

05 August 2024

[Request for Proposal \(RFP\)](#)

Subject RFP #:	Palladium RFP - One Health Certificate Program - Honduras
RFP Issue Date:	9 July 2024
Terms of Reference / Specifications:	A local academic institution will lead the development of a One Health certificate program with an emphasis on multisectoral coordination to prevent, prepared, and respond to current and future outbreaks
Project	Meetings Targets and Maintaining Epidemic Control (EpiC) Honduras
The Company	Palladium International, LLC
Country of Performance	Honduras
Closing Date and Time	12 August 2024 11:59 PM ET
Contact Person	Ingrid Lagos
Details for Submission	Submissions to be submitted to ingrid.lagos@thepalladiumgroup.com

Thank you for your interest in the above procurement. The Company invites you to submit a proposal for the terms of reference below. Your proposal must be valid for the stipulated validity time period as detailed below.

Please submit your proposal in accordance with the Details for Submission above, by the Closing Date and Time. This request for proposals (RFP) in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a proposal. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

We look forward to your response. If you have any queries, please do not hesitate to contact by e-mail at ingrid.lagos@thepalladiumgroup.com.

Yours sincerely,

EpiC Honduras

Terms and conditions

1. Proposal Conditions

By submitting a proposal, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Proposal Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFP unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all proposal to confirm compliance with this RFP and to determine the best proposal in the circumstances.

4. Alterations

The Company may decline to consider a proposal in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any proposal; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a proposal; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate proposals as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties. Any queries regarding this RFP should be directed to the Contact Person identified on the cover page of this RFP.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their proposals. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their proposal.

8. Confidentiality

In their proposal, potential suppliers must identify any aspects of their proposal that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their proposal.

The potential supplier acknowledges that in the course of this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFP and after the completion of the process.

9. Alternatives

Potential suppliers may submit proposals for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in writing with the Company prior to the RFP Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFP references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their proposal. And provide it to the Company upon request.

11. Price/Cost Basis

Prices or costs quoted must show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such

information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFP the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFP; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their proposal or the RFP process.

Potential suppliers must disclose where proposals have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their proposal from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFP) which could give rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This RFP shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to

this RFP or the breach, termination, or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFP or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Schedule - Terms of Reference

I. Purpose

The purpose of this request of proposals (RFP) is to solicit proposals from qualified (as described in the evaluation criteria below) local providers for the development of a certificate program for One Health. This program aims to strengthen workforce capacity for global health security with an emphasis on multi-sectoral coordination, preparedness, detection, and response. This certificate program will support the strengthening of capacities of the Ministry of Health, Ministry of Agriculture and Livestock, and Ministry of Environment Natural Resources staff (e.g., doctors, nurses, laboratory staff, veterinarians, and epidemiologists) in the understanding and application of a One Health approach as an integral part of health security, focusing on emerging and zoonotic diseases, antimicrobial resistance, laboratory, field research and climate change. Key outcomes of this certificate will lead to develop to working at the local, regional, and national level to optimize the health of people, animals and ecosystems through outbreak prevention, preparedness, and response.

II. Type of Contract

Firm Fixed Price

III. Anticipated Contract Term

Proposed start date: 03 September 2024

Proposed End of Task Date: 30 September 2024

IV. Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

V. Project

Palladium is implementing the Meeting Targets and Maintaining Epidemic Control (EpiC) project. EpiC is a seven-year USAID-funded project which is designed to break through persistent barriers to the 95-95-95 HIV goals and promote self-reliant management of national HIV programs. In response to mission and country needs, EpiC rapidly delivers efficient, affordable, results-based technical assistance and direct service delivery tailored to context and epidemiology that is effective in surging, scaling, and sustaining HIV services and systems for long-term epidemic control. Additionally, EpiC has been modified to implement COVID-19 and Global Health Security funds to prevent, prepare for, respond to, and bolster health systems to address COVID-19, health threats, and its reemergence.

VI. Timeline

- RFP Issue Date: 09 July 2024
- Briefing/Questions Due: 22 July 2024 11:59 ET
- Submission Due Date/Closing Date and Time: 12 August 2024 11:59 ET
- Require validity of quotation: 03 September 2024
- Palladium will issue a contract within 3 weeks/27 days from 12 August 2024
- Anticipated Start Date for delivery/provision of services: 03 September 2024

VII. Scope of Work and Standards

The development of a One Health certificate program that be facilitated in-person or hybrid (in-person will support the capacity strengthening of the Ministry of Health, Ministry of Agriculture and Livestock, and Ministry of Environment Natural Resources staff (e.g. doctors, nurses, laboratory staff, veterinarians, and epidemiologists) in One Health approach as an integral part of health security

The contractor will be responsible for:

- Using strongest available local, regional and international data collected by the Government of Honduras, regional and international institutions with support from USAID program.
- Collaborating with the MOH Human Resources Development Directorate and the Health Surveillance Unit to identify priority topics and content for inclusion.
- Developing training materials (curriculum and modules) using adult learning methodologies and incorporating hand on practices when/if appropriate. Consider core modules and different specialized tracks (e.g., strategic planning, change management and zoonotic and vector-borne disease surveillance)
- Developing the certificate program in alignment and compliance with all applicable national policies, laws, and regulations, and in close collaboration with the MOH Human Resources Directorate and the Health Surveillance Unit.
- Financing twenty scholarships for the first cohort of the certificate.

Deliverables:

Phase 1 (Content development) submission of:

- Activity workplan including timetable
- curriculum and methodological approach
- Develop training materials

Phase 2 deliverables:

- 20 professionals completed the certificate program

VIII. Evaluation and Award Process

Evaluations will be made on a Best Technical Value Procurement. Proposals must meet the following criteria to be eligible:

- Experience working, coordinating, and providing services with and for public institutions, such as the MOH, MOA, and MOE.
- Accredited academic staff to develop and deliver the certificate program in the key areas of interest
- Previous experience developing and running post-graduate and certificate programs, especially with a focus on One Health.
- Academic institution officially recognized and accredited by the Government of Honduras.
- Experience working with international academic institutions desirable.
- Experience in research and public academic papers.

The technical and costs applications will be evaluated in accordance with the Evaluation Criteria set forth below. To the extent that they are necessary negotiations and/or interviews will then be conducted. Award will be made if the application offers the greatest technical value, cost-effectiveness, and other factors considered. After it is determined that the minimum eligibility requirements have been met, a Selection Committee (SC) will evaluate applications according to criteria described below:

Please see below for information the evaluation process:

1. Evaluation Criteria:

Evaluation Criteria	Maximum Possible Points
A. Organizational Capabilities	15
B. Technical Excellence on One Health, Global Health Security, or related area of expertise	20
C. Program Objectives/Strategy	15
D. Implementation Plan	20
E. Cost Effectiveness/Realism	30
Total Possible Points	100

Organizational Capabilities

Factors under this criterion include, but are not necessarily limited to, the following:

- Quality of service, including consistency in meeting goals and targets;
- Timeliness of performance, including adherence to agreement schedules;
- Institutional capacity to accomplish the range of programmatic activities described in this RFA, including the ability to manage relationships with government officials and institutions.

Technical Excellence

Factors under this criterion include, but are not necessarily limited to, the following:

- Demonstrated experience in the design, development, and implementation of curricula related to One Health or Global Health Security
- Technical leadership on global public health issues such as pandemic preparedness and response
- Institutional recognition on global public health matters

Program Objectives/Strategy

Factors under this criterion include, but are not necessarily limited to, the following:

- Factors under this criterion include, but are not necessarily limited to, the following:
- Identification of realistic goals and objectives, describing program activities, and specifically proposing methodology in sufficient detail. Such details should include how, when, where, and by whom the work will be performed.
- Identification of a monitoring and evaluation (M&E) schedule, providing indicators/benchmarks and measurement tools that will enable them to track progress towards objectives and program impact.
- Overall technical merit of program strategy

Implementation Plan

Factors under this criterion include, but are not necessarily limited to, the following:

- Realistic timeline for implementation of all proposed activities.

Cost Effectiveness/Realism

Factors under this criterion must include the following:

- The cost application of all applicants submitting a technically acceptable application will be reviewed to determine if costs are reasonable, allocable, and allowable in accordance with applicable cost principles (2 CFR 200 Part E for non-profit institutions and FAR 31 for for-profit companies) in addition to adequacy of budget detail and financial feasibility.
 - If an application is recommended for an award, Palladium may at its option conduct cost negotiations.
- The contract type for the presumptive award will be Fixed Price deliverable-based, awarded as a subcontract by Palladium International, LLC. Please include your total proposed fixed price along with details for specific deliverable pricing.
- The price offers must be in details that includes breakdowns for all the costs during the subaward lifetime (labour rates, estimated level of effort, other direct cost, indirect cost, and fee).

2. Review and Selection Process

After initial selection, the apparent successful applicant will be asked to provide additional information pertaining to any application concerns. This information will be used to make a determination before a grant is provided. Palladium shall make the final selection.

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Instructions to the Offerors

Your proposal must comprise the following submission documents. The technical proposal and price proposal must be prepared as separate files, per the below instructions. Technical proposals must be submitted in PDF with a summarized presentation for the technical approach and includes past performance statement with references, which should be separate from technical proposal and limited to 5 pages. Technical team CVs must be provided as attachments and do not count as part of the technical proposal. Submissions of summarized presentation in PowerPoint or in PDF are acceptable, although PDF is preferred.

The following items are required to be submitted as part of the proposal:

1. Application Narrative in PDF format.
 - Cover Page (1-page maximum), 12 pt Times New Roman font.
 - Include information about a contact person for the applicant organization, including this individual's name (both typed and their signature), title or position with the organization/institution, address, and telephone and email address. A list of current and recently completed projects. Please include for each project the technical and geographic areas of focus, the groups served, and numbers reached. Please emphasize any work that you have done -related to epidemiological surveillance of zoonotic neglected diseases.
 - This information can be presented in a table format if needed.
2. Technical Narrative (10 pages maximum) in PDF format, 12 pt Times New Roman font.
 - Organizational Capabilities

- Applicant must provide evidence of their technical and managerial resources and expertise (or their ability to obtain such) to meet the program objectives. Information in this section should include a brief description of all the organization's history/expertise in the proposed country of operation not limited to U.S. Government (USG) funding, and any previous experience with specific work that is being requested.
- Program Objectives/Strategy
 - In this section, applicants should describe in more detail the objective and specific activities that they will conduct and the proposed strategy to ensure their success.
 - Applicants should also provide a description of the monitoring and evaluation (M&E) plan, including indicators/benchmarks and measurement tools, and how the applicant's M&E system will support the implementation of the project.
 - Implementation Plan/Gantt Chart/Timeline

3. Budget

- Detailed Budget (no page limit) in provided Annex F Excel format.
 - Applicant should provide a detailed budget required to accomplish the activity and it should include labor, consultants, travel, workshop, and other direct costs (ODC) required to accomplish the work under the subaward. The budget will be reviewed and refined during award process. The price offers must be in details that includes breakdowns for all the costs during the subaward lifetime (labor rates, estimated level of effort, other direct cost, indirect cost, and fee).
- Summary Budget (no page limit) in provided Annex F Excel format.
 - Labor costs.
 - Consultant costs.
 - Cost of workshop/conference package, supplies, and transportation reimbursement.
 - Cost of staff local travel/per diem.
 - Other direct costs, if applicable.
 - If an application contains indirect costs, applicant must include substantiating documentation. In accordance with 2 CFR 200.414, applicant may choose to apply a 10 percent de minimis rate to their Modified Total Direct Costs. This rate is subject to substantiation and review and may be set lower than 10 percent. Please note this is only for organizations which have never received a Negotiated Indirect Cost Rate Agreement (NICRA).
- Budget Narrative (no page limit) in PDF format.

