

**Issuance Date:** October 15<sup>th</sup> 2024  
**Deadline for Questions:** October 31<sup>st</sup> 2024  
**Closing Date:** November 13<sup>th</sup> 2024  
**Closing Time:** 5:00 pm (GMT)  
**CFDA Number:** [98.007]  
**RFA Number:** 217805-Ghana Youth FP Advocacy

Subject: Request for Applications (RFA) – Ghana Youth Family Planning Advocacy

Dear Prospective Applicants, Palladium is seeking applications from eligible organizations to perform advocacy activities for increasing adolescent access to family planning (FP), as sub-recipients under the U.S. Agency for International Development-funded program PROPEL Health, Cooperative Agreement Number 7200AA22CA00023.

Please refer to the Funding Opportunity Description for a complete description.

This RFA is being issued for the purposes of this program and consists of this cover letter and the following sections:

- Section I – Funding Opportunity Description**
- Section II – Award Information**
- Section III – Eligibility Information**
- Section IV – Submission and Application Information**
- Section V – Application Review Information**
- Section VI – Award and Administration Information**
- Section VII – Palladium Contacts**
- Section VIII – Required Representations and Certifications of Offeror**

To be eligible for the award, the applicant must provide all required information in its application, including the requirements found in any attachments.

Palladium may make an award resulting from this RFA to the responsible applicant(s) whose application(s) conforming to this RFA offers the greatest value. Palladium may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application, and (d) waive informalities and minor irregularities in applications received.

Palladium may make an award on the basis of initial applications received, without discussion. Therefore, each initial application must contain the applicant's best terms from a cost and technical standpoint. Issuance of this RFA does not constitute an award commitment on the part of Palladium or USAID, nor does it commit Palladium or USAID to pay for costs incurred in the preparation and submission of an application. Final awards cannot be made until funds have been fully appropriated, apportioned, allocated, and committed to Palladium's prime award with USAID. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of

these requirements and conditions for award. Applications are submitted at the risk of the applicant, and all preparation and submission costs are at the applicant's expense.

All questions regarding this RFA should be submitted to Lauren Morris [lauren.morris@thepalladiumgroup.com](mailto:lauren.morris@thepalladiumgroup.com) and [abdulrashid.iddrisu@thepalladiumgroup.com](mailto:abdulrashid.iddrisu@thepalladiumgroup.com) . Palladium may (a) reject any or all applications, (b) accept applications for reasons other than cost, or (c) accept more than one application (see Section V - Application Review Information).

Palladium intends to award a Fixed Amount Award but reserves the right to award any other form of assistance agreement. Palladium may waive informalities and minor irregularities in applications received.

Successful Applicants will be responsible for ensuring achievement of the program objectives. Please refer to the Funding Description section of this RFA for a complete statement of goals and expected results.

***Subject to availability of funds***, Palladium intends to provide up to [\$30,000] in total funding for activities to be implemented no later than June 30th, 2025

All applications and enquiries should be submitted by e-mail to [lauren.morris@thepalladiumgroup.com](mailto:lauren.morris@thepalladiumgroup.com) and [abdulrashid.iddrisu@thepalladiumgroup.com](mailto:abdulrashid.iddrisu@thepalladiumgroup.com) no later than November 13, 2024. The subject line of the email shall refer to this RFA (217805-Ghana Youth FP Advocacy)

Sincerely,

Dr Demi Priscilla Letsa

Country Director

PROPEL Health Ghana

## **SECTION I - FUNDING OPPORTUNITY DESCRIPTION**

### **Program Description**

Ghana is experiencing a demographic shift from a population dominated by children (0-14 years) to one increasingly represented by young people (15-35 years). This transition highlights the need for targeted policies to support the health and development of this growing demographic segment.

High adolescent fertility rates persist in Ghana, with 15% of women aged 15-19 having been pregnant. This underscores a critical need for effective family planning (FP) services and education. Young people in Ghana face numerous challenges, including limited access to sexual and reproductive health (SRH) services due to social norms, cultural beliefs, and lack of awareness.

