract Provisions
Exhibit F	Lobbying Certification

EXHIBIT A

NOTICE OF PRIME AWARD



USAID
FROM THE AMERICAN PEOPLE

Ana Florez
Program Director
Teach For All, Inc. (TFAll)
25 Broadway, 13th Floor
New York, NY 10004-1005

Cooperative Agreement Number: 7200AA20CA00027

Title: Teach For LAC

Dear Ms. Ana,

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the US Agency for International Development (hereinafter referred to as “USAID” or “Grantor”) hereby provides to Teach For All, Inc. (hereinafter referred to as “Grantee,” or “Recipient”), the sum set forth in Attachment A of this Agreement to provide support to the program entitled “Leadership for Change: Teaching Effectiveness to Improve Educational Outcomes in Latin America and the Caribbean (LAC)” as described in Attachment B of this Agreement.

This Cooperative Agreement is effective as of the date indicated in Attachment A. Obligation is made as of the date of this Agreement and will apply to commitments made by the Recipient in furtherance of program objectives for the period described in Attachment A. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (Schedule), Attachment B (Program Description), Attachment C (Standard Provisions), and Attachment D (Branding Strategy and Marking Plan) - all of which have been agreed to by your organization.

Please sign the second page of this cover letter to acknowledge your receipt of this award and email a scanned copy of the signed page to Suhaib Khan at sukhan@usaid.gov.

Sincerely,

Suhaib A.
Khan

Suhaib Khan
Agreement Officer
M/OAA/SIDP

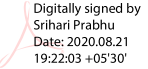
Digitally signed by Suhaib
A. Khan
Date: 2020.08.26 16:37:22
-04'00'

DATE: _____

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions
- D. Branding Strategy and Marking Plan

ACKNOWLEDGED:

BY: Srihari Prabhu  Digitally signed by Srihari Prabhu
Date: 2020.08.21 19:22:03 +05'30'

NAME: Srihari Prabhu

TITLE: Head of Finance, Teach For All

DATE: August 21, 2020

TIN: 2122566

DUNS: 829206692

DIRECT REIMBURSEMENT

EXHIBIT B

SUBAWARD PROFILE

Subrecipient Name	Enseña por Paraguay
Subrecipient Unique Entity Identifier (DUNS):	955068205
Federal Award Identification Number (FAIN):	7200AA20CA00027
Federal Award Date of Award to the Recipient by the Federal Agency:	September 1, 2020
Subaward Period of Performance Start Date:	November 12, 2020
Subaward Period of Performance End Date:	August 31, 2023
Amount of Federal Funds Obligated by this Action by the Pass- Through Entity to the Subrecipient:	\$102,857
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass- Through Entity Including the Current Obligation:	\$102,857
Total Amount of the Federal Award Committed to the Subrecipient by the Pass- Through Entity:	\$353,454
Federal Award Project Description:	“Leadership for Change: Teaching Effectiveness to Improve Educational Outcomes in Latin America and the Caribbean (LAC)”
Name of Federal Awarding Agency:	US Agency for International Development
Name of Pass-Through Entity:	Teach For All
Contact Information for Federal Awarding Official:	USAID AOR: Michael Lisman. Note: Communication will be held with Teach For All.
Contact Information for TEACH-FOR-ALL Authorizing Official:	Srihari Prabhu
Contact Information for TEACH-FOR-ALL Substantial Officials:	Chief of Party, Ana Florez Deputy Chief of Party, James Hahn Finance and Grants Manager, Edgar Farfan
CFDA Number and Name:	98.001
Identification of Whether Subaward is R&D:	NA
Indirect Cost Rate for TEACH-FOR-ALL Federal Award:	10%
Subrecipient Indirect Costs:	10%, See Exhibit D - Approved Budget

EXHIBIT C

APPROVED SERVICES

Scope of Services & Work Plan

Enseña por Paraguay

November 12, 2020- August 31, 2023

I. Program Overview

The USAID Regional Leadership For Change in Education Program (hereafter referred to as the “Program”) is being implemented by Teach For All with partner organizations Enseña por Paraguay (ExP) and Enseña Ecuador with the aim to expand to other countries in the region. The purpose of the Program is to improve the quality of education of marginalized and vulnerable children and youth in Latin American and the Caribbean (LAC), focusing on cultivating and developing leadership across different levels of the education systems.

The Program includes four main objectives:

1. *Recruit and select growing Fellow cohorts in expanded target areas.* Partner organizations will expand the recruitment and selection of these cohorts of talented leaders from diverse backgrounds, academic disciplines and career interests to serve as Fellows to influence holistic outcomes of students in marginalized communities.
2. *Train and support Fellows to be effective teachers.* Partner organizations will focus on the delivery of a comprehensive and holistic pre-service training and ongoing intensive coaching for Fellows.
3. *Implement alumni leadership strategies and community engagement activities.* The Program will engage Fellows and alumni to work with students, teachers, and community members to contribute capacity to their systems at all levels.
4. *Strengthen the capacity of partner organizations while fostering regional learning.* The global organization will enable partner organizations to strengthen their capacity to achieve results by fostering regional networks to share evidence of the implementation and convening spaces for dialogue and exchange.

By the end of the Program, each partner organization will have catalyzed their strengths while measuring impact on teacher effectiveness and collective leadership that will influence students’ outcomes at the classroom level. Specifically, main results will be around the effectiveness of the Fellows in the classroom, Fellow cohort growth, and the expansion of partner organizations’ reach within geographic clusters, marginalized youth engagement, and Alumni engagement in their communities and local education systems, measured by the data system in each country. We hope to inform decision making on teacher quality and leadership to exert collective leadership for today’s children and, through effecting system change, for future generations in LAC.

II. Year 1 Work Plan (November 12, 2020 – August 31, 2021)

Enseña por Paraguay’s Year 1 work plan is presented in an accompanying Gantt chart below. This chart outlines the work that ExP will complete in Year 1 under objectives 1, 2, and 3. The work plan is currently pending final approval from USAID, so any final adjustments requested by USAID will be need to be incorporated into the plan included as part of Exhibit C. Additionally, ExP will need to update the annual work plan for Year 2 and 3 and include it as part of Exhibit C.

In Year 1, Enseña por Paraguay will take part in all regional activities including start up, establishment of MEL activities. As part of Objectives 1 and 2, ExP will implement recruitment and training of Fellows in the expansion departments of Central and Presidente Hayes. As part of Objective 3, Enseña por Paraguay will implement two community engagement projects. The first is a three-module school director training for 15 school principals. The modules will touch on the role of principals in school management, conflict resolution, and emotional intelligence. The second project is called “Puentes Digitales,” which aims to bring education to areas with little or no access to connectivity and technology by distributing tablets with preloaded content on a regular basis to students in those

communities, along with dedicated training for students and parents on the use of the tablets and digital content.

COVID-19 Impact

As of November 2020, it is still unclear in Paraguay whether the 2021 school year will be in-person or virtual. If schools do open, it appears likely that attendance in person will be voluntary, so there will likely be some form of blended learning no matter what. Enseña por Paraguay will be able to conduct the majority of activities in the Year 1 work plan virtually if needed related to recruitment, Fellow training, and community and alumni engagement. For example, ExP is planning a Summer Institute that is mostly virtual, with the exception of one week of in-person training (assuming that COVID-19 restrictions allow for this). Additionally, the *Puentes Digitales* program will be adapted to apply technology to in-person classes if/when students and Fellows return to school.

The main Year 1 work plan activities for ExP that would be impacted by prolonged COVID-19 restrictions would be data collection activities related to piloting the student assessment item bank with students. This process needs to be done in person in order to ensure test security. If items are not able to be piloted in April as planned, ExP will attempt to pilot them with students later in Year 1 once in-person activities are permitted.

Enseña por Paraguay will keep the Teach For All global organization informed of any delays or adjustments to Year 1 work plan activities through regular meetings and communication.