4. Annexes

- Annex A Certifications of Successful Applicants

- Annex B Sample Fixed Amount Award & Mandatory Provisions & Branding/Marking Plan
- Annex C Risk Assessment & Due Diligence Questionnaire(s)
- Annex D Business Partner Code of Conduct
- Annex E Due Diligence Form
- Annex F Detailed Budget Template

5. Supporting documentation (no page limit) in PDF format.

- Applicant may include additional information if deemed necessary; however, as stated above, technical applications should be specific, complete, and concise. A lengthy application does not in and of itself constitute a well-thought-out application. Therefore, applicants must avoid unnecessary documentation.
- Applicant must include CVs of all budgeted key personnel involved in the implementation of the technical plan.
- Applicant is required to complete an analysis of risks as it relates to the proposed modalities and relevant mitigation measures. Specifically, the assessment should examine potential risk related to fraud, corruption and mismanagement. Applicants should demonstrate that due consideration has been given to ensuring the security and protection of all participants.
- Important: If applicant is proposing an indirect cost rate percentage, then the application must include a copy of its organization's most recent Negotiated Indirect Cost Rate Agreement (NICRA) issued by its organization's audit agency (USAID or another agency of the U.S. Government). If applicant is proposing an indirect cost rate percentage but do not have an established NICRA, they must then submit supporting financial/auditing information to support any of the proposed indirect costs as recovered by a percentage method and certification by an accountant stating that the costs are calculated with the exclusion of all unallowable costs as defined by applicable cost principles under 2 CFR 200 or FAR 31.
- Certain documents are required to be submitted by applicant in order for Palladium to make a determination of **responsibility**. Applicant shall submit any additional evidence of responsibility to support this determination. The information submitted should substantiate that applicant:
 - Has adequate financial, management, and personnel resources and systems, or the ability to obtain such resources, as required during the performance of the award;
 - Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, non-governmental and governmental;
 - Applicant shall submit any additional evidence of responsibility, as requested, to support the determination pertaining to adequate financial, management, and personnel resources and systems; ability to comply with the award conditions; satisfactory record of performance, integrity and business ethics; and/or qualifications and eligibility to receive a grant under applicable laws and regulations.
 - Has a satisfactory record of integrity and business ethics

Upon selection, offerors must complete Due Diligence Questionnaire if selected for award within 5 days.

Organizations must have a UEI number or obtain one within 5 days of being notified of selection.

Attachments

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

Appendices Include:

- Annex A Certifications of Successful Applicants
- Annex B Sample Fixed Amount Award & Mandatory Provisions & Branding/Marking Plan
- Annex C Risk Assessment & Due Diligence Questionnaire(s)
- Annex D Business Partner Code of Conduct
- Annex E Due Diligence Form
- Annex F Detailed Budget Template

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process and may be required to submit for USAID Partner Vetting.

ANNEX A TO REQUEST FOR APPLICATION

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

NOTE: When these Certifications, Assurances, Representations, and Other Statements of the Subrecipient are used for Cooperative Agreements, the term "Grant" means "Cooperative Agreement."

Part I – Certifications and Assurances

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

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

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

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

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

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

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

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

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

2. Certification Regarding Lobbying (22 CFR 227)

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

Palladium reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part

140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals (see Part II below) or Covered Participants (see Part III below).

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

4. Certification Regarding Support to Terrorists

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

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

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

(a) Transactions entered into or material support and resources provided pursuant to an OFAC license;

(b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or

(c) The procurement of goods and/or services by the subrecipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions. This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by the Prime Recipient or USAID. This certification does not preclude any other remedy available to the Prime Recipient or USAID.

(3) For purpose of this certification:

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

other physical assets, except medicine or religious materials.

- (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
- (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

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

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

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

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

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

6. Certification of Subrecipient

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

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the subrecipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The subrecipient recognizes and agrees that such Federal financial assistance will be extended in

reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the subrecipient.

Request for Application No. _____

Application No. _____

Date of Application _____

Name of Subrecipient _____

Typed Name and Title _____

Signature _____

Date _____

Part II – Key Individual (Principal of Organization) Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

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

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

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

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

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

NOTE: The certification must be completed by all participants of training funded through the subaward.

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

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

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

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

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

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

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –
- (1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
 - (2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

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

(b) **Applicant Representation:**

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

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

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

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

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

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

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

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

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

Part VI – Other Statements of Subrecipient

1. Authorized Individuals

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

Name	Title	Telephone No.	Facsimile No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Taxpayer Identification Number (TIN)

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

TIN: _____

3. Unique Entity Identifier/SAM (2 CFR 25)

Applicants must register in the System for Award Management (SAM) in order to obtain a Unique Entity Identifier (UEI), required for eligibility to receive Federal assistance, such as grants and cooperative agreements. A UEI is a unique, alpha-numeric 12-character identifier issued and maintained by SAM.gov that verifies the existence of a business entity globally. The UEI is the official government-wide identifier used for Federal awards. Applicants must register in SAM prior to submitting an application for award for Palladium’s consideration, unless the solicitation allows or instructs otherwise. Subrecipients must maintain an active SAM registration while they have an active award.

The requirements of 2 CFR 25 do not apply to certain categories of awards. In addition, USAID may exempt certain awards from the requirements of 2 CFR 25 (see the solicitation for applicable statements regarding exemptions).

UEI: _____

4. Letter of Credit (LOC) Number

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

LOC: _____

5. Procurement Information (Cost Reimbursable Grants only)

(a) Applicability. This applies to the procurement of goods and services planned by the subrecipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the subrecipient in conducting the program supported by the grant, and not to assistance provided by the subrecipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the subrecipient of the requested information does not, in and of itself, constitute Palladium approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the subrecipient plans to purchase under the grant:

\$ _____

(c) Nonexpendable Property. If the subrecipient plans to purchase nonexpendable equipment which would require the approval of the Palladium, indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Palladium's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic)	_____
QUANTITY	_____
ESTIMATED UNIT COST	_____

(d) Source If the subrecipient plans to purchase any goods/commodities which are not in accordance with the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services," indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located in the cooperating country at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Additionally, "available for purchase" includes "offered for sale at the time of purchase" if the commodity is listed in a vendor's catalog or other statement of inventory, kept as part of the vendor's customary business practices and regularly offered for sale, even if the commodities are not physically on the vendors' shelves or even in the source country at the time of the order. In such cases, the subrecipient must document that the commodity was listed in the vendor's catalog or other statement of inventory; that the vendor has a regular and customary business practice of selling the commodity through "just in time" or other similar inventory practices; and the subrecipient did not engage the vendor to list the commodity in its catalog or other statement of inventory just to fulfill the subrecipient's request for the commodity.

TYPE/DESCRIPTION	_____
QUANTITY	_____
ESTIMATED GOODS	_____
PROBABLE GOODS	_____
PROBABLE (Generic)	_____
UNIT COST	_____

SOURCE _____

(e) Restricted Goods. If the subrecipient plans to purchase any restricted goods, indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION	_____
QUANTITY	_____
ESTIMATED	_____
PROBABLE	_____
INTENDED USE (Generic)	_____
UNIT COST	_____
SOURCE	_____

(f) Supplier Nationality. If the subrecipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in accordance with the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services," indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier.

TYPE/DESCRIPTION	_____
QUANTITY	_____
ESTIMATED	_____
PROBABLE SUPPLIER	_____
NATIONALITY	_____
RATIONALE (Generic)	_____

6. Past Performance References

On a continuation page, please provide past performance information requested in the RFA.

7. Type of Organization

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

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

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

8. Estimated Costs of Communications Products (Cost Reimbursable Grants only)

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



Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations

A Mandatory Reference for ADS Chapter 303

Partial Revision Date: 10/24/2023
Responsible Office: M/OAA/P
File Name: 303mat_102423

Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations

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MANDATORY STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS

M1. 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:

<https://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]

M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (July 2015)

- a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people,” unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
 - (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-

visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
 - c. The Agreement Officer 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 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 subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
 - (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- i. The recipient must include the following marking provision in any subawards entered into under this award:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)

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.

[END OF PROVISION]

M4. 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 (AO). 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 AO.
- 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 AO 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 subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

M5. 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]

M6. 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 (1) submit to the Agreement Officer (AO) 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 (2) 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 AO 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 AO 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]

M7. 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]

M8. 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 [Faith Based and Neighborhood Partnerships](#) website 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]

M9. 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]

M.10 ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER

PROTECTIONS (DECEMBER 2022)

The requirement to comply with and inform all employees of the " Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Recipient 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 contract 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. The parties agree that this prohibition extends to cooperative agreements in addition to grants.

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 Recipient who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

M11. 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 M1. 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]

M12. 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)

M13. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE,

CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)

(a) Definitions for the purposes of this provision.

“Agent” means any individual, including a director, an officer, or an independent contractor, authorized to act on behalf of an organization.

“Child” means a person younger than 18 years of age.

“Child abuse” means emotional, physical, sexual, or any other ill-treatment carried out against a child by an adult.

“Child neglect” means a failure to provide for a child's basic needs in the absence of the child's parent or guardian when the care of the child is associated with the award activities.

“Emotional child abuse or ill-treatment” means injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics.

“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.

“Exploitation” constitutes any actual or attempted abuse of a position of vulnerability, differential power, or trust, including for the purposes of profiting monetarily, socially, or politically. When carried out for a sexual purpose this constitutes sexual exploitation.

“Physical child abuse” means acts or failures to act resulting in injury (not necessarily visible) or unnecessary or unjustified pain or suffering without causing injury, harm, or risk of harm to a child's health or welfare, or death.

“Sexual abuse” constitutes any actual or threatened physical intrusion of a sexual nature toward another person whether by force or under unequal or coercive conditions. When carried out against a child by an adult, such conduct is considered sexual abuse even in the absence of force or unequal or coercive conditions.