Despite ongoing efforts, comprehensive sexuality education has not been widely implemented in schools to improve knowledge on FP, due to public backlash and policy inconsistencies. For example, although the Ghana Health Services is mandated to deliver health services in schools, it faces restrictions from the Ghana Education Services on providing FP services in schools, a policy inconsistency that is widely acknowledged.

PROPEL Health is a cooperative agreement funded by the United States Agency for International Development (USAID). It is a project designed to strengthen the implementation of national health policies, promote health governance and reinforce health financing. PROPEL Health (and previous projects) has developed the YouthCount model to generate evidence for investing in adolescent FP by demonstrating its impacts on maternal and child health, nutrition, and socioeconomic indicators.

PROPEL Health is conducting an application of the YouthCount model in Ghana, bringing together representatives of the health, FP, education, and youth sectors. Together, we will develop policy advocacy messages to promote important steps that policymakers can take to ensure FP services are available to adolescents. PROPEL Health wishes to ensure that these advocacy messages are disseminated by local organizations. The selected organization will receive financial and technical support from PROPEL Health.

### **Objectives**

The aim of the grant is to identify opportunities for policy advocacy and utilize these opportunities to disseminate key messages. Illustrative activities may involve:

- Presenting to existing working groups or committees relating to adolescent FP or adjacent sectors such as education, youth workforce, nutrition, etc.
- Participating in advocacy events and bringing visibility to adolescent FP
- Identifying adolescent FP champions who can bring visibility to advocacy messages among decision-makers
- Institutionalizing the YouthCount modeling tool with the organization for future use.

### **Scope of the grant project**

The selected organization will propose a plan for conducting policy advocacy activities and key stakeholders to be reached. In consultation with PROPEL Health, the organization will propose advocacy opportunities to be conducted under the grant activity.

### **Monitoring and Evaluation**

After selection, PROPEL Health will facilitate a co-creation process with the beneficiary to define performance objectives, develop a plan to achieve them and determine appropriate measures, while establishing monitoring plans.

During the implementation of their activities, beneficiaries will report on agreed indicators following the development of individual post-award work plans. Indicators will be linked to work plan activities, and data sources and baselines will be established during the work plan co-creation phase, in partnership with PROPEL Health.

## SECTION II – AWARD INFORMATION

1. Estimate of Funds Available - Subject to the availability of funds, under this RFA, Palladium plans to enter into a grant award for a maximum of [\$30,000].
2. Anticipated Start Date and Performance Period. The anticipated award date is on (or around) November 11<sup>th</sup> 2024,, with a performance period of [8] months. For the duration of the grant, the grantee will report to the Grants Manager for general grant guidance, to the Program Officer for technical issues, and to M&E for monitoring results. A local team member will be available to assist with technical guidance. Palladium will provide the necessary reporting elements to the selected beneficiaries.
3. Assistance Subawards. Pursuant to Title 2 of the Code of Federal Regulations (CFR) Part 200.400 it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost principles (2 CFR 200 Section E for non-profit organizations and 48 CFR (Federal Acquisition Regulations) Part 31 for for-profit organizations) will be considered in establishing the final amount of the subaward.

## SECTION III - ELIGIBILITY REQUIREMENTS

### Eligible Applicants

To be considered for this subaward, applicants must meet one of the following minimum eligibility requirements:

- a. Ghanaian local organizations only, only non-profits, no Governmental organizations or any organizations under Governmental control etc. (registration documents required)
- b. Not appear on any list of debarred or suspended entities (as found on [www.sam.gov](http://www.sam.gov)), or on any terrorist watch list or other published list of ineligible recipients.
- c. Certify that they are not affiliated with any political party nor engaged in any partisan activities.
- d. Additionally, all applications **must** include a Unique Entity Identifier (UEI) Number. UEI number or proof of registration for UEI number must be submitted for application to be considered. \*
- e. Demonstrated commitment to youth family planning issues and experience in advocacy\*Note: GSA has developed a useful interactive PDF tool that guides through the most common scenarios about UEI. Copy this link onto your browser: [https://www.fsd.gov/gsafsd\\_sp](https://www.fsd.gov/gsafsd_sp)