EXHIBIT D

APPROVED BUDGET



COST ELEMENTS

Ex Rate 1

Year 1 - Budget

Year 1 - Monthly Budget, Amounts

Year 2

Year 3

Total PYG

Unit	Qty	Year 1 - Monthly Budget, Amounts												Subtotal PYG	
		Sep	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021		
A. Personnel & Fringe Benefit															
a) Personnel (Salary)															
Annual current salary															
Program Manager & Director of MEL	108,000,000	% time	100%	0	6,986,853	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	87,986,853
Head of Training	90,000,000	% time	100%	0	3,750,000	3,750,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	67,500,000
Director of Finance & Administration	78,000,000	% time	50.00%	0	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	32,500,000	
Director Participant Recruitment and Selection &	78,000,000	% time	50.00%	0	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	32,500,000	
Tutor 1- Presidente Hayes	60,000,000	% time	100%	0	2,500,000	2,500,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	45,000,000	
Tutor 2- Central	60,000,000	% time	100%	0	0	0	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	40,000,000	
Tutor 3- Presidente Hayes	60,000,000	% time	0%	0	0	0	0	0	0	0	0	0	0	0	
Tutor 4- Central	60,000,000	% time	0%	0	0	0	0	0	0	0	0	0	0	0	
Government Engagement Director	78,000,000	% time	50.00%	0	0	0	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	26,000,000	
TOTAL Personnel				-	19,736,853	21,750,000	36,250,000	36,250,000	36,250,000	36,250,000	36,250,000	36,250,000	36,250,000	331,486,853	
B. Fringe Benefits (same individuals in personnel)															
a) Health Insurance															
Annual current benefits															
Program Manager & Director of MEL	17,820,000	% time	75.00%	0	1,152,831	2,817,238	1,485,000	1,485,000	1,485,000	1,485,000	1,485,000	1,485,000	1,485,000	21,850,068	
Head of Training	14,850,000	% time	75.00%	0	618,750	1,243,750	1,237,500	1,237,500	1,237,500	1,237,500	1,237,500	1,237,500	1,237,500	16,762,500	
Director of Finance & Administration	12,870,000	% time	37.50%	0	536,250	1,077,917	536,250	536,250	536,250	536,250	536,250	536,250	536,250	8,070,833	
Director Participant Recruitment and Selection & Alumr	12,870,000	% time	37.50%	0	536,250	1,077,917	536,250	536,250	536,250	536,250	536,250	536,250	536,250	8,070,833	
Tutor 1- Presidente Hayes	9,900,000	% time	75.00%	0	412,500	829,167	825,000	825,000	825,000	825,000	825,000	825,000	825,000	11,175,000	
Tutor 2- Central	9,900,000	% time	75.00%	0	0	0	825,000	825,000	825,000	825,000	825,000	825,000	825,000	9,933,333	
Tutor 3- Presidente Hayes	9,900,000	% time	0.00%	0	0	0	0	0	0	0	0	0	0	0	
Tutor 4- Central	9,900,000	% time	0.00%	0	0	0	0	0	0	0	0	0	0	0	
Government Engagement Director	12,870,000	% time	50.00%	0	0	0	536,250	536,250	536,250	536,250	536,250	536,250	536,250	6,456,667	
TOTAL Fringe Benefits				-	3,256,581	7,045,988	5,981,250	5,981,250	5,981,250	5,981,250	5,981,250	5,981,250	5,981,250	30,147,917	
TOTAL Personnel & Fringe Benefits				-	22,993,434	28,795,988	42,231,250	42,231,250	42,231,250	42,231,250	42,231,250	42,231,250	42,231,250	66,397,917	
B. Consultants															
Daily rate															
Data collectors (2)	415,200	days	60	0	0	0	0	0	6,228,000	6,228,000	0	0	0	12,456,000	
Total Consultants				-	-	-	-	-	6,228,000	6,228,000	-	-	-	12,456,000	
C. Travel, Transportation & PerDiem															
A. National Travel															
a) Program support															
Cost / trip (average)															
Local transport for Fellow coaching & community enga	100,452	trip	15	0	0	0	301,356	301,356	0	301,356	0	301,356	301,356	0	
Local transportation - MEL	100,452	trip	15	0	0	0	0	0	502,260	502,260	0	0	0	502,260	
B. International Travel															
a) Diversity, Equity & Inclusiveness Fellowship															
Airfare international	6,027,118	trip	0	0	0	0	0	0	0	0	0	0	0	0	
Lodging & Meal and incidental expenses	2,343,879	trip	0	0	0	0	0	0	0	0	0	0	0	0	
b) Monitoring, Evaluation & Learning Network Learr															
Cost / trip (average)															
Airfare	6,027,118	trip	1	0	0	0	0	0	0	6,027,118	0	0	0	6,027,118	
Lodging & Meal and incidental expenses	2,343,879	trip	1	0	0	0	0	0	0	2,343,879	0	0	0	2,343,879	
c) Foster regional networks, Reimagining Education Leadership Workshop															
Airfare international	7,366,478	trip	0	0	0	0	0	0	0	0	0	0	0	0	
Lodging & Meal and incidental expenses	3,348,399	trip	0	0	0	0	0	0	0	0	0	0	0	0	
Total Travel, Transportation & Per Diem				-	-	-	301,356	301,356	502,260	803,616	8,370,998	301,356	301,356	502,260	
D. Other Direct Costs (ODCs)															
a) Activities															
Coaching - Principals	4,118,530	days	3	0	0	0	0	0	0	4,118,530	0	4,118,530	0	12,355,590	
Summer Institute	41,854,989	Times/year	1	0	0	0	41,854,989	0	0	0	0	0	0	41,854,989	
b) Miscellaneous MEL expenses															
Tablets - MEL	1,272,391	Per table	30	0	0	0	0	38,171,730	0	0	0	0	0	38,171,730	
I.T. Support	669,680	Times/year	1	0	0	0	0	0	669,680	0	0	0	0	669,680	
Data systems	3,348,400	Times/year	1	0	0	0	0	0	3,348,400	0	0	0	0	3,348,400	
c) Other															
Audit costs (directly related to project)	3,348,400	Times/year	1	0	0	0	0	0	0	3,348,400	0	0	0	3,348,400	
Tablets - Project Puentes Digitales	1,272,390	Per tablet	60	0	0	0	0	25,447,800	0	0	0	0	0	25,447,800	
Total ODCs				-	-	-	41,854,989	63,619,530	4,018,080	4,118,530	28,796,200	4,118,530	-	29,566,330	
F. Indirect Costs															
Minimis Rate 10%															
Total Indirect Costs				-	2,299,343	2,879,599	8,438,760	10,615,214	5,297,959	5,338,140	7,939,845	4,665,114	4,253,261	10,892,251	
Grand Total Y1				-	25,292,777	31,675,587	92,826,355	116,767,350	58,277,549	58,719,536	87,338,293	51,316,250	46,785,867	119,814,757	