(b) Requirements. In the performance of this award, the recipient must have and implement a set of publicly available standards, policies, or procedures to prevent, detect, address, and respond to allegations of exploitation, sexual abuse, child abuse, and child neglect that:

- (1) Prohibit employees, agents, interns, or any other person provided access or contact with beneficiaries, from engaging in any exploitation, sexual abuse, child abuse, and child neglect of any person during the period of performance, supporting or advancing these actions, or intentionally ignoring or failing to act upon allegations of these actions;

- (2) Are consistent with the Inter-Agency Standing Committee's Six Core Principles Relating to Sexual Exploitation and Abuse, as amended, available at <https://psea.interagencystandingcommittee.org/update/iasc-six-core-principles> and the Keeping Children Safe Standards, available at <https://www.keepingchildrensafe.global/accountability/>;
- (3) Require reporting of suspicions or concerns related to violations of the prohibitions in paragraph (1) to the recipient;
- (4) Require a "survivor-centered approach" for responding to alleged violations of the prohibitions. Such an approach must ensure the survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process;
- (5) When a child is involved, require a "best interest of the child determination" for responding to alleged violations of the prohibitions. This determination considers the best possible outcome for a vulnerable child who has been exposed to violence, abuse, exploitation, or neglect;
- (6) Include remedies for violations;
- (7) Monitor subrecipients, employees, agents, interns, or any other person provided access or contact with beneficiaries;
- (8) Details the actions that may be taken against subrecipients, employees, agents, interns, or any other person provided access or contact under the award who commit exploitation, sexual abuse, child abuse, and child neglect of any person or who fail to take reasonable steps to prevent it; and
- (9) Provide transparency on hiring, screening, and employment practices, including on rehiring or transfer and referencing for subsequent employers.

(c) Compliance Plan. For awards exceeding \$500,000, the recipient must develop, implement, and maintain a compliance plan, either in conjunction with or separate from the Trafficking in Persons Compliance Plan, that details risk analysis and mitigation measures that will be implemented during the period of performance of the award to prevent and address exploitation, sexual abuse, child abuse, and child neglect of any person, consistent with the requirements in paragraph (b) of this provision.

- (1) 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 particular risks presented by the operating context. The plan must include, at a minimum, the following:
 - (i) Reasonable measures to reduce the risk of exploitation, sexual abuse, child abuse, and child neglect. Where implementation of projects under

this award may involve children, this includes limiting unsupervised interactions with children and complying with applicable laws, regulations, or customs regarding harmful image-generating activities of children;

- (ii) An awareness program to inform employees, agents, interns, or any other person provided access or contact with beneficiaries about the requirements of this provision, including the activities prohibited, the action that will be taken in response to violations, and the mechanism(s) for reporting allegations;
- (iii) A description of how beneficiaries and local community members:
 - A. Are made aware of the prohibited activities,
 - B. How they may report allegations, and
 - C. How (A) and (B) are carried out in a manner that is inclusive, culturally appropriate, and sensitive to the context;
- (iv) Safe, accessible, and publicly available reporting mechanism(s) that may be integrated with any existing or similar such mechanisms, for anyone to confidentially report exploitation, sexual abuse, child abuse, and child neglect, with appropriate safeguards to protect whistle-blowers and survivors, including express protection against retaliation for reporting, and documented procedures for protecting personally identifiable information (PII) from unauthorized access and disclosure; and
- (v) Appropriate measures to protect survivors of or witnesses to activities prohibited in paragraph (b)(1) of this provision and not prevent or hinder cooperating fully with U.S. Government authorities.

(2) The recipient must provide a copy of the compliance plan to the Agreement Officer upon request.

(d) Notification.

- (1) The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at **disclosures@usaid.gov**, with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with

beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and

- (2) As soon as practicable, the recipient must provide in writing, as specified above: (i) additional information on any actions planned or taken in response to the allegation; and (ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident.
- (3) The Agreement Officer authorizes M/MPBP/RSC to correspond with the recipient for further information relating to the notification.
- (4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.

(e) Remedies. In addition to other remedies available to the U.S. Government, the recipient's failure to comply with the requirements of paragraphs (b), (c), and (d) of this provision may also result in the Agency initiating suspension or debarment proceedings.

(f) Subrecipients. The recipient must insert the terms of this provision, including this paragraph (f), in all subawards except to require subrecipients to notify the recipient. The recipient must forward such notifications as required in paragraph (d).

[End of Provision]

M14. MANDATORY DISCLOSURES (JUNE 2023)

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 and contractors 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.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[End of Provision]

M15. 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]

M16. CONFLICT OF INTEREST (August 2018)

- a.** A conflict of interest in the award, administration, or monitoring of subawards arises when the 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 recipient safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 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 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]

M17. EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)

For any Exchange Visitor Invitational Travel activities, the recipient must comply with this provision (see [ADS 252](#) for more information on USAID's policies and internal procedures for Exchange Visitor visa requirements).

Definitions:

An **Exchange Visitor (EV)** is any foreign national who is traveling to or is already in the United States as a beneficiary (not provider) of USAID development assistance for any purpose, including invitational travel, and is financed in whole or in part, directly or indirectly, by USAID. All USAID-sponsored EVs must obtain, use, and abide by the terms of the J-1 visa exclusively even if they already have a valid nonimmigrant visa (e.g., B-1/B-2). All Individuals traveling under Invitational Travel (see [ADS 522](#)) must also travel on a J-1 visa as a USAID-sponsored EV. Foreign government officials and their immediate family members

who qualify for an A diplomatic visa having recognized diplomatic titles, privileges, and immunities are not included in this definition.

Training and Exchanges Automated Management System (TEAMS) is USAID's data system for the reporting of information on all USAID Exchange Visitor activities. TEAMS is USAID's single repository of EV data. TEAMS is a web-based application that helps Missions, contractors, recipients, and contractor/recipient systems at various locations to collaborate in approving and reporting EVs. The system serves as USAID's data interface with the Department of Homeland Security (DHS) Student and Exchange Visitor Information System (SEVIS).

- b. Visa Compliance Requirement:** In accordance with 22 C.F.R. Part 62, the Department of State has designated USAID as a sponsor for exchange visitor programs. This award constitutes the written agreement between the recipient and USAID that authorizes the recipient to act on behalf of USAID in the conduct of any exchange visitor activities in the Program Description of this award. The recipient must ensure that any EV-sponsored under the award must obtain, use, and abide by the terms of the J-1 visa even if the EV already has a valid non-immigrant visa (e.g., B-1/B-2).

Any exception to the requirement for an EV to obtain, use, and abide by a J-1 visa must be approved by the Mission Director or USAID/W Office Director in accordance with the procedures in [ADS 252](#).

- c. Program Monitoring and Data Reporting:** The recipient must monitor EVs' progress during their program and ensure that problems are identified and resolved quickly. The Agreement Officer's Representative (AOR) will arrange for the TEAMS helpdesk (TEAMS@usaid.gov) to provide the recipient with access to and instructions for using USAID's TEAMS, where the recipient will report and manage EV data.
- d. Health and Accident Insurance:** The recipient must enroll EVs 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 252 Visa Compliance for Exchange Visitors. Any dependent(s) must provide proof of health insurance.
- e. Immigration Requirements:** The recipient must ensure that all EVs 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).
- f. Language Proficiency:** The recipient must verify that an EV is proficient in English if the individual will undertake a U.S.-based Exchange Visitor program that is conducted in English. Even if accompanied by an interpreter, the EV must have sufficient English language skills to understand and respond to basic

questions at the U.S. port of entry. USAID cannot waive this external requirement of English language proficiency determination (see [22 CFR 62.10\(a\)\(2\)](#)).

Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

- g. Pre-arrival Orientation:** The recipient must ensure that EVs receive pre-arrival orientation to prepare them for their trip to the United States. Pre-arrival orientation as set forth in 22 CFR 62.10(b) covers program objectives, administrative and policy review, cultural aspects, and training/learning methods, and USAID’s conditions of sponsorship.
- h. Conditions of Sponsorship:** The recipient must ensure that all EVs read and sign the Conditions of Sponsorship for U.S.-Based Activities form ([AID Form 252-1](#)). The recipient immediately must report to the Responsible Officer any known violations by EVs. The Responsible Officer is the designated official in charge of maintaining USAID’s official designation as an EV program sponsor (see [ADS 252](#)).
- i. Fly America:** If applicable, the recipient must comply with the Fly America Act requirements for international air travel and transportation required for EVs and any authorized dependents under this award.

M18. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)

The Paperwork Reduction Act of 1980 ([44 U.S.C. chapter 35](#)) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from ten or more members of the public. The information collection and recordkeeping requirements contained in [ADS Chapter 303](#) and its mandatory references have been approved **by** OMB.

Standard Provision	Burden Estimate	OMB Approval Number	Expiration Date
Debarment and Suspension	4 hours	0412-0510	09/30/2025
Ocean Shipment of Goods	4 hours	0412-0510	09/30/2025
Trafficking in Persons	8 hours	0412-0510	09/30/2025
USAID Implementing Partner Notices (IPN) Portal Assistance	4 hours	0412-0510	09/30/2025
Mandatory Disclosures	40 hours	0412-0510	09/30/2025
Conflict of Interest	8 hours	0412-0510	09/30/2025
Fly America Act Restrictions	4 hours	0412-0510	09/30/2025

Voluntary Population Planning Activities – Supplemental Requirements	8 hours	0412-0510	09/30/2025
Investment Promotion	8 hours	0412-0510	09/30/2025
Reporting Host Government Taxes	1 hour	0412-0510	09/30/2025
Protection of Human Research Subjects	24 hours	0412-0510	09/30/2025
Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect	20 hours	0412-0624	8/31/2026

[END OF PROVISION]

M19. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

PRESCRIPTION: In accordance with the policy in [ADS 303.3.30](#), Agreement Officers (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. **Note that Agency policy prohibits construction under grants, including fixed amount grants.** If the award permits construction activities based on the policy above (or as authorized by waiver or exception), 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 construction activities are explicit in the award’s budget and any milestone plan.

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

- a) Construction is not permitted under this award unless specifically identified in paragraph d) below and in the milestone plan.
- 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. The term does not include emplacement and removal of prefabricated structures and humanitarian shelters that are designed and constructed to be readily moved, erected, disassembled, stored, and reused (i.e., “relocatable buildings”), unless the emplacement and removal of the relocatable building requires site preparation work that otherwise meets the definition of construction.