## SECTION IV – SUBMISSION AND APPLICATION INFORMATION

All applications and enquiries should be submitted to:

- 1) **Point of Contact:** Lauren Morris [lauren.morris@thepalladiumgroup.com](mailto:lauren.morris@thepalladiumgroup.com) and application enquiries Iddrisu-Abdul-Rashid: [abdulrashid.iddrisu@thepalladiumgroup.com](mailto:abdulrashid.iddrisu@thepalladiumgroup.com) or via +233 240720938

2) **Submission Deadline and Time:** November 13<sup>th</sup>, 2024 at 5:00pm (GMT)

3) **Submission Formatting (if necessary)**

- i. E.g. Written in English and in 12-point Times New Roman font;
- ii. E.g. Text in tables or charts may be 10-point Times New Roman font;
- iii. Narratives should be prepared in Microsoft Word or compatible equivalent with print areas set to 8.5 x 11-inch, letter-sized paper and one-inch margins, left justification and a footer on each page including page numbers, date of submission, and applicant name;
- iv. Spreadsheets should be prepared in Microsoft Excel or compatible equivalent, with print areas set to 8.5 x 11-inch, letter-sized paper;
- v. Official (signed) documents, memoranda, and certifications may be submitted as Adobe PDF files; and
- vi. Emailed, faxed, and hard copy applications are not acceptable.

\* This solicitation does not commit Palladium to make an award. Palladium may at its sole discretion accept or reject any or all applications, at any step-in part or in full without assigning a reason. Applications will be review on rolling bases.

4) **Detailed Instructions for Submission**

To facilitate the competitive review of the applications, applications should conform to the format prescribed below. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk. Each applicant shall furnish the information required by this RFA. Applications are comprised of two components: technical applications and cost applications. Both technical applications and cost applications should be specific, complete, and presented concisely. A lengthy application does not in and of itself constitute a well-thought- out application.

Technical applications shall demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program, and the requirements can be found in Section V – Application Review Information, 1) Evaluation Criteria. An organization may only submit one application in response to this RFA. The application should be specific, complete, and presented concisely. Applications that do not substantially meet the requirements of this RFA will not be considered for award.

The application shall be divided into the following sections, with the maximum number of pages given per section as follows:

**A. Application Narrative**

1. Cover Page (1-page maximum)
2. Executive Summary (2 pages maximum)

**B. Technical Narrative (10 pages maximum)**

1. Organizational Capabilities
2. Situation Analysis
3. Program Objectives/Strategy
4. Implementation Plan

### **C. Budget**

1. Detailed Budget (no page limit)
2. Summary Budget (no page limit)
3. Budget Narrative (no page limit)

### **D. Annexes (no page limit)**

The above bullets correspond to the sections of the RFA, as described below, and constitute the general application format.

### **A. Application Narrative (3 pages maximum)**

The Application Narrative should have the following:

1. Cover Page (1 page maximum)
  - The names of the organizations/institutions involved in the proposed application. Proposed sub-awardees are to be listed separately, including a brief narrative describing the unique capacities/skills being brought to the program by each.
  - Include information about a contact person for the prime applicant, including this individual's name (both typed and his/her signature), title or position with the organization/institution, address, and telephone and email address. Applicants are to acknowledge whether the contact person is the person with authority to contract for the Applicant, and if not, that person should also be listed.
  - UEI Number
2. Executive Summary (2 pages maximum) - should summarize the key elements of the application: the applicant's capabilities; the proposed program/scope; the funding requested. Must be concise and accurate.