Year 2	Year 3	Total PYG		
Qty	Amount PYG	Qty	Amount PYG	
100%	108,000,000	100%	108,000,000	303,986,853
100%	90,000,000	100%	90,000,000	247,500,000
50%	39,000,000	50%	39,000,000	110,500,000
50%	39,000,000	50%	39,000,000	110,500,000
100%	60,000,000	70%	42,000,000	147,000,000
100%	60,000,000	70%	42,000,000	142,000,000
80%	48,000,000	70%	42,000,000	90,000,000
90%	54,209,208	63%	37,522,791	91,731,999
50%	39,000,000	50%	39,000,000	104,000,000
				1,347,218,852
				362,653,754
100%	26,820,000	100%	26,820,000	75,490,068
100%	22,350,000	100%	22,350,000	61,462,500
50%	12,935,000	50%	12,935,000	33,940,833
50%	12,935,000	50%	12,935,000	33,940,833
100%	14,900,000	70%	11,930,000	38,005,000
100%	14,900,000	70%	11,930,000	36,763,333
80%	12,920,000	70%	11,930,000	24,850,000
90%	13,944,519	70%	11,930,000	25,874,519
50%	12,935,000	50%	12,935,000	32,326,667
				362,653,754
				1,709,872,606
60	24,912,000	30	12,456,000	62,280,000
				62,280,000
				24,912,000
				62,280,000
Total Travel, Transportation & Per Diem				
				62,615,068
D. Other Direct Costs (ODCs)				
5	20,592,650	5	20,592,650	53,540,890
1	41,854,989	1	41,854,989	125,564,967
0	0	0	0	38,171,730
2	1,339,360	2	1,339,360	3,348,400
1	3,348,400	1	3,348,400	10,045,200
1	3,348,400	1	3,348,400	10,045,200
0	0	0	0	76,343,400
				317,059,787
F. Indirect Costs				
				215,182,746
				215,182,746
				2,367,010,207

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Total USD 102,857

Total USD 353,454.0

EXHIBIT E

REQUIRED CONTRACT PROVISIONS



USAID
FROM THE AMERICAN PEOPLE

Standard Provisions for Non-U.S. Nongovernmental Organizations

A Mandatory Reference for ADS Chapter 303

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Standard Provisions for Non-U.S. Nongovernmental Organizations

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

M1. ALLOWABLE COSTS (DECEMBER 2104)

- a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 200, Subpart E, Cost Principles

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - **Cost Principles for Commercial Organizations**

- b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.
- c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."
- d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."
- e. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

M2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 2017)

- a. Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support

performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

b. Audits.

- (1) The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed amount awards.
 - (i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.
 - (ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.
 - (iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.
- (2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed amount awards. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.
- (3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

- (1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.
- (2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

**M3. AMENDMENT OF AWARD AND REVISION OF BUDGET
(AUGUST 2013)**

- a. 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.
- b. In addition to other approvals required in this award, the recipient must receive prior written approval from the AO to:
 - (1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (amendment required);
 - (2) Receive an additional obligation of USAID funds in excess of the amount currently obligated (amendment required);
 - (3) Change key personnel, if specified in the award;
 - (4) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;
 - (5) Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa;

- (6) Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, "Allowable Costs";
 - (7) Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories;
 - (8) Transfer funds allotted for construction activities (as defined in the Mandatory Provision entitled, "Limiting Construction Activities") to other cost categories, or vice versa;
 - (9) Subaward or contract any work under this award, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or
 - (10) If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by the AO.
- c. Failure by the recipient to obtain the approvals required above, or elsewhere in this award, may result in the AO disallowing such costs. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, the AO will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

[END OF PROVISION]

M4. 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]

M5. PROCUREMENT POLICIES (JUNE 2012)

The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."

- a. Procurement Policies and Procedures. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements. The recipient may designate a reasonable micro-purchase threshold (e.g., \$2,500) under which more simplified acquisition procedures may apply. The recipient's procurement procedures must provide, at a minimum:
 - (1) Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:
 - (i) All responsible sources are permitted to compete in an equal manner.
 - (ii) Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.
 - (iii) Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors.
 - (iv) The recipient is encouraged to use U.S. small businesses whenever practicable.
 - (2) Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.
 - (3) The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.
 - (4) Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

- (i) Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subawards. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.
 - (ii) Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.
 - (5) The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation:
 - (i) Basis for contractor selection;
 - (ii) Justification for lack of competition when competitive bids or offers are not obtained; and
 - (iii) Basis for award cost or price.
 - (6) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a- percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.
- b. For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:
- (1) Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and

- (2) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES 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 and Suspension" 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 [ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID](#).

- 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]

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)

- a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.
- b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:
- (1) Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.
 - (2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

- (3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.
 - (4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.
- c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
- (1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.
 - (2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:
 - (i) Activities funded by USAID, then
 - (ii) Activities funded by other United States Government (USG) agencies, then
 - (iii) As directed by the Agreement Officer (AO).
- d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:
- (1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.
 - (2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.
 - (3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

- e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.
 - (1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.
 - (2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.
 - (3) Real or intangible property, of any value.

- f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:
 - (1) The recipient may retain title with no further obligation to USAID.
 - (2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.
 - (3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

- g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

- h. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE

CLEARINGHOUSE AND DATA RIGHTS (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. Rights in Data

- 1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.
- 2) Unless otherwise provided in this provision, the recipient may retain the

rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

- c. Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- d. The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

M9. 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 standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required presidential initiative or related identity) is available on the USAID Web site at www.usaid.gov. 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 subagreements 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]

M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)

- a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, “Notices.” The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.
- b. USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.
- c. In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.
- d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.
- e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.
- f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering

such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

- g. The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2018)

- a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.
- b. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.
- c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.
- d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.
 - (1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained

in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

- e. As part of the recipient's internal controls and standards of employee conduct, the recipient must ensure that 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 this provision or this award, the recipient's Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.
- g. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.
- 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.
- g. The substance of this provision, including this paragraph g., must be included in all subawards. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

- a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the

Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

- b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.
- c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
 - (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
 - (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2);
or
 - (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
- d. Principal means—
 - (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

- (i) Is in a position to handle Federal funds;
- (ii) Is in a position to influence or control the use of those funds; or,
- (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subawards or contracts entered into under this award.

[END OF PROVISION]

M13. DISPUTES AND APPEALS (DECEMBER 2014)

- a. Any dispute under this award will be decided by the Agreement Officer (AO). The AO must furnish the recipient a written copy of the decision.
- b. Decisions of the AO are final unless the recipient appeals the decision to USAID's Deputy Assistant Administrator, Bureau for Management. Any appeal made under this provision must be in writing, postmarked within 30 calendar days of receipt of the AO's decision; include all relevant and material evidence; and be addressed to the Deputy Assistant Administrator, Bureau for Management, U.S. Agency for International Development, Management Bureau, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523. A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.
- c. A decision under this provision by the Deputy Assistant Administrator, Bureau for Management is final.
- d. 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]

M14. 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/SDN-List/Pages/default.aspx/>) or on the UN Security Council

consolidated list

(<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

- 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]

M15. 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]

M16. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

a. 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.

b. 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]

M17. 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]

M18. 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]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: *In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert "Construction is not eligible for reimbursement under this award" in section d) of this provision. If the award permits*

construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.

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
[Type of construction and location(s)]
- 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]

M21. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)

APPLICABILITY: For use in all solicitations and resulting awards. Please refer to [ADS 303, Section 303.3.31, “USAID Implementing Partner Notices \(IPN\) Portal For Assistance”](#) for additional guidance.

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/>.

“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]

M22. 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]

M23. 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 M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (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.

- (3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

- (4) 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.
- (5) The recipient must not submit classified data to the DDL.

[End of Provision]

M24. 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)

M25. 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 ill-treatment; 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 subawards under this award.

[End of Provision]

M26. MANDATORY DISCLOSURES (July 2015)

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](tel:1-800-230-6539) or [202-712-1023](tel: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 §200.338 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]

M27. 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]

M28. 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 non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
- 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.
- c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related 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 funded under this award.

- e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 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 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.
- 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]

M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2020)

- a. The Recipient is prohibited from using grant funds, including direct and indirect costs, program income, and any cost share to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. Telecommunication costs and video surveillance costs incurred for telecommunications and video surveillance services and equipment such as phones, internet, video surveillance, and cloud servers are allowable except for

those referenced in paragraph a. above.

c. Definitions. The terms used in this provision have the following meanings:

(1) "Covered telecommunication equipment or services" as defined in [Pub. L. 115-232, Section 889](#), means any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) "Covered foreign country" is defined in [Pub. L. 115-232, Section 889](#) as the People's Republic of China.