- c) “Improvements, renovation, alteration, and refurbishment” means – any betterment or change to an existing property to allow its continued or more efficient use within its designed purpose (renovation), or for the use of a different purpose or function (alteration). Improvements also include improvements to or upgrading of primary mechanical, electrical, or other building systems. “Improvements, renovation, alteration, and refurbishment” does NOT include non-structural, cosmetic work, including painting, floor covering, wall coverings, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduits that does not affect structural elements, and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.). It also does NOT include repairs used in humanitarian assistance which constitute minor fixes to physical elements of a currently serviceable structure, if those repairs do not significantly impact or change the primary mechanical, electrical, or structural elements of the real property.
- d) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph e) below.
- e) Description
[Type of construction and location(s)]
- f) 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]

[END OF MANDATORY PROVISIONS]

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS

RAA1. FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)

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 (GAAP) in the U.S., the cooperating country, or by the International Accounting Standards Board (IASB) (a subsidiary of the International Financial Reporting Standards Foundation (IFRSF)), meet the pre-award responsibility requirements in ADS Chapter 303 and when providing liquidity through milestone financing is not sufficient to meet implementation requirements. When advances are authorized, payment amounts must correspond to and be liquidated against milestones. Advance payments for any milestone may not exceed the milestone amount for which they are being made and the total amount of funds advanced may not exceed the total award amount. When this provision is used, the Schedule at C.2. must be modified to reference this provision as the payment provision.*

FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)

- 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 \$250,000 in USG awards per year;
 - (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 in a twelve-month period on USG cash balances;
 - (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; or
 - (4) A foreign government or banking system prohibits interest bearing accounts.
- c. The recipient may retain up to \$500 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 for particular milestones.
- 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. 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. Each request must specifically identify the milestone(s) to which the advance applies. In no event may the recipient request or receive an advance greater than the amount of the milestone for which the advance is requested.
- g. Advance payments must be liquidated against milestones and their amounts. This will occur when milestones are met and accepted by USAID. The recipient must refund to USAID any advance amounts above the milestone amount for which the advance was received.
- h. When this award expires, the recipient must immediately return all funds that USAID has advanced to the recipient in excess of any completed milestones. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount the recipient received for milestones that are not, or cannot feasibly be, completed.
- 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 \$500 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

RAA2. UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022)

APPLICABILITY: *This provision is required in accordance with 2 CFR 25, Universal Identifier and System for 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. *The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the System for Award Management (SAM) do not apply to:*

(1) Awards to individuals.

(2) Awards less than \$25,000, with no anticipated subawards, to foreign organizations to be performed outside the United States when the AO makes a determination on a case-by-case basis using a risk-based approach that registration is impracticable.

(3) Awards where the USAID Assistant Administrator or Mission Director determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.

UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022)

- a. Requirement for System for Award Management (SAM).** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. The recipient must review and update the information at least annually after the initial registration, and more frequently, if required by changes in its information or another Federal award term.
- b. Requirement for Unique Entity Identifier.** If authorized to make subawards under this Federal award, the recipient:
 - (1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward under this award until the entity has provided its Unique Entity Identifier.
 - (2) May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.
- c. Definitions.** For purposes of this term:

- (1) *System for Award Management (SAM)* means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
 - (2) *Unique Entity Identifier (UEI)* means the identifier assigned by SAM to uniquely identify business entities.
 - (3) *Entity* includes non-Federal entities as defined a 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
 - (4) *Subaward* has the meaning given in 2 CFR 200.1.
 - (5) *Subrecipient* has the meaning given in 2 CFR 200.1.
- d. Exceptions for subawards.** The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the SAM do not apply at the subaward level to:
- (1) Awards to individuals.
 - (2) Awards less than \$25,000 to foreign organizations to be performed outside the United States when the AO makes a determination on a case-by-case basis using a risk-based approach that registration is impracticable.
 - (3) Awards where the USAID Assistant Administrator or Mission Director determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.
- e.** This provision does not need to be included in subawards.

[END OF PROVISION]

RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2022)

APPLICABILITY: *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. Agreement Officers (AOs) must include this provision in all assistance solicitations and all awards expected to equal or exceed \$30,000, 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 \$30,000*
- (2) *When the USAID Assistant Administrator or Mission Director 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 2022)

a. Reporting of first-tier subawards.

- (1) Applicability. Unless exempt as provided in paragraph d. of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
- (2) Where and when to report.
 - (i) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.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. The recipient 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 for non-Federal

entities.

- (1) Applicability and what to report. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if –
 - (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - (ii) In the preceding fiscal year, the recipient 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, 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. The recipient must report executive total compensation described in paragraph b.(1) of this award term:
 - (i) As part of its 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 the recipient is exempt, as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, it 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. The recipient 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 the recipient makes 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, the recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- (1) Subawards, and
- (2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

- (1) *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- (2) *Non-Federal entity* means all of the following, as defined in 2 CFR 25:
 - (i) A governmental organization, which is a State, local government, or Indian tribe;
 - (ii) A foreign public entity;
 - (iii) A domestic or foreign nonprofit organization; and
 - (iv) A domestic or foreign for-profit organization.
- (3) *Executive* means officers, managing partners, or any other employees in management positions.
- (4) *Subaward*:
 - (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and awarded to an eligible subrecipient.
 - (ii) The term does not include the procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - (iii) A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
- (5) *Subrecipient* means a non-Federal entity or Federal agency that:
 - (i) Receives a subaward from the recipient under this award; and
 - (ii) Is accountable to the recipient for the use of the Federal funds provided by the subaward.
- (6) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year

and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i) Salary and bonus.
- (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v) Above-market earnings on deferred compensation which is not tax-qualified.
- (vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

This provision is only applicable when specific goods or services are listed as or in milestones.

a. 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.
- b. Source and Nationality:
- Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see:
<http://www.usaid.gov/ads/policy/300/310>.
- c. 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.
- d. This provision must be included in all subagreements, including subawards and contracts, which include procurement of the commodities or services specifically listed as or in milestones.

[END OF PROVISION]

RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)

APPLICABILITY: *This provision is only applicable when international travel is listed as or in a milestone.*

FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)

- a. 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.
- b. 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 in accordance with the record retention requirements of this award. The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (1) 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>).
 - (2) 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;
 - (3) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
 - (4) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
 - (5) 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
 - (6) 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) "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.
- (2) "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.
- (3) 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]

RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012)

APPLICABILITY: *This provision is only applicable for awards in which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds and such goods are listed in or as milestones. 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,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
USAID Annex
Washington, DC 20523-7900
Email: **oceantransportation@usaid.gov**

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

[END OF PROVISION]

RAA7. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

APPLICABILITY: *This provision is only applicable if a host country tax may possibly be charged on items specifically listed as or in milestones in awards fully or partially funded with funds appropriated under titles III through VI of the current Department of State, Foreign Operations, and Related Programs Appropriations Act (SFOAA) and prior Acts making appropriations for such purposes and the award is to be performed wholly or partly in a foreign country. It is not applicable when 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 (d) of this provision.

REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

- a. *Definitions.* As used in this provision--

Foreign government includes any foreign governmental entity.

Foreign taxes include value-added taxes and customs duties but not individual income taxes assessed to local staff.

Local Staff means Cooperating Country National employees.

- b. *Annual Report*

(1) The recipient must submit a report detailing foreign taxes assessed under

this award the prior U.S. government fiscal year. The report must be submitted annually by April 16.

- (2) A report is required even if the recipient did not pay any foreign taxes during the reporting period. A cumulative report may be provided if the recipient is performing more than one award in the foreign country.
- c. *Contents of report.* The report must contain:
- (1) Recipient name.
 - (2) Contact name with phone number and email address.
 - (3) Award number(s).
 - (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (5) Any reimbursements of foreign taxes received by the recipient on the taxes in paragraph (c)(4) of this provision received through the date of the report.
- d. *Submission of report.* The recipient must submit the report to: [*Agreement Officer must insert address and point of contact at the Embassy or Mission in the country in which the award will be performed, or CFO/CMP for USAID/W-issued awards, as appropriate*], with a copy to the Agreement Officer's Representative.
- e. *Subawards and contracts.* The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient shall collect and incorporate into the recipient's report all information received from subawardees and contractors pursuant to this provision.

[END OF PROVISION]

RAA8. PATENT RIGHTS (DECEMBER 2022)

APPLICABILITY: This provision is applicable whenever the agreement finances research activities, or patentable processes or practices.

PATENT RIGHTS (DECEMBER 2022)

- 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 Institute of Standards & Technology (NIST) iEdison 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]

RAA9. [RESERVED]

[END OF PROVISION]

RAA10. INVESTMENT PROMOTION (DECEMBER 2022)

APPLICABILITY: *The following provision is when gray-area activities or investment-related activities are specifically listed as or in milestones. When applicable, see [ADS 225](#) (see 225.3.) for more information.*

INVESTMENT PROMOTION (DECEMBER 2022)

- a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided under this award may be used for any activity that: provides financial incentives and other assistance for U.S. companies to relocate operations abroad if it is likely to result in the loss of U.S. jobs; contributes to violations of internationally recognized workers' rights defined in 19 U.S.C. 2467(4); or provides financial incentives for entities located outside the United States to relocate or transfer jobs from the United States to other countries or provide financial incentives that would adversely affect the labor force in the United States.
- b. In the event the recipient is requested to provide services in any of the above areas or requires clarification from USAID as to whether an activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the expected impact of

the proposed activity. The recipient must not proceed with the activity until advised by USAID in writing that it may do so.

- c. The recipient must ensure that its employees, subrecipients, and contractors providing trade and investment support services are made aware of the restrictions set forth in this provision and must include it in all subawards and contracts.

[END OF PROVISION]

RAA11. 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.
 - (4) 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]

RAA12. 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 Division A of the Trafficking Victims Protection Act of 2000, 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]

RAA13. 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]

RAA14. 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]

RAA15. 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]

RAA16. 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]

RAA17. 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/condomfactsheet.pdf>.

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

[END OF PROVISION]

RAA18. 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 solicitations 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]

RAA 19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

APPLICABILITY: *This provision is only applicable when awarding a Fixed Amount Award to a U.S. NGO and when measurements are specified as or in a milestone.*

Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

RAA20. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

APPLICABILITY: *This provision must be included in solicitations and awards that require a U.S.-based recipient (and its employees) to have routine physical access to USAID -controlled facilities in the U.S. (i.e., will need an ID for regular entry to USAID space), or have logical access to USAID's information systems (i.e., access to AIDNet, Phoenix, GLAAS, etc). Only U.S citizen employees or consultants of a U.S.-based organization may request routine physical access to USAID-controlled facilities or logical access to USAID's information systems.*

ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

- a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S organization may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The recipient's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants or volunteers of non-U.S.

organizations, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

- b. Before a U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of the recipient, subrecipient, or contractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form. One identity source document must be a valid Federal or State government-issued picture ID. The recipient must contact the USAID Office of Security to obtain the list of acceptable forms of documentation. Submission of these documents, and related background checks, are mandatory in order for the individual to receive a building access ID, and before access will be granted to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their Security Briefing. All individuals provided access under this provision must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the recipient or completion of the award, whichever occurs first.
- c. Individuals engaged in the performance of this award as an employee, consultant, or volunteer of the recipient must comply with all applicable Homeland Security Policy Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any HSPD-12 procedures established by the Office of Security in USAID/Washington.
- d. The recipient is required to include this provision in all subagreements, including subawards and contracts, at any tier made to a U.S. organization/company, that require employees or consultants engaged in the performance of this award to have routine physical access to USAID facilities or logical access to USAID's information systems in order to perform this award.

[END OF PROVISION]

RAA21. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)

APPLICABILITY: *For use in all solicitations and resulting awards where eligibility is restricted to local entities in accordance with the Agency's statutory "Local Competition Authority" (see [303.3.6.5.c](#) for additional guidance and [303.6](#) for the definition of local entity).*

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;

and

A) is majority owned by individuals who are citizens or lawful permanent residents of; and

(B) 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.