### **B. Technical Narrative (10 pages maximum)** The Technical Narrative should have the following:

1. Organizational Capabilities: applicants 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.
2. Situation Analysis – if necessary, describe the situation and status quo as the applicant understands which requires intervention.
3. Program Objectives/Strategy - applications must provide the proposed program's overall goals and objectives. A detailed description of the proposed activities is necessary. Applicants should discuss how this grant would contribute to addressing the problem of adolescent access to family planning. Applications should provide a monitoring and evaluation plan outlining how progress against objectives and overall program impact can be tracked. Applicants must include a monitoring and reporting schedule and any plans for internal or external program evaluations.

### **C. Summary Budget**

Applicants must include the following line items in the Summary Budget:

1. Cost of headquarters and field personnel;
2. Cost of transport, storage, and handling;
3. Cost of local travel; Direct costs; and
4. Indirect costs, if applicable.
5. If an application contains indirect costs, applicants must include substantiating documentation. In accordance with 2 CFR 200.414, eligible applicants 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 those applicants which have never received a Negotiated Indirect Cost Rate Agreement (NICRA).
6. Budget Narrative - applicants must submit an accompanying budget narrative detailing the basis of estimates for the costs, for example certifying that the salaries to be paid to the personnel are the current salaries, which the personnel have received for the last 12 months.
7. No profit/fee will be paid or considered under any resulting award.

#### D. Annexes

- The 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.
- All applicants are 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 applicants are proposing an indirect cost rate percentage, then each applicant 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 applicants are 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 the applicant in order for Palladium to make a determination of **responsibility**. Applicants shall submit any additional evidence of responsibility to support this determination. The information submitted should substantiate that the 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;
  - Applicants 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.

- For Apparent Successful Applicants only, past performance supporting documentation, including the Past Performance Reference Questionnaire which will be sent to Apparent Successful Applicants only;
- Has a satisfactory record of integrity and business ethics; and
- Applicants that have never received a grant, cooperative agreement, or contract from USAID or USAID Prime Recipients are required to submit a copy of their accounting manual, compensation and personnel policies, travel policies, and procurement policies, and audits received for the past three years (not required for FAAs).
- Annex A Certifications of Successful Applicant - successful applicants will need to review, fill-out (including signatures on relevant sections) and return completed form to Palladium
- Annex B1, B2 and B3 Fixed Amount Award (B1) & Mandatory Provisions (B2) & Branding/Marking Plan (B3) – Required USAID clauses that will be included in the subaward
- Annex C Risk Assessment Questionnaire(s) - Tool that will be used for the in-person risk assessment
- Annex D Business Partner Code of Conduct – successful applicant to review the document
- Annex E Due Diligence Form - successful applicant will need to review, fill out (including signature) and return completed form to Palladium. Palladium will then run due diligence on the successful applicant on the United Nations Security Council Consolidated List, Treasury Department’s Office of Foreign Assets Control (OFAC) list, and Systems for Award Management (SAM.gov)

**SECTION V. - APPLICATION REVIEW INFORMATION**

1. Merit Review Criteria Technical applications and cost applications of each application will be reviewed separately. The technical application will be evaluated in accordance with the Merit Review Criteria set forth below. Thereafter, the cost application of all applicants submitting a technically acceptable application will be reviewed for general reasonableness, allowability, and allocability in accordance with applicable cost principles (2 CFR 200 Part E for non-profit institutions and FAR 31 for for-profit companies). To the extent that they are necessary (if award is not made based on initial applications), negotiations and/or interviews will then be conducted with all applicants whose application, after discussion and negotiation, has a reasonable chance of being selected for award. Awards will be made to eligible, responsible applicants whose applications offer the greatest 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.

<b>Merit Review Criteria</b>	<b>Maximum Points</b>	<b>Possible</b>
A. Team Qualifications	15	
B. Organizational Capacity	20	
C. Situational Analysis	15	
D. Methodological Approach and Action Plan	30	
E. Cost Effectiveness/Realism	20	
<b>Total Possible Points</b>	<b>100</b>	



### **A. Team Qualifications**

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

- Experience of proposed team members in advocacy and youth issues
- Demonstrated commitment of proposed team members to youth family planning issues

### **B. Organizational Capacity**

- 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.