(3) "Telecommunications costs" as defined in 2 CFR 200.1 means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.

d. This provision must be incorporated into all subawards.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

RAA1. ADVANCE PAYMENT AND REFUNDS (DECEMBER 2014)

APPLICABILITY: *This provision must be incorporated into awards that authorize advance payments, which may be authorized when the recipient's accounting and financial management systems conform to the accounting principles generally accepted for funds control and accountability required under the Standard Provision, "Accounting, Audit, and Records," and meet the pre-award responsibility requirements in ADS Chapter 303.*

ADVANCE PAYMENT AND REFUNDS (DECEMBER 2014)

- a. The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).
- b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless:
 - (1) The recipient receives less than \$120,000 in USG awards per year;
 - (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$250 in a twelve month period on USG cash balances; or
 - (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.
- c. The recipient may retain up to \$250 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.
- e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard Form-425 Federal Financial Report or Standard Form-1034

Public Voucher for Purchases and Services Other Than Personal. (See <http://www.gsa.gov/portal/forms/type/SF> for forms.) The recipient must print the statement "Request for Advance" at the top of the form.

- f. In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. An advance may not exceed 30 days of the organization's projected expenses. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted:
- (1) Every 30 days covering a 30-day period;
 - (2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or
 - (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.

- g. The recipient must submit an SF-270, SF-425, or SF-1034 (*with the words "Liquidation of Advances" printed at the top of the form*), quarterly, no later than 30 days after the end of the quarter, to the paying office specified in this award in order to liquidate outstanding advances. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

Within 90 days following the expiration of this award, the recipient must submit the final financial report using the SF-270, SF-425, or SF-1034 showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

- h. When this award expires, the recipient must immediately return all unexpended funds that USAID has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all

amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

- i. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over \$250 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)

APPLICABILITY: *This provision must be incorporated into awards that authorize payment by reimbursement.*

REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)

- a. The recipient must submit to the payment office noted in this award, a fully completed and signed SF-1034, Public Voucher for Purchases and Services Other Than Personal and SF 1034A, Continuation of SF 1034, bi-weekly or monthly, but not less frequently than quarterly. The Standard Form-270 Request for Advance and Standard Form-425 Federal Financial Report can also be used. Each voucher must be identified by this award number, must state the total costs for which reimbursement is being requested. The recipient is encouraged to submit reimbursement documentation in electronic form via e-mail attachment to the e-mail address shown for the payment office. Reimbursement documentation may also be submitted by facsimile or in paper form to the payment office fax number or address provided in this award.
- b. The Standard Forms can be obtained from the GSA forms Web site at: <http://www.gsa.gov/portal/forms/type/SF> or may also be obtained from the USAID payment office.
- c. Notwithstanding any other term of this award, USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

[END OF PROVISION]

RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (DECEMBER 2014)

APPLICABILITY: *This provision is only applicable to awards to recipients that currently have a Negotiated Indirect Cost Rate Agreement (NICRA).*

INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (DECEMBER 2014)

a. Definitions. As used in this clause—

“Indirect (Facilities & Administrative (F&A)) costs” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

“Indirect cost rate proposal” means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs) through Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals of this part.

“Nonprofit organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (2) Is not organized primarily for profit; and
- (3) Uses net proceeds to maintain, improve, or expand the operations of the organization.

- b. Provisional indirect cost rates must be established for the recipient's fiscal years during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs will be reimbursed at the rates, on the bases, and for the periods shown in the Schedule of this award.
- c. The recipient must submit to the Agreement Officer (AO) the proposed final indirect cost rates with supporting cost data, within the earlier of 30 days after receipt of the audit report or nine months after the end of the audit period. The

proposed rates must be based on the recipient's actual costs during the recipient's applicable fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.

Except as otherwise provided in 2 CFR 200.414 Indirect (F&A) costs paragraph (e), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.

- d. Allowability of costs and acceptability of cost allocation methods will be determined in accordance with the applicable cost principles. The applicable cost principles can be found in the Standard Provision, "Allowable Cost."
- e. The results of each negotiation will be set forth in a Negotiated Indirect Cost Rate Agreement (NICRA) signed by both parties, and is automatically incorporated into this award. This award must specify (1) the agreed upon provisional and final indirect cost rate(s), (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The NICRA will not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- f. Pending establishment of final indirect cost rates for any fiscal year, the recipient will be reimbursed either at negotiated provisional rates or at billing rates acceptable to the AO, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year.
- g. 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. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)

APPLICABILITY: *This provision is applicable to awards where all of the following are true: 1) the recipient has never received a Negotiated Indirect Cost Rate Agreement*

(NICRA); 2) the recipient has chosen not to use the 10% de minimis rate authorized in 2 CFR 200.414(f)); and 3) the indirect costs are not included as other direct costs in the budget. When using this provision, all indirect costs must be charged as a fixed amount and must be shown as a separate line item in the budget.

INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)

- a. The recipient will be paid a fixed amount to cover indirect costs, as provided below. Indirect costs are common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses. In determining the fixed amount, these costs must be prorated equitably and consistently across all programs and activities of the recipient using a base that measures the benefits of that particular cost to each program or activity to which the cost applies. The bases must be established in accordance with reasonable criteria, and be supported by current data. Indirect costs must then be charged to the programs they benefit.
- b. The fixed amount for indirect costs and a schedule for payments must be incorporated into the award budget. This award must specify the categories of costs, as described in paragraph a., that are covered by the fixed amount, and the recipient must not charge such costs separately as direct costs. Any deviations must be approved, in advance, in writing, by the Agreement Officer (AO).
- c. USAID will not pay the recipient in excess of the negotiated fixed amount for indirect costs, as authorized in this award. Similarly, where the actual costs are less than the agreed fixed amount for indirect costs included in the award budget, the recipient will not be liable to return the difference to USAID. However, if the total costs, including direct costs and the indirect costs described in a., that USAID is supporting through this award change significantly (that is, by 20 percent or more in the aggregate), the AO reserves the right to adjust the fixed amount for indirect costs to equitably charge the indirect costs that benefit this award.

[END OF PROVISION]

RAA5. INDIRECT COSTS – DE MINIMIS RATE (MAY 2020)

APPLICABILITY: *This provision is applicable to awards where the recipient has never received a negotiated indirect cost rate and has elected to charge a de minimis rate of up to 10% of modified total direct costs (MTDC). When using this provision, the award budget must reflect the de minimis rate of 10% or a lesser amount if requested by the*

recipient. The award budget must not include direct costs that the recipient indicated were included in the indirect rate.

INDIRECT COSTS – DE MINIMIS RATE (MAY 2020)

- a. The recipient will be paid a de minimis rate of up to 10% of its modified total direct costs (MTDC) to cover indirect costs, as provided below. Indirect costs are common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses. The actual rate will be established in the award budget.
- b. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the prior written approval of the Agreement Officer.
- c. The recipient must consistently charge its costs as either indirect or direct costs but must not double charge or inconsistently charge the same cost or categories of costs as both.
- d. If chosen, once elected, this rate and methodology must be used consistently for all Federal awards until the recipient has an approved Negotiated Indirect Cost Rate.

[END OF PROVISION]

RAA6. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 2015)

APPLICABILITY: *This provision is required in accordance with 2 CFR 25, Universal Identifier And System of Award Management. Agreement Officers (AOs) must include this provision in all assistance solicitations and all awards, unless the AO exempts an organization from compliance with the provision under one of the following exceptions, from paragraph d. below:*

Exceptions. *The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the System of Award Management (SAM) do not apply, at the prime award or subaward level, to:*

- (1) Awards to individuals

(2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the AO determines, in writing, that these requirements would cause personal safety concerns.

UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 2015)

- a. Requirement for System of Award Management (SAM).** Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this 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 award term.
- b. Requirement for Data Universal Numbering System (DUNS) numbers.** 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 unless the entity has provided its DUNS number to you.
 - (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c. Definitions.** For purposes of this award term:
- (1) System of Award Management (SAM) means the Federal repository into which an entity 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 www.sam.gov).
 - (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).
 - (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

- (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;
 - (iv) A domestic or foreign for-profit organization; and
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (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 subpart F Audit Requirements).
 - (iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
- (i) Receives a subaward from you under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

a. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the System of Award Management (SAM) do not apply, at the prime award or subaward level, to:

- (1) Awards to individuals
- (2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)
- (3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

b. This provision does not need to be included in subawards.

[END OF PROVISION]

RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)

APPLICABILITY: *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards expected to exceed \$25,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If the AO determines that an exemption applies, the AO must provide guidance to the recipient on reporting with generic information.*

Exemptions.

- (1) *The requirements to report under this provision do not apply to:*
 - (i) *Awards to individuals*
 - (ii) *Awards less than \$25,000*
- (2) *When the AO determines, in writing, that these requirements would cause personal safety concerns, reporting under this provision can be accomplished using generic information.*

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)

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 obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
- (2) **Where and when to report.**
 - (i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrc.gov.
 - (ii) 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.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

- (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 –
 - (i) The total Federal funding authorized to date under this award is \$25,000 or more;
 - (ii) 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
 - (iii) 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:
 - (i) As part of your registration profile at www.sam.gov.
 - (ii) 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 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) 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;
 - (iv) A domestic or foreign for-profit organization;
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (2) Executive means officers, managing partners, or any other employees in management positions.
- (3) 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 subpart F Audit Requirements).
 - (iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (4) Subrecipient means an entity 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.

- (5) 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]

RAA8. SUBAWARDS (DECEMBER 2014)

APPLICABILITY: *This provision is applicable when subawards are expected to be financed under this award.*

SUBAWARDS (DECEMBER 2014)

- a. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a

Federal program.

- b. The recipient remains responsible for the work that is subawarded, and therefore, the recipient must comply with the following:
- (1) Subrecipient's responsibility: The recipient must determine that the subrecipient possesses the ability to perform successfully under the terms and conditions of a proposed award, taking into consideration the subrecipient's integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The recipients must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals."
 - (2) Enter into a written subaward: All subawards must contain the following:
 - (i) Program description, budget, and period of performance,
 - (ii) Terms and conditions to define a sound and complete agreement,
 - (iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted.
 - (iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.
- c. Unless otherwise approved by the USAID Agreement Officer, the recipient must not provide funds to the governments of or entities controlled by the governments of countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

APPLICABILITY: *This provision is applicable when costs for international travel or air transportation of cargo are anticipated to be funded by USAID. This provision is not applicable if the recipient is providing for international travel costs with private funds as part of a cost-sharing requirement or with Program Income generated under this award.*

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 airfare, 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 airfare 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,
 - a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. 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]

RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)

***APPLICABILITY:** This provision is applicable for awards and subawards for which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.*

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 20523-7900
Email: oceantransportation@usaid.gov

- b. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

APPLICABILITY: *This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500. Please insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under section (b) of this provision.*

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

- a. By April 16 of each year, the recipient must submit a report containing:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) 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.
 - (v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional “with a copy to”].
- 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 subagreements, including subawards and contracts.

[END OF PROVISION]

RAA12. PATENT RIGHTS (JUNE 2012)

APPLICABILITY: This provision is applicable to awards to small business firms or nonprofit organizations for the performance of experimental, developmental, or research work funded in whole or in part with USAID funds.

PATENT RIGHTS (JUNE 2012)

a. Patent Rights

- (1) Allocation of Principal Patent Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the recipient retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention."
- (2) Definitions. For purposes of this provision, the following terms will have the following meaning:
 - (i) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
 - (ii) "Subject invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this award.
- (3) The recipient must disclose each subject invention to the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking System (<http://www.iedison.gov>) within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. In addition, the recipient agrees to submit, on request, periodic reports to the Agreement Officer's Representative, no more frequently than annually, on the utilization of a subject invention.

- (4) Conditions When the U.S. Government May Obtain Title. The recipient must convey title to any subject invention to USAID, upon written request, subject to recipient's retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:
- (i) If the recipient fails to file a U.S. patent application or to disclose the subject invention to USAID at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.
 - (ii) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.
- b. Subawards and Contracts: Recipient must include this the Standard Provision, suitably modified to identify the parties, in all subawards and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The recipient must retain all rights provided for the USG in this the Standard Provision, and the recipient must not, as part of the consideration for awarding the contract or subaward, obtain more rights in the contractor's or subrecipient's subject inventions than provided in this provision.

[END OF PROVISION]

RAA13. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

APPLICABILITY:

This provision applies to awards that contain funding for any exchange visitor activities or participant training, as defined in [ADS 252](#) and [253](#), respectively, conducted or paid for by the recipient with USAID funds under this award.

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]

RAA14. INVESTMENT PROMOTION (NOVEMBER 2003)

APPLICABILITY: *The following provision is required for grants and cooperative agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in [ADS 225](#) (see 225.3.)*

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 entered into hereunder.

[END OF PROVISION]

RAA15. COST SHARE (JUNE 2012)

APPLICABILITY: *This provision is applicable when the recipient provides a Cost Share.*

COST SHARE (JUNE 2012)

- a. During the period of this award, the recipient agrees to spend an amount of funds from non-U.S. Government sources specified as Cost Share, as provided in the award budget. Any Cost Share restrictions contained in this award take precedence over the terms of this provision.
- b. The recipient's Cost Share under this award may include project costs incurred by the recipient from its own funds, or project costs financed with cash, services, or property contributed or donated to the recipient from other non-U.S. Government sources, including subrecipients. Not all Cost Share requires cash outlays by the recipient; examples are depreciation and use charges for buildings and equipment.
- c. The recipient's Cost Share contributions, both cash and in-kind, must meet all of the following criteria:
 - (1) Are verifiable from the recipient's records;
 - (2) Are not included as cost share contributions for any other U.S. Government (USG) -assisted program;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of this award's objectives;
 - (4) Are allowable under the Standard Provision, "Allowable Costs";
 - (5) Are not paid by the USG under another grant or agreement (unless the grant or agreement is authorized to be used for Cost Share); and
 - (6) Are included in the approved budget.
- d. The source, nationality, and restricted goods requirements in the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services" do not apply to cost share expenditures.
- e. The value of non-U.S. Government in-kind contributions applied to Cost Share is established by the following procedures:
 - (1) Volunteer services must be an integral and necessary part of an approved program. Rates for volunteers must be consistent with those paid for similar work in the recipient's organization, or consistent with those paid

for similar work in the labor market in which the recipient competes. Volunteer services furnished by others must be valued at the employee's regular rate of pay, exclusive of overhead costs, provided these services are of the same skill for which the employee is normally paid. In any case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

- (2) The assessed value of donated supplies and equipment must be reasonable and must not exceed the fair market value of the property at the time of the donation.
 - (3) The value of donated property must be determined in accordance with the usual accounting policies of the recipient with the following qualifications:
 - (i) If the purpose of this award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as Cost Share.
 - (ii) If the purpose of this award is to support activities that require the use of equipment, buildings, or land, normally only depreciation or use charges for equipment and buildings may be made. However, the Agreement Officer (AO) may approve the charge of the full value of equipment or other capital assets and fair rental charges for land.
 - iii) The value of donated land and buildings must not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser.
 - (iv) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.
 - (v) The value of donated space must not exceed the fair rental value of comparable space and facilities in a privately owned building in the same locality, as determined by adequate market research.
 - (vi) The value of loaned equipment must not exceed its fair rental value.
- f. The recipient must provide supporting records for in-kind contributions from third parties.
- (1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.
 - (2) The basis for determining the valuation for personal services, material, equipment, buildings, and land must be documented.
- g. If the recipient expends less than the agreed upon Cost Share as specified in this award, the AO may apply the difference to reduce the amount of USAID

funding for the following funding period, require the recipient to refund the difference to USAID when this award expires or is terminated, or reduce the amount of cost share required under the award.