(c) 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]

RAA22. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (DECEMBER 2022)

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 (DECEMBER 2022)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of the recipient's 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 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 the Recipient 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 the recipient's 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 the recipient's 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. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because it was required to do so under Federal procurement contracts that it was awarded.

4. Reporting Frequency

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, it must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) 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]

RAA23. RESERVED

RAA24. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DECEMBER 2022)

***APPLICABILITY:** This provision is required if the milestone, unit price, or payment at completion is for telecommunication or video surveillance services or equipment.*

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (DECEMBER 2022)

- a. Except as provided in paragraph b. below, the Recipient is prohibited from using award funds 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 as described in 2 CFR 200.216.
- b. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.
- c. After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.
- d. The Recipient must include this provision in all subawards and contracts

Text highlighted in yellow indicates that the material is new or substantively revised.

issued under this award.

[END OF PROVISION]

RAA25. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

APPLICABILITY: *This provision is required in accordance with 2 CFR 183, Never Contract with the Enemy. AOs must include this provision in all assistance solicitations and all resulting awards expected to exceed \$50,000 and that are performed outside of the United States, including U.S. territories, and that are in support of a contingency operation as defined in 2 CFR 183.35 in which members of the Armed Forces are or may become actively engaged in hostilities.*

NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

1. Prohibition on Providing Funds to the Enemy

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

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

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

Armed Forces are actively engaged in hostilities.

2. Additional Access to Recipient Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

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

[END OF PROVISION]

[END OF THE STANDARD PROVISIONS]

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Attachment H
Fixed-Type Award Pre-Award Risk Assessment

Instructions/Notes:	
1.	The purpose of this assessment is to gather relevant information in order to evaluate the grantee's financial and internal control systems. Based on this information, the grantee's ability to effectively monitor, control, and report on the funds provided by Palladium is determined. This assessment should be completed prior to signing an agreement but does not necessarily need to be part of the criteria for selecting the grantee since capacity building may be an objective of the grant. This assessment is required for all grants \$25,000 or more
2.	The assessment may be completed by the Senior Grants and Compliance Manager based on information available from the application or Palladium's past experience with the grantee. An office visit is not required unless the information cannot be obtained otherwise.
3.	Based on this assessment, the grantee is assigned a risk level: low risk, medium risk or high risk. The risk level assigned, and the information gathered are then used: <ul style="list-style-type: none"> • To determine if what, if any, <u>special conditions</u> should be included in the grant agreement • To create the grantee monitoring plan and determine the appropriate tools to be used in monitoring the grantee • To assist in the creation of the financial capacity building plan if the program includes capacity building of grantees as an objective.
4.	This document is a template and may be altered as appropriate by Palladium to particular program objectives or donor requirements.

General Information	
Name of Organization	
Address, phone, fax	
Proposed grant amount	
Proposed grant period	
Type of grant program	
Financial Representative: Name, Title, E-mail, Phone	
What is the organization's registered status?	
How much is the organization's total annual funding?	
What is the organization's fiscal year? (e.g. Jan-Dec; Jul-Jun, etc.)	
When was the organization established?	
List the names of the grantee senior management and board of directors.	

Organizational Integrity	
Obtain a copy of the articles of incorporation or other documentation which substantiates the legal character/registration of the entity in country/region of operation.	
Identify principals/key personnel/organization structure.	
Vet the organization/principals through the Regional Security Officer or other checkpoints to validate good standing in the local community (integrity, reputation, internal controls) and ensure that the minimum statutory requirements are met.	
<p>Vet the party and all key officials and owners through:</p> <ul style="list-style-type: none"> • System for Award Management, www.sam.gov; • Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control (“OFAC List”) https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists; • United Nations Security designation list, https://www.un.org/securitycouncil/content/un-sc-consolidated-list 	
Organizational Capacity to Achieve the Proposed Fixed Amount Award Activity	
Assess management and staff expertise/resources to accomplish the Fixed Amount Award activity	
Intellectual property to be applied	
Technology resources to be applied	
Other assets available and commitments incurred to determine cash flow	
Assess ability to procure/manage property/personnel	
Past Performance in the Sector	
Obtain third-party information on performance related to quality of performance, timeliness of completion, and input from past funding entities and activity beneficiaries	
Review, if available, objective performance documentation, such as evaluations.	

Validation of Past Performance References:	
Fixed Amount Award Activity Implementation Viability	
Are the milestones appropriate to the activity?	
Can Palladium reasonably define the accomplishments required to achieve the purpose of the grant in the milestones?	
Are the milestones verifiable?	
Is there sufficient information available on estimated costs to:	
a. price milestones such that the Fixed Amount Award represents a good value to the Agency?	
b. identify risks to both the implementing entity and Agency, and mitigate the risks through "special conditions"?	
Are the milestones priced to balance liquidity with incentives for the recipient to keep performing?	
Fixed Amount Award Pre-Award Financial Review Checklist Applicable for Authorizing Advances of Funds, if Necessary	
Is there a properly established bank account to receive advances?	
Are account-related unused bank checks and petty cash on hand adequately safeguarded?	
Are there appropriate controls established over account disbursements?	
Are procedures established adequate to document account disbursement usage for grant activities?	
Are appropriate procedures established for regular reconciliation of bank account statements with internal records?	
If recipient had prior experience with managing advances from external sources, was past accountability adequate and were any past issues resolved? (Note: prior advance management experience not required)	
Does recipient have a comprehensive cash-flow projection for the proposed activity which supports the proposed implementation plan?	
Does the recipient understand USAID cash management requirements using either the 30-day rolling advance process or the working capital advance type methodology?	
A written report of findings on the above points should be made as part of the Fixed Amount Award checklist documentation. The report should provide a summary assessment of the overall advance fiduciary risks as high, medium or low, with a brief summary	

supporting narrative.	
Certifications/Representations Included/Obtained, as Appropriate	
If the evaluation is positive the Assistance Award Memorandum must state that the recipient:	
i. Has adequate financial resources or the ability to obtain such resources, as required during the performance of the award.	
ii. Has the ability to meet the award terms and conditions, considering all existing prospective recipient commitments, both non- governmental and governmental.	
iii. Has a satisfactory record of performance. Generally, relevant unsatisfactory performance in the past is enough to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance or the applicant has taken adequate corrective measures to assure that it will be able to perform its functions satisfactorily.	
iv. Has a satisfactory record of business integrity.	
v. Is otherwise qualified to receive an award under applicable laws and regulations.	
Grant Management	
Is the organization currently implementing projects from other donors? Please list project, dates, donor and total budget.	
Calculate the percentage that Palladium funding would be in relation to the overall funding of the organization.	
Select one of the following:	<ul style="list-style-type: none"> ▪ Organization has extensive past experience with grant management. ▪ Organization has some experience with grant management. ▪ Organization is new and does not have experience with grant management.
Knowledge of Prime Donor Rules & Regulations	
Select one of the following:	<ul style="list-style-type: none"> ▪ Organization has managed 4 or more grants received from the prime donor. ▪ Organization has managed 1 to 3 grants received from the prime donor. ▪ Organization has not managed grants received from the prime donor.
Have any of the personnel who will be working on this grant attended regulations training for USAID?	
Past Performance – Audit	
Does an independent auditor audit the financial statements?	

If possible, obtain a copy of the latest audited financial statements, including any auditors' letter of recommendations.	
Name of External Auditors	
List any Non-US Recipient of USAID funds Audits if applicable	
Has the grantee had any major disallowances or findings discovered through either an audit or monitoring process?	
List any Non-US Recipient of USAID funds Audits if applicable	
Has the grantee had any major disallowances or findings discovered through either an audit or monitoring process?	
Risk Level Assignment (Based on the information above, please select one of the following.)	
<input type="checkbox"/> Low Risk	<ul style="list-style-type: none"> • The grantee organization possesses the capacity to independently manage grant funding. • The likelihood that the grantee will be able to comply with the terms and conditions of the agreement is high. • No special award conditions are generally warranted. • Basic monitoring will generally be sufficient.
<input type="checkbox"/> Medium Risk	<ul style="list-style-type: none"> • The grantee organization shows some deficiencies in its capacity to manage grant funds. • The grantee's financial infrastructure is generally good, but the grantee may lack experience or may have had past performance problems. • Additional training and special award conditions may be warranted. • Monitoring may be more intensive or more frequent.
<input type="checkbox"/> High Risk	<ul style="list-style-type: none"> • The grantee organization does not possess the capacity to independently manage grant funding. • Deficiencies are likely due to either a weak financial infrastructure or inexperience in managing grant funds (or both). • Additional training and special award conditions are necessary. • Monitoring will be more intensive and more frequent.

Prepared by (name and title):

Signed:

Date:

GBL CC02 Business Partner Code of Conduct

Approved by:	CEO	Policy type:	GBL
		Policy number:	GBL CC02
Responsible official:	Managing Director Organisational Effectiveness	Version:	1.4
		Effective date:	27 July 2021

Revision history

Version:	Effective date:	Approved by:	Summary of changes:
1.0	1 September 2015	CEO	NA
1.1	1 November 2017	CEO	Updated to align with Regional Business Partnerships
1.2	10 August 2019	CEO	Update for respectful workplace, safeguarding and other
1.3	27 February 2020	CEO	Updated Child Protection requirements
1.4	27 July 2021	CEO	Updated responsible official

Statement

This is a controlled document. The master document is posted on the Company website. Representatives may print off this document for training and reference purposes but are responsible for regularly checking the Company website for the current version.

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1. Purpose

This Policy describes the Company's expectations of Business Partners when conducting business around the world. Business Partners must operate worldwide in a manner fully consistent with the highest standards of conduct including following best practices in integrity and ethics, anti-discrimination, anti-harassment, child protection, prevention of sexual exploitation and abuse, health and safety, anti-corruption and other areas in order to promote good governance and positive impact.

2. Applicability

This Policy is applicable to all Business Partners. Any deviation from this Policy requires the approval of the Responsible Official.

The Company has in place Guidelines, Standard Operating Procedures (SOPs), Business Processes and Tools to support the implementation of this Policy.

The Responsible Official, with input from the business as appropriate, is responsible for preparing and implementing the related Guidelines, SOPs, Business Processes and Tools.

Guidelines, SOPs, Business Processes and Tools may vary with different operating environments if required by local legislation, Client rules and regulations and other factors, subject to the approval of the Responsible Official.

3. Definitions

"Bribery" or "Bribe" means to directly or indirectly offer, promise or provide a financial or other advantage (including hospitality) to another person to:

- Induce or encourage the other person to perform a function improperly;
- Induce or encourage the other person to expedite the performance of a routine government action (see "Facilitation Payment"); or
- Reward the other person for the improper performance of a function.

"Bullying" means repeated unreasonable behaviour over time, where the behaviour causes or has the potential to cause harm to another person or persons.