### **C. Situation Analysis**

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

- Demonstrated understanding of the youth family planning situation in Ghana; and
- Thorough description of the advocacy environment – key stakeholders, national plans, and how to address specific challenges.

### **D. Methodological Approach and Action Plan**

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

- Identification of realistic goals/objectives, describing program activities, specifically advocacy activities, in sufficient detail. Such details should include how, when, where, and by whom the advocacy activities will take place, such as through existing mechanisms or events, or the hosting of additional events, networking activities, etc.
- 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; and

### **E. Cost Effectiveness/Realism**

Factors under this criterion must include the following:

- The applicant should provide sufficient resources (human capital and financial) for identifying advocacy opportunities and conducting policy advocacy activities.

## **2. Review of Cost Application**

The cost application of all applicants submitting a technically acceptable application will be reviewed to determine if costs are reasonable, allocable, and allowable. If an application is recommended for award following the technical review, Palladium may at its option conduct cost negotiations.

Costs will be reviewed for cost reasonableness, allowability, allocability, adequacy of budget detail, and financial feasibility.

## **3. 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.

## **SECTION VI - AWARD ADMINISTRATION**

[Award Notices. This section must address what a successful applicant can expect to receive to receive following selection or regulations (as applicable):

- A statement identifying how the award will be administered, including the applicable standard provision and any approved deviations from the **Standard Provisions**.
- For FAA Recipients the solicitation must state that **ADS 303mat, Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations** will apply - <http://www.usaid.gov/ads/policy/300/303saj>
- FAR Part 31 – Cost Principles for For-Profit organizations used to negotiate award amounts [https://www.acquisition.gov/far/part-31#FAR\\_31\\_000](https://www.acquisition.gov/far/part-31#FAR_31_000) and terminations per 2 C.F.R. 200.201 (b)(1)) - <https://www.ecfr.gov/current/title-2/section-200.201>
- A Mandatory Reference for ADS Chapter 303: 303\_mak Fixed Amount Award Entity Eligibility. Checklist – <http://www.usaid.gov/ads/policy/300/303mak> as adapted by Palladium.
- A Mandatory Reference for ADS Chapter 303: 303\_mat Fixed Amount Awards to Non-Governmental Organizations - <http://www.usaid.gov/ads/policy/300/303saj> as adapted by Palladium
- ADS 302.3.4.13 Grants Under Contracts (GUCs) - <https://www.usaid.gov/ads/policy/300/302>
- 2 C.F.R. 200.1 Definition Fixed Amount Awards - <https://www.ecfr.gov/current/title-2/section-200.201>
- 2 C.F.R. 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts (as referenced in ADS 303.3.25.a.) - <http://www.usaid.gov/ads/policy/300/303mak>
- 2. C.F.R. 200 Subpart E – Cost Principles for non-profit and educational organizations – used to negotiate award amounts and terminations per 2 C.F.R. 200.201 (b)(1)) - <https://www.ecfr.gov/current/title-2/section-200.201>
- All Awards must comply with the standards of ADS 312.3.3 and Fertilizer Financing Guidance ADS31mad - <https://www.usaid.gov/sites/default/files/2022-12/312mad.pdf>

2. Reporting. This section must include general information about the type (e.g., financial or performance), frequency, and means of submission of award reporting requirements. The types and frequency of financial and programmatic reports consistent with the type of grant (FAA).