- h. In the event of any disallowance of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the Standard Provisions of this award.

[END OF PROVISION]

RAA16. PROGRAM INCOME (AUGUST 2020)

APPLICABILITY: *This provision is applicable when program income is expected to be earned under this award. The AO must specify in the schedule of the award the approach for use of program income (for example, deduction, addition, or cost-sharing) (see [2 CFR 200.307](#) and [ADS 303.3.10.4](#)).*

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.

- 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.

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."

e. The recipient must report program income using the [Federal Financial Report, SF-425](#). 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]

RAA17. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

APPLICABILITY: *Include this provision in agreements funded from the following accounts:*

- *Development Assistance, including assistance for sub-Saharan Africa,*
- *Global Health Programs, and*
- *Micro and Small Enterprise Development Program Account.*

Further information found in the Mandatory Reference for ADS 303, "Guidance on Funding Foreign Government Delegations to International Conferences,"

(<http://www.usaid.gov/ads/policy/300/350maa>).

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

- a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.
- b. Definitions:
 - (1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.
 - (2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.
 - (3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

[END OF PROVISION]

RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

***APPLICABILITY:** This provision must be included in Request for Applications (RFAs) and in awards involving construction.*

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

- a. One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs).

- b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.
- d. New Construction. All new construction will comply with the above standards for accessibility.
- e. Alterations. Changes to an existing structure that affect the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:
 - (1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
 - (2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

RAA19. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

APPLICABILITY: *This provision is applicable when human subjects are involved in research financed by this award, as defined in 22 CFR 225 and ADS 200 Mandatory Reference, "Protection of Human Subjects in Research Supported by USAID." The AO should confer with the Activity Manager to determine if any research with human subjects will be included in the award.*

PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

- a. The recipient is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).
- b. The recipient must assure USAID of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:
 - (1) Obtaining a Federal-Wide Assurance (FWA) from the U.S. Department of Health and Human Services. Instructions on obtaining an FWA can be found on the Office of Human Research Protection Web site <http://www.hhs.gov/ohrp/assurances/assurances/file/index.html>; or
 - (2) Submitting to the Agreement Officer's Representative (AOR) for USAID approval, a written assurance which includes a statement of principles governing the recipient's responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or
 - (3) Submitting to the AOR for USAID approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in 22 CFR 225.
- c. Definitions for the purposes of this award:
 - (1) Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.
 - (2) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains
 - (i) Data through intervention or interaction with the individual, or

- (ii) Identifiable private information.
- (3) Intervention includes both physical procedures by which data are gathered and the changes to the subject or the subject's environment performed for research purposes.
- (2) Institutional Review Board means a properly constituted ethical committee which will review the research.
- d. USAID staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, USAID may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the following statement:

“Subject’s research records may be independently reviewed by USAID staff and consultants to ensure compliance with USAID requirements for protection of human research subjects.”

[END OF PROVISION]

RAA20. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

Applicability: *This provision must be included in any award that*

- (1) uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386; and*
- (2) covers a program that targets victims of severe forms of trafficking in persons (as defined below) and provides services to individuals while they are still engaged in activities that resulted from such victims being trafficked.*

“Severe forms of trafficking in persons” means

- (1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or*
- (2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

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]

RAA21. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

APPLICABILITY: *This provision must be included in any award that uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386, for a program that targets victims of severe forms of trafficking in persons. "Severe forms of trafficking in persons" means*

- (1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or*
- (2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

The recipient must not provide funds made available to carry out this award to any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution. Such a statement is not required, however, if the sub-recipient organization provides services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked. If required, the sub-recipient organization's statement may be true by virtue of the organization's lack of any policy regarding the issue.

[END OF PROVISION]

RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE

LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

APPLICABILITY: *This provision must be included in any award that uses funds made available specifically under the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386.*

PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

None of the funds made available under this award may be used to promote, support, or advocate the legalization or practice of prostitution. However, this prohibition does not preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted in such victims being trafficked. The recipient must insert this provision in all subagreements under this award.

[END OF PROVISION]

RAA23. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

APPLICABILITY: *This provision is applicable to all awards involving any aspect of voluntary population planning activities.*

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

- (1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.
- (2) Activities which provide family planning services or information to individuals, financed, in whole or in part, under this award, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization (PIO) provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and

health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

- (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9)
 - i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs b.(3), b.(4), b.(5), or b.(7).
 - ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph b.(6) and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. Additional 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.
- (2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based

upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

- (3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.
- (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.

d. 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.

- e. The recipient must insert this provision in all subsequent subagreements, including subawards and contracts, involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

[END OF PROVISION]

**RAA24. CONSCIENCE CLAUSE IMPLEMENTATION
(ASSISTANCE) (FEBRUARY 2012)**

***APPLICABILITY:** This provision must be included in any new assistance award or amendment to an existing award (if not already incorporated into the agreement) obligating FY04 or later funds made available for HIV/AIDS activities, regardless of the program account. Further guidance is found in AAPD 14-04, Section 2.D.*

CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

- (a) Shall not be required, as a condition of receiving such assistance—
 - (1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
 - (2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and
- (b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

[END OF PROVISION]

RAA25. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

***APPLICABILITY:** This provision must be included in any new Request for Applications (RFA) or Annual Program Statement (APS), and any new assistance award or amendment to an existing award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account.*

CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public

health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms". This fact sheet may be accessed at:

<http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>.

The prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts for HIV/AIDS activities.

[END OF PROVISION]

RAA26. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING(ASSISTANCE) (SEPTEMBER 2014)

***APPLICABILITY:** This provision must be included in any new Request for Applications (RFA) or Annual Program Statement (APS), and any new assistance award or amendment to an existing award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account. Further guidance is found in AAPD 14-04, Section 2.E.*

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b)(1) Except as provided in (b)(2), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.
- (b)(2) The following organizations are exempt from (b)(1):
 - (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

- (ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.
 - (iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:
- (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- (c) The following definitions apply for purposes of this provision:
- “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.
- “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.
- “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).
- (d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities.
 - (e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

[END OF PROVISION]

**RAA27. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES
(JULY 2014)**

(For use in all solicitations and resulting awards where competition is limited to local entities. This provision must be used for all awards financed fully or in part with FY14 funds. Please refer to ADS 303, section 303.3.6.6 a.(2), "Other Exceptions to Competition – Local Competition" for additional guidance.)

LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)

(a) By submission of an application and execution of the award, the applicant/recipient agrees that at least fifty (50) percent of the cost of award performance incurred for personnel must be expended for employees of the prime/local entity.

(b) By submission of an application and execution of the award, the Applicant/Recipient represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:

- (1) Is legally organized under the laws of;
- (2) Has as its principal place of business or operations in;
- (3) Is majority owned by individuals who are citizens or lawful permanent residents of; and
- (4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this award will be primarily performed.

(d) For purposes of this provision, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

[END OF PROVISION]

**RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER
RECIPIENT PROCUREMENTS (DECEMBER 2014)**

APPLICABILITY: The following provision is required when the recipient is expected to procure services to be performed overseas.

DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT (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/lbdba.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]

JRAA29. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)

APPLICABILITY: *This provision must be incorporated into awards if the total federal share of the award may include more than \$500,000 over the period of performance.*

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. PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE (MAY 2019)

APPLICABILITY: This provision is applicable to those awards using federal funding predictably for international health activities with a primary purpose or effect of benefitting a foreign country, typically funded from the GHP, ESF, AEECA, or successor accounts, as applicable, including awards reported on under the Health category of the Foreign Assistance Standardized Program Structure, except those under program area HL.8, Water Supply and Sanitation, the American Schools and Hospitals Abroad Program, or programs funded by Food for Peace. This provision applies whenever implementation of the activity involves assistance to or implemented by foreign non-governmental organizations.

PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE (May 2019)

(a) Ineligibility of Foreign Non-governmental Organizations that Perform or Actively Promote Abortion as a Method of Family Planning

This provision is in two parts: I, applicable to foreign non-governmental organizations; and II, applicable to U.S. non-governmental organizations. Both part I and part II should be included in awards.

- I. Grants and Cooperative Agreements with Foreign Non-governmental Organizations
 - (1) The recipient agrees that it will not, during the term of this award, perform or actively promote abortion as a method of family planning in foreign countries or provide financial support to any other foreign non-governmental organization that conducts such activities. For purposes of this paragraph (a), a foreign non-governmental organization is a for-profit or not-for-profit non-governmental organization that is not organized under the laws of the United States, any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, or any other territory or possession of the United States.
 - (2) The recipient agrees that authorized representatives of USAID may, at any reasonable time, announced or unannounced, consistent with 2 CFR Part 200: (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the health activities of the recipient, including reports, brochures and service statistics; (ii) observe the health activities conducted by the recipient, (iii) consult with healthcare personnel of the recipient; and (iv) obtain a copy of audited financial statements or reports of the recipient, as applicable.
 - (3) In the event USAID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient must make available

to USAID such books and records and other information as USAID may reasonably request to determine whether a violation of that undertaking has occurred, consistent with 2 CFR Part 200.

- (4) Health assistance furnished to the recipient under this award must be terminated if the recipient violates any undertaking required by this paragraph (a), unless USAID determines, consistent with 2 CFR 200.338, that other corrective action is warranted. In the event of termination, the recipient must refund to USAID any unexpended amounts furnished to the recipient under this award, plus an amount equivalent to that used by the recipient to perform or actively promote abortion as a method of family planning while receiving funding under this award. The amount to be refunded to USAID under this subparagraph (4) may not exceed the total amount of health assistance furnished under this award.
- (5) The recipient may not furnish health assistance under this award to another foreign non-governmental organization (the sub-recipient) unless:
 - (i) sub-recipient agrees, by entering into such subaward, that it will not, during the term of its subaward, perform or actively promote abortion as a method of family planning in foreign countries and will not provide financial support to any other foreign non-governmental organization that conducts such activities; and
 - (ii) such foreign non-governmental organization's agreement contains the same terms and conditions as described in subparagraph (6), below.
- (6) Prior to entering into an agreement to furnish health assistance to a foreign non-governmental organization under this award, the recipient, consistent with 2 CFR Part 200, must ensure that such agreement with sub-recipient includes the following terms:
 - (i) The sub-recipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in foreign countries or provide financial support to other foreign non-governmental organizations that conduct such activities;
 - (ii) The recipient and authorized representatives of USAID may, at any reasonable time, announced or unannounced, consistent with 2 CFR Part 200: (A) inspect the documents and materials maintained or prepared by the sub-recipient in the usual course of its operations that describe the health activities of the sub-recipient, including reports, brochures and service statistics; (B) observe health activities conducted by the sub-recipient; (C) consult with healthcare personnel of the sub-recipient; and (D) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable;
 - (iii) In the event that the recipient or USAID has reasonable cause to

believe that a sub-recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient will review the health program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to recipient such books and records and other information as may be reasonably requested to conduct the review. USAID may review the health program of the sub-recipient under these circumstances, and sub-recipient must provide access on a timely basis to USAID to such books and records and other information upon request, consistent with 2 CFR Part 200;

- (iv) Health assistance provided to the sub-recipient under this award must be terminated if the sub-recipient violates any award terms under subparagraphs (6)(i)-(iii), above, unless USAID determines, consistent with 2 CFR 200.338, that other corrective action is warranted. In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient to perform or actively promote abortion as a method of family planning while receiving funding under this award, up to the total amount of health assistance furnished to the sub-recipient under this award. Where USAID is not otherwise engaged in the determination to terminate a sub-recipient's award, the recipient must notify USAID of any action taken for a violation of any undertaking required under subparagraphs (6)(i)-(iii); and
 - (v) The sub-recipient may furnish health assistance under this award to another foreign non-governmental organization only if: (A) such foreign non-governmental organization agrees, by entering into such agreement, that it will not, during the term of its subaward, perform or actively promote abortion as a method of family planning in foreign countries and will not provide financial support to any other foreign non-governmental organization that conducts such activities and (B) such foreign non-governmental organization's agreement contains the same terms and conditions as those provided by the sub-recipient to the recipient as described in subparagraphs (6)(i)-(iv), above.
- (7) Where the terms and conditions of the award require USAID approval of subawards, the recipient must, consistent with 2 CFR Part 200, include a description of the due diligence performed by the recipient on the sub-recipient before furnishing health assistance under this award.
- (8) The recipient is liable to USAID for a refund for a violation by the sub-recipient of any requirement of this paragraph (a) only if: (i) the recipient knowingly furnishes health assistance under this award to a sub-recipient that performs or actively promotes abortion as a method of family planning, or (ii) the sub-recipient did not abide by its award terms

required by subparagraphs (6)(i)-(iii), above, and the recipient failed to make reasonable due diligence efforts prior to furnishing health assistance to the sub-recipient, or (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by subparagraphs (6)(i)-(iii), above, and the recipient fails to terminate health assistance to the sub-recipient, or fails to require the sub-recipient to terminate assistance furnished under a subaward that violates any award terms required by subparagraphs (6)(i)-(iii), above, or fails to take other appropriate corrective action consistent with subparagraph 6(iv), above.

- (9) Recipient acknowledges that USAID may make independent inquiries in the community served by the recipient or a sub-recipient under this award regarding whether it performs or actively promotes abortion as a method of family planning.
- (10) The following definitions apply for purposes of paragraph (a):
 - (i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother and abortions performed for fetal abnormalities, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest.
 - (ii) "To perform abortions" means to operate a facility where abortions are provided as a method of family planning. Excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.
 - (iii) "To actively promote abortion" means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.
 - (A) This includes, but is not limited to, the following activities:
 - (I) Operating a service-delivery site that provides, as part of its regular program, counseling, including advice and information, regarding the benefits and/or availability of abortion as a method of family planning;
 - (II) Providing advice that abortion as a method of family planning is an available option or encouraging women to

consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if a woman who is already pregnant specifically asks the question, she clearly states that she has already decided to have a legal abortion, and the healthcare provider reasonably believes that the ethics of the medical profession in the host country requires a response regarding where it may be obtained safely and legally);

- (III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and
 - (IV) Conducting a public information campaign in foreign countries regarding the benefits and/or availability of abortion as a method of family planning.
- (B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest, or if the life of the mother would be endangered if she were to carry the fetus to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.
- (C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the individual is neither on duty nor acting on the organization's premises, and the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that he or she is acting on behalf of the organization.
- (iv) Furnishing health assistance to a foreign non-governmental organization includes the transfer of U.S. global health assistance funds made available under this award or goods financed with such funds. Furnishing health assistance to a foreign non-governmental organization does not include the provision of technical assistance or training (including other costs for individuals directly related to such technical assistance or participation in training), unless such organization receives a subaward of U.S. global health assistance funds under this award. Furnishing health assistance to a foreign non-governmental organization does not include the purchase of goods or services from an organization.