"Business Partner" means any contractor, subcontractor, grantee, sub-grantee, awardee, sub-awardee, law firm, affiliate, vendor, supplier, landlord or organization providing goods or services to the Company.

"Business Process" means a sequence of linked tasks and related decisions that result in or contribute to the delivery of a product or service.

"Child" or "Children" means a person or persons who is or are below the age of 18, regardless of the age of majority/consent in the relevant country. Where the age of majority/consent in the relevant country is anyone aged 18 or above 18 then that higher age limit shall apply and take precedence.

"Child abuse" means all forms of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial (e.g. for financial gain) or other exploitation of a Child and includes any actions that results in actual or potential harm to a Child.

"Child abuse material" means material that depicts (expressly or implicitly) a Child as a victim of torture, cruelty or physical abuse.

“Child exploitation material” means material, irrespective of its form, which is classified as Child abuse material or Child pornography material.

“Child pornography material” means material that depicts a person, or is a representation of a person, who is, or appears to be, under 18 years of age and is engaged in, or appears to be engaged in, a sexual pose or sexual activity, or is in the presence of a person who is engaged in, or appears to be engaged in, a sexual pose or activity, and does this in a way that a reasonable person would regard as being, in all the circumstances, offensive.

“Client” means any individual or entity who engages the Company to provide goods or services.

“Commercial Sex Act” means any sex act on account of which anything of value is given or received.

“Compliance” means adherence to laws, codes, regulations, rules, standards, policies, and guidelines concerning proper conduct, management, and business transactions.

“Conflict of Interest” means when a Business Partner’s interests are (or potentially are) inconsistent with or are (or potentially are) otherwise in opposition to the interests of the Company, the Company’s Clients, or the Company’s stakeholders.

“Company” refers to Palladium Group Holdings Pty Ltd and all of its subsidiaries or related companies.

“Corruption” means the abuse or perversion of entrusted power, including the expectation of impartiality, for private or unlawful gain.

“Discrimination” is any unfair treatment or arbitrary distinction based on personal characteristics such as age, gender, sexual orientation or identity, disability, marital or parental status, pregnancy, religious belief or activity, political belief or activity, race (including colour, national origin or ethnicity) or citizenship.

“Diversity” refers to the individual differences and variety of characteristics that we all bring to the Company.

“Duty of Care” refers to the obligation of the Company and Business Partners to take reasonable care to prevent foreseeable harm to any Representative or employee of the Business Partner and provide a safe system of work.

“Facilitation Payment” means a direct or indirect payment to a Public Official to carry out or expedite the performance of a routine government action. Routine government actions include, but are not limited to, clearing customs, processing visas and scheduling inspections.

“Fraud” means dishonestly obtaining a benefit or causing a loss by dishonest or other improper means.

“Graft” means the misuse of authority for personal gain.

“Guidelines” means the written elaborations on Company policy that provide further information and interpretation for the implementation of policy.

“Guiding Principles” means the principles to which all Company Representatives commit to aligning their behaviours in order to create and deliver a successful Company culture.

“Harassment” means any improper and unwanted behaviour that makes a person feel threatened, intimidated, degraded, humiliated or offended.

“Inclusion” means ensuring that the right conditions are in place so that every person is able to achieve their full potential regardless of personal characteristics, socioeconomic background or personality type.

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to goods and/or services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of an agreement or contract with the Company.

“Personally Identifiable Information” means any data that could potentially identify a specific individual or any information that could be used to distinguish one person from another and can be used for de-anonymising anonymous data.

“Privacy” means a person’s right to control access to his or her personally identifiable information.

“Prohibited Act” means any offence under any applicable statute in any jurisdiction.

“Public Official” means an elected or appointed executive, administrative, legislative or judicial officer or employee of a country, state, territory, or political subdivision thereof; an officer or employee of a public international organisation; or an officer or employee of a public enterprise or public body, including officers or employees of State owned or controlled entities. In addition, Public Official includes any person who performs a public function or exercises public authority, by employment or contract, for any branch of the national, state, local or municipal government of any country or territory. Public Official also includes employees or officers of political parties as well as candidates for political office.

“Representative” means an Employee or any person who has an independent individual contractual relationship with the Company, whether as a contractor, consultant or agent of the Company. This includes non-executive directors of the board.

“Safeguarding” means action taken by the Company to protect the beneficiaries and communities with which we work, our Representatives and Clients from harm

“Security” means a stock, bond, note or debenture, as well as options, warrants and similar instruments related to such stock, bonds, notes or debentures.

“Sexual Abuse” is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

“Sexual Exploitation” means any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

“Sexual Harassment” means unwanted sexual advances, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another. Any gender can be either a victim or offender.

“Standard Operating Procedures” or “SOPs” are the detailed written descriptions of Business Processes that aim to ensure consistency and quality in process execution.

“Tool” means templates, forms, charts, informational and any other material prescribed for use in conjunction with an element of a Policy, Guideline, Business Process and SOPs.

“Trafficking” means the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, the abuse of power or a position of vulnerability or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

4. Policy

4.1. Integrity and Ethics

4.1.1. General Integrity

The conduct of Business Partners is a direct reflection on the Company and the Company's values and Guiding Principles.

Business Partners are required to:

- Observe and abide by all applicable laws and regulations, including relevant treaty obligations and internal policies, both in the countries where the Business Partner is registered and, if different, in the countries where the Business Partner is doing business;
- Read and comply with all Company Policies, Guidelines, SOPs and Business Processes applicable to Business Partners;
- Conduct business in a truthful, honest, diligent, transparent, and ethical manner;
- Treat Clients, employees, suppliers, consultants, Representatives, communities with which we work and others with whom Business Partners interact, fairly, humanely, and with proper regard for their human rights and obligations;
- Respect cultural differences among Clients, employees, suppliers, consultants, Representatives and others with whom Business Partners interact and conduct themselves in a manner that will not reflect adversely on the Company, its shareholders, Clients, partners, or the wider community; and
- Honour commitments and keep confidences.

4.1.2. Accountability

The Company holds Business Partners accountable for their conduct and expects all Business Partners to adhere to the spirit and letter of this Policy. To ensure compliance with this Policy, the Company asks its Business Partners to:

- Review this Policy and commit to abide by it;
- Ensure that questions about this Policy are addressed promptly and all employees of Business Partners know how to seek guidance about complying with this Policy;
- Ensure that non-compliant conduct is reported through any means including Company email, telephone, or the Company Whistle-blower mechanism as soon as practicable; and
- Report any known or suspected unlawful or unethical conduct related to the Company.

Self-reporting of non-compliance is encouraged.

The Company will investigate any credible report of a violation of this Policy or any unethical or unlawful conduct.

4.1.3. Transparency and Record Keeping

The Company is committed to transparency in all business dealings. The Company maintains a comprehensive system of record keeping. Business Partners must ensure that all official records are

properly identified and maintained according to the Records Management Policy. The records are required to be true and accurate and any intentional misuse, editing, or handling of the official records is prohibited.

4.1.4. Duty of Care

Employees of Business Partners come under the Duty of Care of the Business Partner and the Business Partner must manage risks associated with the performance of work. Unless otherwise indicated, the Company is not responsible for security arrangements, health, or safety of individuals and/or property that is the responsibility of the Business Partner. The Company expects that the Business Partner will hold appropriate levels of insurance to protect their interests and the interests of the Company and Company Representatives.

4.1.5. Tax

Business Partners will comply with all obligations to pay taxes, duties, and charges imposed or levied in the countries in which the Business Partner is registered and in the countries in which the Business Partner is doing business as required by law including all taxes, entitlements, other statutory charges and/or any other amounts payable to personnel in the relevant jurisdiction.

4.1.6. Procurement

Business Partners must follow the principles of fair competition and compete honestly, transparently, and fairly for potential contracts, grants, and other opportunities. Business Partners should always seek to outperform competition in a fair and honest manner and seek competitive advantage through superior performance. Business Partners will not collude with competitors when bidding for contracts and, if collusion is brought to the Company's attention it will be investigated and addressed without delay. Business Partners are required to follow all applicable procurement laws and regulations. In a tender process, Business Partners will, to the best of their ability, provide accurate and truthful information and will not misrepresent their approaches, capabilities, or pricing.

Business Partners must never ask for or receive preferential treatment or special privileges or make use of information they are not authorised to have, including non-public documents or other proprietary data, including information released to the Company under Non-Disclosure Agreements. Business Partners must not take unfair or improper advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other illegal or unethical trade practice. Business Partners will not attempt to influence Public Officials or other Clients with payments, gifts, offers of employment, or otherwise unlawful conduct.

4.1.7. Anticorruption/Bribery/Graft

Business Partners must be committed to honesty, transparency, and fairness and have zero tolerance for Bribery, including making Facilitation Payments or Graft. Business Partners will reject Corruption in all of its forms and comply with the spirit and letter of all applicable anticorruption laws and regulations. Business Partners are required to:

- ❶ Reject Corruption in all of its forms, including Bribery, making Facilitation Payments, Graft or any Prohibited Act;
- ❷ Understand and appreciate that Bribery and Graft are unlawful and therefore strictly prohibited, regardless of jurisdiction or circumstance;
- ❸ Adopt and enforce all policies that prevent Corruption in the conduct of business;
- ❹ Ensure that no Public Official benefits financially or in any other unlawful way from the relationship with the Business Partner (or any Client);

- Operate with an adequate system of internal accounting controls and maintain accurate records that document relevant transactions; and
- Immediately inform the Company, if information is discovered indicating that a Prohibited Act has been committed, has been requested, or otherwise suggested by any person, including a Public Official or private individual, in connection with, in the relationship with, or work for the Company.

Business Partners must not:

- Directly or indirectly, commit or attempt to commit, any Prohibited Act, including Bribery, Graft or making a Facilitation Payment;
- Directly or indirectly, receive a Bribe;
- Use their authority for personal gain; or
- Offer, provide or receive unlawful gifts, benefits, hospitality, advantages, courtesies or entertainment from a Public Official where a reasonable person could interpret the offer, provision or receipt as a Prohibited Act made in connection with the Representative's duties, status or authority.

Hospitality is permitted under specific circumstances. Bona fide hospitality or other business expenditure with the aim of presenting the Business Partner, Company or its products or services, or establishing cordial relations is permitted. However, hospitality or promotional expenditure can be misinterpreted as Bribery and Business Partners must keep in mind appearances and perceptions and not offer hospitality where it could be mistaken to have the intention of influencing a Public Official to secure a business advantage, to perform a function improperly, or to expedite the performance of a routine government action.

Receipt and provision of gifts, benefits or entertainment must be notified on relevant registers kept for that purpose in accordance with a relevant Business Process.

4.1.8. Intellectual Property

Unless otherwise specified, all Intellectual Property developed in the course of the business relationship between the Company and the Business Partner remains the property of the Company or, where contractually specified, the property of its Clients.

Business Partners are required to comply with all applicable laws, rules and regulations Company policies and procedures and contractual policies and procedures of Clients covering Intellectual Property rights.