### **3. Branding & Marking Requirements**

Should successful applicants have the plan to publicize any document relating to this grant, they will be required to submit a Branding Strategy and a Marking Plan that complies with the approved Branding and Marking Plan for the project and must follow the mandatory standard provision entitled “MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)” (for standard cost type grants) or “MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)” (for FAAs) in preparing the Branding and Marking Plan for approval

4. A statement detailing how Palladium will ensure environmental soundness and compliance in design and implementation when required by the **22 CFR 216** determination. PROPEL Health Ghana will ensure all stipulated environmental measures and conditions in the award are implemented throughout the life of the award, and that timely amendments are undertaken, as needed, by

obtaining the relevant USAID Environmental Officer's prior approval in writing to ensure compliance with 22 CFR 216 and the applicable USAID Environmental Guidelines]

## **SECTION VII PALLADIUM CONTACTS**

1. Lauren Morris is the technical advisor for this grant: [Lauren.Morris@thepalladiumgroup.com](mailto:Lauren.Morris@thepalladiumgroup.com) and application enquiries: [abdulrashid.iddrisu@thepalladiumgroup.com](mailto:abdulrashid.iddrisu@thepalladiumgroup.com)

## **SECTION VIII: Required Representations and Certifications of Offeror**

### **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 U.S. organizations at all times and to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(1) 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.

(2) 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. 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.

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.

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

(2) "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 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, sub awardee, 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 sub awardee of the applicant/subrecipient, nor any agent of the applicant/subrecipient or of such a contractor or sub awardee, is engaged in any of the activities described in section (a) the Mandatory Provision "Trafficking in Persons."

6. Certification of Subrecipient – This will be shared with shortlisted applicants for acceptance and signature.

## 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 assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

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

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

### Part III – Participant Certification Narcotics Offenses and Drug Trafficking

*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.

ANNEX B1

**GRANT AGREEMENT  
FIXED AMOUNT SUBAWARD TO U.S. OR NON-U.S. ORGANIZATIONS  
("FAA Grant Agreement")  
UNDER USAID COOPERATIVE AGREEMENTS OR GRANTS  
PURSUANT TO 2 CFR §200.331-333**

<p><b><u>Palladium International, LLC</u></b></p> <p>1331 Pennsylvania Avenue NW, Suite 600 Washington, D.C. 20004 United States of America</p> <p>Tel: «TableStart:role_pm»«contact_phone»«TableEnd:role_pm»</p> <p>Email: «TableStart:role_pm»«contact_email»«TableEnd:role_pm»</p> <p>Attn: «TableStart:role_pm»«first_name» «last_name»«TableEnd:role_pm»</p> <p><b><u>Grantee (Subrecipient)</u></b></p> <p>«TableStart:role_delivery_agent»«client_account_name»«TableEnd:role_delivery_agent»</p> <p>«TableStart:role_delivery_agent»«address_display»«TableEnd:role_delivery_agent»</p> <p>Tel: + «key_contact_contact_phone»</p> <p>Email: «key_contact_contact_email»</p> <p>Attn: «key_contact_first_name» «key_contact_last_name»</p> <p>Unique Entity Identifier (UEI): «TableStart:role_delivery_agent»«registration_id»«TableEnd:role_delivery_agent»</p>	<p><b><u>Grant Information</u></b></p> <table border="1"> <tr> <td>Grant Number</td> <td>«external_project_id»/«project_record_id»</td> </tr> <tr> <td>Effective Date</td> <td>«start_date»</td> </tr> <tr> <td>Completion Date</td> <td>«end_date»</td> </tr> <tr> <td>Total Grant Ceiling</td> <td>\$ «approved_amount»</td> </tr> <tr> <td>Obligated Ceiling</td> <td>\$ xxxxxxxx</td> </tr> <tr> <td>Activity Listing (CFDA)</td> <td>98.001</td> </tr> <tr> <td>R&amp;D Award</td> <td>[ ] Yes [ ] No</td> </tr> </table>	Grant Number	«external_project_id»/«project_record_id»	Effective Date	«start_date»	Completion Date	«end_date»	Total Grant Ceiling	\$ «approved_amount»	Obligated Ceiling	\$ xxxxxxxx	Activity Listing (CFDA)	98.001	R&D Award	[ ] Yes [ ] No
Grant Number	«external_project_id»/«project_record_id»														
Effective Date	«start_date»														
Completion Date	«end_date»														
Total Grant Ceiling	\$ «approved_amount»														
Obligated Ceiling	\$ xxxxxxxx														
Activity Listing (CFDA)	98.001														
R&D Award	[ ] Yes [ ] No														