- (v) To “control” an organization means to possess the power to direct, or cause the direction of, the management and policies of an organization.
 - (11) In determining whether a foreign non-governmental organization is eligible to be a recipient or sub-recipient of health assistance under this award, the action of separate non-governmental organizations shall not be imputed to the recipient or sub-recipient, unless, in the judgment of USAID, a separate non-governmental organization is being used purposefully to avoid the provisions of this paragraph (a). Separate non-governmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request the USAID Agreement Officer’s approval to treat as separate the health activities of two or more organizations, which would not be considered separate under the preceding sentence. The recipient must provide a written justification to USAID that the health activities of the organizations are sufficiently distinct to warrant not imputing the activity of one to the other.
 - (12) Health assistance may be furnished under this award by a recipient or sub-recipient to a foreign government or parastatal even though the government or parastatal includes abortion in its health program, provided that no such assistance may be furnished under this award in support of the abortion activity of the government or parastatal and any funds transferred to the government or parastatal must be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government or parastatal.
 - (13) For the avoidance of doubt, in the event of a conflict between a term of this paragraph (a) and an affirmative duty of a healthcare provider required under local law to provide counseling about and referrals for abortion as a method of family planning, compliance with such law shall not trigger a violation of this paragraph (a).
- II. Grants and Cooperative Agreements with U.S. Non-governmental Organizations
- (1) The recipient (A) agrees that it will not furnish health assistance under this award to any foreign non-governmental organization that performs or actively promotes abortion as a method of family planning in foreign countries; and (B) further agrees to require that such sub-recipients do not provide financial support to any other foreign non-governmental

organization that conducts such activities. For purposes of this paragraph (a), a foreign non-governmental organization is a for-profit or not-for-profit non-governmental organization that is not organized under the laws of the United States, any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, or any other territory or possession of the United States.

- (2) Prior to entering into an agreement to furnish health assistance to a foreign non-governmental organization (sub-recipient) under this award, recipient must ensure that such agreement with sub-recipient includes the following terms:
 - (i) The sub-recipient will not, while receiving assistance under this award, perform or actively promote abortion as a method of family planning in foreign countries or provide financial support to other foreign non-governmental organizations that conduct such activities;
 - (ii) The recipient, and authorized representatives of USAID may, at any reasonable time, announced or unannounced, consistent with 2 CFR Part 200: (A) inspect the documents and materials maintained or prepared by the sub-recipient in the usual course of its operations that describe the health activities of the sub-recipient, including reports, brochures and service statistics; (B) observe the health activities conducted by the sub-recipient; (C) consult with healthcare personnel of the sub-recipient; and (D) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable;
 - (iii) In the event that the recipient or USAID has reasonable cause to believe that a sub-recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient will review the health program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to recipient such books and records and other information as may be reasonably requested to conduct the review. USAID may review the health program of the sub-recipient under these circumstances, and sub-recipient must provide access on a timely basis to USAID to such books and records and other information upon request, consistent with 2 CFR part 200;
 - (iv) Health assistance provided to the sub-recipient under this award must be terminated if the sub-recipient violates any award terms required by subparagraphs (2)(i)-(iii), above, unless USAID determines, consistent with 2 CFR 200.338, that other corrective action is warranted. In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient to perform or actively promote abortion as a method of family planning while

receiving funding under this award, up to the total amount of health assistance furnished to the sub-recipient under this award. Where USAID is not otherwise engaged in the determination to terminate a recipient's subaward, the recipient must notify USAID of any action taken for a violation of any undertaking required under subparagraphs (2)(i)-(iii); and

- (v) The sub-recipient may furnish health assistance under this award to another foreign non-governmental organization only if: (A) such foreign non-governmental organization agrees, by entering into such agreement, that it will not, during the term of its subaward, perform or actively promote abortion as a method of family planning in foreign countries and will not provide financial support to any other foreign non-governmental organization that conducts such activities; and (B) such foreign non-governmental organization's agreement contains the same terms and conditions as those provided by the sub-recipient to the recipient as described in subparagraphs (2)(i)-(iv), above.
- (3) Where the terms and conditions of the award require USAID approval of subawards, the recipient must, consistent with 2 CFR Part 200, include a description of the due diligence performed by the recipient on the sub-recipient before furnishing health assistance under this award.
- (4) The recipient is liable to USAID for a refund for a violation by the sub-recipient of any requirement of this paragraph (a) only if: (i) the recipient knowingly furnishes health assistance under this award to a sub-recipient that performs or actively promotes abortion as a method of family planning; or (ii) the sub-recipient did not abide by its award terms required by subparagraphs (2)(i)-(iii), above, and the recipient failed to make reasonable due diligence efforts prior to furnishing health assistance to the sub-recipient; or (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by subparagraphs (2)(i)-(iii), above, and the recipient fails to terminate health assistance to the sub-recipient, or fails to require the sub-recipient to terminate assistance furnished under a subaward that violates any award terms required by subparagraphs (2)(i)-(iii), above, or fails to take other appropriate corrective action consistent with subparagraph 2(iv), above.
- (5) Recipient acknowledges that USAID may make independent inquiries in the community served by a sub-recipient under this award regarding whether such sub-recipient performs or actively promotes abortion as a method of family planning.

(6) The following definitions apply for purposes of this paragraph (a):

- (i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother and abortions performed for fetal abnormalities, but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest.
- (ii) “To perform abortions” means to operate a facility where abortions are provided as a method of family planning. Excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.
- (iii) “To actively promote abortion” means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following activities:

- (I) Operating a service-delivery site that provides, as part of its regular program, counseling, including advice and information, regarding the benefits and/or availability of abortion as a method of family planning;
- (II) Providing advice that abortion as a method of family planning is an available option or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if a woman who is already pregnant specifically asks the question, she clearly states that she has already decided to have a legal abortion, and the healthcare provider reasonably believes that the ethics of the medical profession in the host country requires a response regarding where it may be obtained safely and legally);
- (III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning; and
- (IV) Conducting a public-information campaign in foreign countries regarding the benefits and/or availability of abortion as a method of family planning.

- (B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape or incest, or if the life of the mother would be endangered if she were to carry the fetus to term. Also excluded from this definition is the treatment of injuries or illnesses caused by legal or illegal abortions, for example, post-abortion care.
 - (C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the individual is neither on duty nor acting on the organization's premises, and the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that he or she is acting on behalf of the organization.
- (iv) Furnishing health assistance to a foreign non-governmental organization includes the transfer of U.S. global health assistance funds made available under this award or goods financed with such funds. Furnishing health assistance to a foreign non-governmental organization does not include the provision of technical assistance or training (including other costs for individuals directly related to such technical assistance or participation in training), unless such organization receives a subaward of U.S. global health assistance funds under this award. Furnishing health assistance to a foreign non-governmental organization does not include the purchase of goods or services from an organization.
- (v) To "control" an organization means to possess the power to direct, or cause the direction of, the management and policies of an organization.
- (7) In determining whether a foreign non-governmental organization is eligible to be a sub-recipient of health assistance under this award, the action of separate non-governmental organizations shall not be imputed to the sub-recipient, unless, in the judgment of USAID, a separate non-governmental organization is being used purposefully to avoid the provisions of this paragraph (a). Separate non-governmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request the USAID Agreement Officer's approval to treat as separate the health activities of two or more organizations, which would not be considered separate under the preceding sentence. The recipient must provide a written justification to USAID that the health activities of the organizations are sufficiently

distinct to warrant not imputing the activity of one to the other.

(8) Health assistance may be furnished under this award by a recipient or sub-recipient to a foreign government or parastatal even though the government or parastatal includes abortion in its health program, provided that no such assistance may be furnished under this award in support of the abortion activity of the government or parastatal and any funds transferred to the government or parastatal must be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government or parastatal.

(9) For the avoidance of doubt, in the event of a conflict between a term of this paragraph (a) and an affirmative duty of a healthcare provider required under local law to provide counseling about and referrals for abortion as a method of family planning, compliance with such law shall not trigger a violation of this paragraph (a).

(b) This provision shall be inserted *verbatim* in subawards in accordance with the terms of paragraph (a).

[END OF PROVISION]

[END OF THE STANDARD PROVISIONS]

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EXHIBIT F

LOBBYING CERTIFICATION

For use with a subaward exceeding \$100,000.

The undersigned, on behalf of ENSEÑA POR PARAGUAY, 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 an 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 grant, 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall 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 this transaction imposed by section 1352, title 3 I, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Enseña por Paraguay

By:  _____

Name: Claudia González Sarubbi

Title: CEO

Date: 13/11/2020