4.1.9. Scientific integrity

The Company is committed to the highest standards of scientific integrity when performing any science-based and research-oriented work. These include ensuring that research and science-based work is grounded in documented approaches, is supported by validated data and information, and that results and conclusions are independent and unbiased.

Business Partners are required to ensure that there are no actual or perceived Conflicts of Interest that might bias work they are undertaking or otherwise call into question the validity or accuracy of their work. Business Partners will not falsify, fabricate, or misrepresent data or results, even if pressured to do so by internal or external sources. Due credit must be given when the work is not the Business Partner's own. If the Business Partner is involved in any research work involving human subjects, then it must follow the highest standards, ethical considerations, laws, rules and regulations applicable and take great care to interact with any human subjects with empathy and respect.

4.1.10. Fraud/waste/abuse

The Company does not tolerate fraudulent activity, waste of Company or Client resources, or abuse of authority by Business Partners. Business Partners are required to prevent, detect, and report Fraud, waste, abuse, or any other Prohibited Acts about which they know or reasonably should have known. The Company Whistle-blower mechanism is available to report confirmed or suspected violations and Business Partners and their employees are expected to cooperate fully if and when investigations are undertaken.

4.1.11. Conflicts of Interest

The Company believes in open and transparent business dealings. Business Partners must separate their own personal interests from those of the business transaction with the Company. Conflict of Interest arises when, for example, a Business Partner, their employee or any member of his or her immediate family, his or her partner, an organisation that employs or is about to employ any of the above, has a financial or other interest in, or will receive a tangible personal benefit from, an action taken by the Business Partner. Actual or potential Conflicts of Interest must be reported immediately to the Company so that action can be taken to manage and mitigate the Conflict of Interest, including but not limited to the exclusion of the Business Partner from any relevant decisions.

Sexual relationships between Business Partners, their employees and/or with others connected with the Company's projects or suppliers may be a Conflict of Interest and are strongly discouraged. Accordingly, any and all such relationships must be disclosed to the Company.

In the event that a Business Partner is subject to codes or rules of conduct other than those contained in the Company Policies, Guidelines, SOPs or Business Processes (such as other professional codes), and a conflict arises between these codes, it is the Business Partner's responsibility to bring the conflict to the attention of the Company for resolution.

4.2. Privacy and Information Protection

4.2.1. Privacy Protection, Responsibilities and Expectations

The Company's Privacy Policy sets out the details of the collection, storage, use, disclosure, access to, and correction of Personally Identifiable Information by the Company.

Protecting sensitive and Personally Identifiable Information and preventing its misuse are essential to ensure that the Company maintains the highest standards of professional conduct, including complying with data protection legislation wherever the Company carries out its business. Business Partners, Clients and beneficiaries have a right to be protected against unwarranted infringement of their privacy resulting from the collection, maintenance, use and dissemination of their personal information. The Company is dedicated to the protection of the information we hold and to the prevention of actions that could result in harm, embarrassment, inconvenience or unfairness to anyone with whom or with which the Company has a relationship.

All Business Partners are responsible for protecting sensitive and Personally Identifiable Information from unauthorised exposure and reducing the volume and types of Personally Identifiable Information to only that which is necessary for business functions. Business Partners must protect the Personally Identifiable Information they collect, handle, maintain and transmit and they must use proper collection, storage, transmission and disposal methods. Further, Business Partners must not access Personally Identifiable Information they do not need to complete their job functions and must not disclose Personally Identifiable Information to unauthorised parties.

Failure to protect Personally Identifiable Information may result in immediate termination of all business relationships with the Company. All Business Partners are obligated to notify the Company if they discover any actual or potential privacy breaches.

Users of Company information systems have no reasonable expectation of privacy. This means that any information transiting or stored on a Company system can be monitored, intercepted, searched and seized by the Company. Further, any information transiting or stored on a Company system may be disclosed or used for any lawful governmental purpose including law enforcement, public health or security purposes.

4.2.2. Access to and Protection of Information

In the performance of their duties, Business Partners may be granted access to many sources of information, confidential or otherwise. Any information provided as part of a Business Partner's duties or any information to which the Business Partner has access must be used only for official purposes. Business Partners will not make any unauthorised, improper, or unlawful use of any information made available to them in the performance of their duties. Further, Business Partners will not access information without an official purpose related to the performance of their duties.

4.2.3. Access to and Protection of Resources

In the performance of their duties, Business Partners must also protect Company resources. Business Partners are expected to:

- ☐ Use or manage both human and material resources efficiently and effectively;
- ☐ Avoid waste, misuse, and abuse of Company resources and conserve and protect Company assets;
- ☐ Ensure that all facilities, physical resources, and other property belonging to or leased by the Company are given due care and maintenance; and
- ☐ Budget honestly.

The Company reserves the right to immediately terminate any business relationships for violations relating to access to and protection of information and misuse of Company resources.

4.2.4. Information Communication Technology Systems Use

All Company information communication technology systems, including email and any connected computer communications network, server, individual computer workstation, laptop, or Smartphone may only be used for business purposes, subject to the following. The Company will permit limited personal use of the information technology systems as long as the personal use does not interfere with the Business Partner's work or incur an unreasonable expense to the Company. Business Partner use of information technology systems is a business privilege and, as such, the Company reserves the right to immediately terminate any business relationship for violations relating to use of the information technology systems.

The following are some examples of unacceptable and, therefore, prohibited actions involving the Company information technology systems. Actions include, but are not limited to:

- ☐ Excessive use of Company information technology systems for personal use;
- ☐ Intentionally inefficient or wasteful use of Company assets or resources;
- ☐ Unauthorised access or use of any information technology system;
- ☐ Intentional disruption of the Company's internet service, a third party's internet service, and/or the global internet;
- ☐ Compromising or damaging the integrity of or misusing any host/server information technology assets or resources;
- ☐ Compromising the privacy of any Company or third party users;

- ❏ Violating information rules, regulations or policies in the jurisdiction in which the Business Partner is registered or performing work;
- ❏ Compromising corporate proprietary or otherwise sensitive information; and
- ❏ Using information communication technology systems to violate corporate policies or procedures, including sending or forwarding emails that violate any of the Company's policies.

Although the Company has software to detect known viruses, Business Partners must be aware that pirated software, email or basic internet use can introduce viruses into their computer, the corporate network and broader information technology systems. Caution should be used when opening emails and files from unknown senders and downloading content from the internet.

Business Partners who are unsure of their obligations in relation to any aspect of information communication technology system use in the workplace should contact the Company for advice and assistance.

4.3. Respectful Workplace

The Company supports Diversity and Inclusion and is committed to nurturing a positive workplace environment in which all Representatives and Business Partners are treated with respect and dignity. We foster a culture that is diverse, inclusive and respectful. The Company encourages a workplace free of Discrimination.

All Business Partners are expected to demonstrate professional and respectful behaviours in the workplace, at Company events, and/or under any circumstances when representing the Company. This includes business travel and time spent at Company related social events, whether held on or off Company premises and whether during or outside working hours.

Discrimination, Harassment and Bullying, in any form, are unacceptable. Business Partners are expected to adhere to the requirements of this Code of Conduct and to proactively report on Discrimination, Harassment, Bullying or other breaches of the Company's policy.

Management of poor performance or poor conduct does not constitute Discrimination, Harassment or Bullying when it is conducted in accordance with the relevant Company Guidelines.

4.3.1. Anti-Discrimination

The Company values Diversity and employs and partners with individuals and organisations from a diverse range of backgrounds, cultures and races. The Company is committed to an open, inclusive and Discrimination-free workplace.

The Company is dedicated to promoting an accessible and inclusive workplace where all reasonable accessibility requirements and requests will be considered and, where reasonably possible, accommodated.

Business Partners must not engage in any Discrimination including, but not limited to, the following:

- ❏ Refusing to hire or promote Representatives on the basis of any personal characteristics that are not relevant to the requirements of the role;
- ❏ Terminating Representatives on the basis of any irrelevant personal characteristics;
- ❏ Refusing to provide reasonable accommodations for those Representatives with disabilities; and
- ❏ Refusing to excuse Representatives for documented, medically necessary appointments related to a personal characteristic.

4.3.2. Anti-Harassment

Harassment of any kind is unacceptable and is not tolerated inside or outside of the workplace. It can include a one-off incident or a series of incidents. Business Partners must not engage in any form of Harassment.

4.3.3. Anti-Bullying

Bullying is unacceptable and is not tolerated inside or outside of the workplace, or inside or outside working hours, when the parties involved are also colleagues or Business Partners.

4.3.4. Grievances

The Company encourages an open environment in which all Business Partners can raise their work-related concerns, complaints or grievances fairly, honestly and responsibly. The Company acknowledges that to achieve a fair, equitable and productive work environment, there must be a transparent and consistent process for resolving grievances. The Company aims, as far as practicable, to achieve a fair and prompt resolution to individual grievances raised by Business Partners in the course of their employment or interaction with the Company.

4.4. Safeguarding

The Company commits to work with internal and external stakeholders to protect the safety and welfare of the beneficiaries and communities with which we work, our Representatives, and our Clients. We foster a culture of Safeguarding at all times and support those who have experienced abuse.

4.4.1. Child Protection

The Company is committed to upholding the values and purpose of the UN Convention on the Rights of the Child, which requires that Children will be protected from performing any work that is likely to be hazardous, interfere with a Child's education, or is harmful to a Child's physical, mental, spiritual, moral or social health. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

The Company has a zero tolerance of Child abuse and expects the same commitment to Child protection from Business Partners. Specifically, Business Partners will:

- ❶ Establish and maintain an environment that promotes and enables Children's participation and is welcoming, culturally safe and inclusive for all Children and their families;
- ❷ Involve Children in making decisions about activities, policies and processes that concern them, wherever possible;
- ❸ Treat Children and their families with respect and value their ideas and opinions regardless of race, colour, gender, sexual orientation or identity, physical or mental health, language, religion, political or other opinion, national, ethnic or social origin, property, birth, or other protected and/or irrelevant characteristic;
- ❹ Whenever possible, ensure that another adult is present when working in the proximity of Children;
- ❺ Use any computers, mobile phones, video and digital cameras, personal electronic devices, and social media appropriately, and never to exploit or harass Children or to access Child exploitation material through any medium;
- ❻ Refrain from physical punishment or physical discipline of Children;

- Refrain from hiring Children for domestic or other labour;
- Comply with all applicable laws, rules, and regulations concerning Child protection, including laws in relation to Child labour;
- Respond to any concerns or complaints of Child abuse in line with the complaints handling procedure; and
- Immediately disclose to the Company all charges, convictions and other outcomes of any offences that relate to Child exploitation and abuse, including (in countries where this is applicable) those under traditional or customary law.