**Prime Agreement:** This subaward agreement (the "Grant") is funded by the U.S. Agency for International Development ("USAID") Cooperative Agreement No. «udf\_contract\_number», dated \_\_\_\_\_, 20\_\_, for «program\_name»(the "Prime Agreement").

This Grant is made and entered into as of the Effective Date between Palladium International, LLC (hereinafter called "Palladium"), a limited liability company incorporated under the laws of the State of Delaware, USA, and

«TableStart:role\_delivery\_agent»«client\_account\_name»«TableEnd:role\_delivery\_agent» “Grantee”), a [non-US or US], nongovernmental organization organized under the laws of «udf\_country\_of\_implementation». Each is individually referred to as a “Party”; collectively, the two are referred to as the “Parties”. The Grantee agrees to implement the Program entitled \_\_\_\_\_ as described in Part C and submit all reports and other deliverables according to the following:

- This Cover Page
- Part A: Specific Conditions
- Part B: General Conditions
- Part C: Program Description
- Part D: Acceptance and Payment
- Part E: USAID Standard Provisions
- Part F: Final Report Format
- Part G: Branding Strategy and Marking Plan
- Part H: Certifications, Assurances, Representations, and Other Statements of the Subrecipient

Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective Parties and have completed all formalities and other actions required by their by-laws and articles of incorporation or similar charter documents, and all applicable laws, to authorize Grant execution and performance.

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012):** By signing below, the Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any U.S. Federal department or agency.

*Please countersign both sets of original documents below acknowledging receipt and acceptance of the Grant, and then return one set to Palladium at the address above.*

<b>PALLADIUM</b>	<b>GRANTEE</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# GRANT AGREEMENT TERMS AND CONDITIONS

## PART A SPECIFIC CONDITIONS

- A.1. Purpose.** The purpose of this Grant is to provide support for the Program described in Part C to help ensure achievement of results set forth in the Prime Cooperative Agreement. Grantee shall carry out the Program in accordance with Part C, providing all labor and other inputs necessary to do so in a manner consistent with applicable Grant requirements.
- A.2. Grant Contents.** The Grant consists of the Cover Page and Parts A – G, all USAID Standard Provisions listed in Part E or referred to elsewhere in the Grant, and all relevant USAID and US Government rules and policies referred to in any of the foregoing. Each of the foregoing, whether or not expressly incorporated or reprinted in its entirety, shall be deemed to be incorporated in and to constitute an integral part of the Grant. Incorporated provisions, rules and policies shall be interpreted and applied to the Grant in accordance with Sec. B.31, “Incorporation by Reference.” Notice of all such provisions, rules and policies shall be conclusively presumed.
- A.3. Definitions.** In addition to the terms defined on the Cover Page and elsewhere in the Grant, the following terms shall have the meanings indicated below:
- ADS** is USAID’s Automated Directives System, which sets forth policies and procedures for USAID-funded activities. It is available online at <http://www.usaid.gov/who-we-are/agency-policy>.
- Applicable Cost Principles** for *non-for-profit organizations and educational institutions* are the rules in CFR Title 2, Chapter 200 (2 CFR 200), Subpart E, available online at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).
- Applicable Cost Principles** for *for-profit organizations* are the rules in CFR Title 48, Chapter 1, Subchapter E, Part 31 (FAR Part 31), available online at <https://www.acquisition.gov/far/part-31>.
- CFR** means the US Code of Federal Regulations, available online at <https://www.ecfr.gov/>.
- Cooperating Country** means any country or countries other than the US in which the Grantee implements activities funded under the Grant.
- Program** means the program described in Part C, “Program Description”.
- USAID Standard Provisions** means the Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations, available online at <https://www.usaid.gov/ads/policy/300/303mat>.
- A.4. Award Type.** This Grant is a Fixed Amount Award issued pursuant to 2 CFR 200.333 and in accordance with the Prime Cooperative Agreement between Palladium and USAID. Payment will be made to the Grantee based on achieving specific milestones in Part C of the Grant in accordance with the Payment Schedule and Supporting Documentation described in Part D of the Grant.
- A.5. Grant Term.** The Grant shall take effect, after being signed by both Parties, on the Effective Date indicated on the Cover Page and extend through the Completion Date, subject to funding and unless earlier extended by the Parties or terminated in accordance with Sec. B.25, “Termination”. The Grant Term may be extended any time, or from time to time, and for any length of time, only by amendment signed by the Parties. Except as otherwise expressly provided in the Grant or subsequently approved by Palladium, all Program activities must be completed, reports and other deliverables submitted, costs to be charged hereto incurred and expended, and Grantee duties fulfilled, by the Completion Date.
- A.6. Payment.** The Payment shall be made as described in Part D.
- A.7. Authorized Geographic Code.** For purposes of Sec. B.21, “Procurement of Goods and Services”, if applicable, the authorized geographic code is **937** (the U.S., the Cooperating Country, and “developing countries” other than “advanced developing countries”, and excluding “prohibited sources” as such terms are defined in 22 CFR 228.01).