Business Partners will not:

- Use language or behaviour towards Children (including via online communication) that is inappropriate, harassing, abusive, sexually provocative, demeaning, or culturally inappropriate;
- Engage in any activity that is likely to physically, sexually or emotionally harm a Child;
- Engage Children in any form of sexual activity. Mistaken belief in the age of a person is not a defence;
- Arrange personal contact, including online contact, with Children associated with the Company's project or activity for a purpose unrelated to that project or activity;
- Invite unaccompanied Children into the Representative's home or place of residence;
- Be alone with a Child unnecessarily or sleep close to unsupervised Children;
- Supply alcohol or controlled drugs to Children except medications under an approved administration of medication plan;
- Work with Children while under the influence of alcohol or prohibited drugs;
- Disclose personal or sensitive information about a Child, including images of a Child, unless the Child and their parent or legal guardian consent, or unless required to by the Company policy and procedure on reporting; and
- Ignore or disregard any suspected or disclosed Child harm or abuse.

When photographing or filming a Child for work-related purposes, Business Partners will:

- Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a Child;
- Explain how the photograph or film will be used and obtain consent from the child's parent or legal guardian before photographing or filming a Child;
- Ensure photographs and films however recorded and stored present Children in a dignified and respectful manner and not in a vulnerable or submissive manner;
- Ensure that Children are adequately clothed and not in poses that could be seen as sexually suggestive;
- Ensure images are honest representations of the context and the facts; and
- Ensure that physical and electronic labels of photographs and films do not reveal identifying information about a Child.

It is the responsibility of Business Partners to use common sense and good judgment to avoid actions and behaviours that could be construed as Child abuse.

Business Partners are required to report concerns or allegations of Child abuse, or other conduct inconsistent with this Policy, to the Company through any means including Company email, telephone, or the Whistle-blower mechanism.

4.4.2. Prevention of Sexual Exploitation, Abuse and Harassment

Sexual Exploitation, Sexual Abuse, and Sexual Harassment are unacceptable and prohibited conduct for all Business Partners. For example, it is prohibited for Business Partners to engage in:

- ❶ Any act of sexually humiliating, degrading or exploitative behaviour;
- ❷ Any type of sexual activity with Children. Mistaken belief in the age of a person is not a defence;
- ❸ Exchange money, employment, goods or services for sex regardless of whether or not this is illegal in the relevant country;

All Business Partners must encourage an environment that prevents Sexual Exploitation, Abuse and Harassment. Managers at all levels have responsibilities to support and develop systems which maintain this environment. All Business Partners must report any concerns regarding Sexual Exploitation, Abuse, and Harassment through established reporting mechanisms.

4.5. Environment, Health and Safety

4.5.1. Sustainability and the Environment

Business Partners will engage in environmentally sustainable development, promote conservation and sustainable use of natural resources, conservation of bio-diversity and heritage sites and disaster risk reduction planning, ensuring Compliance with environmental protection legislation in the countries where the Business Partner is registered and the countries where the Business Partner works.

4.5.2. Health and Safety

Business Partners will provide a safe working environment that protects the health and wellbeing of their employees. The Business Partner will comply with all work health and safety legislative requirements and, in doing so, focuses on actions to prevent harm and ensure reasonable care of all employees.

4.5.3. Anti-Narcotics and Drug-Free Workplaces

The Business Partner will maintain a drug-free workplaces and not tolerate the manufacture, sale, transportation, distribution, possession, or use of any drug or narcotic substance deemed to be illegal in the countries in which the Business Partner is registered or is performing work. The Business Partner will use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in drug trafficking.

4.5.4. Antipersonnel Mines

The Company does not do business with Business Partners who are engaged in the sale or manufacture of antipersonnel mines or components used in the manufacture of such mines. The Business Partner confirms that it is not involved in the sale or manufacture of these items.

4.6. International Governance

4.6.1. Political Activity

The Company respects and supports Business Partner's rights to engage in civil society in their personal capacity. Business Partners are free to engage in political activity in their country of citizenship providing that their involvement is not in conflict with their obligations to the Company or is during work hours and does not use Company resources. Business Partners who engage in political activity are prohibited from representing that the Company endorses or is in any way associated with their political activity of other political activities of any type.

4.6.2. Human Trafficking

The Company does not tolerate or condone the transportation, sale or otherwise Trafficking of human beings for profit or otherwise. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

Business Partners will prohibit transactions with, and the provision of resources and support to, individuals and organisations associated with human Trafficking. Further, Business Partners must not:

- ⦿ Engage in any form of Trafficking in persons;
- ⦿ Procure a Commercial Sex Act; or
- ⦿ Use forced labour in the performance of any work.

4.6.3. Terrorism

The Company does not tolerate or condone the engagement, directly or indirectly, in terrorism or in the financing of or support to terrorists. Further, the Business Partner must use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in terrorism. Transactions with, and the provision of resources and support to, individuals and organisations associated with terrorism are prohibited.

4.6.4. Sanctions

The Company expects Business Partners to abide by the sanctions put in place by the international community including but not limited to the United Nations, the European Union, the United States Office of Foreign Asset Control, the United Kingdom Foreign and Commonwealth Office, and the Australian Department of Foreign Affairs and Trade.

The Company expects Business Partners to abide by sanctions related, but not limited to:

- ⦿ Counter Narcotics Trafficking;
- ⦿ Counter Terrorism;
- ⦿ Non-Proliferation;
- ⦿ Rough Diamond Trade Controls; and
- ⦿ Transnational Criminal Organisations.

Updated sanctions lists can be found here:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

<https://www.gov.uk/sanctions-embargoes-and-restrictions>

<http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm>

<http://www.un.org/sc/committees/consolidated.htm>

<http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>

5. Duty to Comply

It is the responsibility of each Business Partner to comply fully with this Policy. Failure to comply may result in immediate termination of any business relationship or other appropriate action.

6. Reporting

Business Partners are required to report violations of this Policy to the Company or through the Company's Whistle-blower mechanism.

Due diligence form

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the extent permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Part 1 Identifying information

Part 1 a

To be completed if an **organisation** is the subject of Due Diligence

Name of organisation: ...

Organisation headquarters address/main office: ...

Country or countries where activities will take place: ...

Website for organisation: ...

Name of owner/managing director for organisation: ...

List any former name(s) owner/managing director for organisation: ...

Part 1 b

To be completed either if an **individual** is the Subject of Due Diligence or, if an **organisation** is the Subject of Due Diligence, then to be filled out by the owner/managing director of the organisation

Full Legal Name (As written on passport or national identification card) ...

Home address for individual or owner/managing director, phone number, and email address: ...

Identify card / Passport: ...

Nationality: ... Date of birth: dd/mm/yyyy

Telephone: ... E-mail: ...

Part 2 Business information

(Only applicable if an organisation is the Subject of Due Diligence. For individual move to part 4)

To be completed by the owner/managing director

a Sole Proprietorship Partnership Corporation Non Profit Other

If other, please specify below:

...

b Is this organisation registered? If so, please note the country and registration number below Yes No

...

d Is the entity an organisation listed on a public stock exchange? If so, please provide relevant details below. Yes No

...

e If applicable, please list any parent companies or subsidiaries below:

...

Does any Public Official or government entity have any financial, management or controlling interest in your organisation? If so, provide details and level of interest below. Yes No

...

Please list the full names and date of birth of all Principals for your organisation. (Note: the term "Principal" includes, but is not limited to, the executive officers, partners, owners, directors, trustees or others who exercise control over your organisation).

...

Part 3 Compliance, health and safety

Does the organisation have an institutionalized Financial and internal controls policy? If so, please attach or provide details below. Yes No

...

Does the organisation have an occupational health and safety (OHS) policy? If so, please attach or provide details below. Yes No

...

Please state whether the organisation meets the legislative requirement of compulsory insurance where business will take place and please attach the certification or provide details by country or countries.

...

Part 4 Government relationships

To be completed by the individual or owner/managing director of the organisation

Please state whether:	You are currently, or have been during the last two years, a Public Official (as that term is defined in Part 7 below)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Your organisation employs a current Public Official <i>(If applicable)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	You are a close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Any Principal of your organisation has a close relative who is a Public Official <i>(If applicable)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

For any person identified as a close relative above, please provide their name (surnames and given name), title, relationship to you or the organisation, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

...

Part 5 Prior conduct

To be completed by the individual or owner/managing director of the organisation

Have you (or any Principals of your organisation) ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes No

(If applicable) Has the organisation, or any subsidiary or affiliate of your organisation ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes No

(If applicable) Has the organisation ever been issued a sanction or committed a violation of law or regulation?

Yes No

If yes to any of the above, please describe the circumstances below:

...

Part 6 Additional disclosures

To be completed by the individual or owner/managing director of the organisation

Please provide any additional information below that would assist the company in performing its due diligence review. If more space is needed, attach a separate sheet.

...

Part 7 Certification

To be completed by the individual or owner/managing director of the organisation

Certification

I hereby certify that:

To the best of my knowledge, all information in this response is truthful, correct and complete; I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:

UK Bribery Act 2010:

Australian Criminal Code:

U.S. Foreign Corrupt Practices Act:

I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.

I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: "Public Official" means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, "Public Official" includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises, or any part of a government. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

I further hereby acknowledge that I have reviewed the Business Partner Code of Conduct and I, and/or my organisation, will comply with all requirements set out in such Code.

Data Collection Notice

If you are completing this form for yourself as an individual, then you acknowledge the following. If you are completing this form for an organisation (whether a company, trust, charity or similar), you acknowledge that you have obtained consent to the following from the relevant individuals.

Palladium is committed to the protection of personal information and compliance with relevant data protection and privacy laws. The information requested by this form is collected directly from you to assess

your suitability, or that of a relevant individual, to provide services to Palladium, its clients and/or any of its projects. The information we will collect pursuant to this due diligence exercise is as outlined in this form, but we may also obtain information through an investigative report, which may draw on public registers, interviews or public media. We collect this information on the legal basis of your consent, and then will later use it for the performance of any contract with you or for the performance of any relevant contract with our clients.

This information may be shared with any of Palladium's related companies or relevant clients where such sharing is a) required by a relevant law, our contract with you or with our clients; or b) permitted by a relevant data protection law. Where sharing is with related companies, such related companies will comply with Palladium data protection guidelines.

This information may be provided to our offices/related companies overseas, subject to such overseas offices/related companies being bound by the same data protection standards as the office or company to which you provide the information and provided also that such transfer of information is required as part of fulfilling the purpose of or reasons for the provision of the information, or for the performance of any subsequent contract. An example of this might be that the relevant decision maker or individual involved in the decision is based in another location. Further details are available at <http://thepalladiumgroup.com/legal/our-policies>.

The information you provide will be used to a) make an informed assessment about whether Palladium can enter into an agreement with you or your organisation, b) manage your contract and services with Palladium in the event we enter into an agreement with you, or c) assess certain internal diversity and inclusion metrics. If you do not provide your data or consent to processing by us then we cannot assess your suitability to enter into a contract with you.

Depending on your country of residence, you may have certain data protection or privacy rights. You can find details, including our retention guidelines, at <http://thepalladiumgroup.com/legal/our-policies>. Privacy or data protection queries can be directed to Privacy@thepalladiumgroup.com

Signature:

Name: ...

Title: ...

Date: ...