**A.8. Authorized Representatives.** (a) The following individuals, and only they, are authorized to exercise the specified authorities under the Grant on behalf of the Party identified below:

***Palladium***

Authority	Representative (Name, Title)
Contractual Authority	Click here to enter text.
Technical Monitor	Click here to enter text.
Click here to enter text.	Click here to enter text.

***Grantee***

Authority	Representative (Name, Title)
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

(b) Either Party may designate additional or different representative(s) or authorities, or modify its authorities' representative(s), at any time, or from time to time, by written notice to the other Party.

**A.9. Notices.** Notices or requests required or permitted by the Grant must be in writing signed by the Party's authorized representative and sent to the other Party according to the contact information specified on the Cover Page of the Grant or in Sec. A.8, "Authorized Representatives" above, (1) by fax, (2) as a scanned PDF e-mail attachment, or (3) in hard copy by personal delivery, recognized express courier, or by first class registered or certified mail, postage prepaid. Notices and requests shall be effective when received in accordance with the above, or on the effective date of a notice so received, whichever is later.

**A.10. Special Provisions.**

[Insert any special provisions here. Also insert any required "specific conditions" – i.e., any conditions Palladium on its own initiative (or at USAID's direction) deems necessary to minimize risks identified by the pre-award risk assessment of the Grantee. See ADS 303.3.9 Pre-Award Risk Assessment.]

**[END OF PART A, SPECIFIC CONDITIONS]**

**PART B**  
**GENERAL CONDITIONS**

**B.1. Monitoring and Evaluation.**

- (a) Palladium shall have access to the Grantee's work site and records at all reasonable times to monitor the Grantee's performance, compliance with the terms of the Grant, and progress toward achieving Grant objectives and results. The Grantee agrees to cooperate fully with such monitoring efforts, including facilitating site visits and other appropriate and reasonable measures Palladium may take using standard, widely recognized monitoring techniques.
- (b) USAID and/or Palladium may at any time require evaluations or other assessments of the Program. The Grantee shall fully cooperate with all such evaluations and assessments, including by providing such assistance and input as the evaluator(s) may reasonably request.
- (c) The Parties acknowledge the crucial role played by data in USAID performance management, its importance in helping achieve USAID's Assistance Objectives, and the reliance USAID places on it in evidence-based decision making and fulfilling the Agency's broader policies on Collaboration, Learning, and Adapting (CLA). Consistent with these imperatives, the Grantee agrees to exert its best efforts to ensure that data generated and reported in connection with the Grant and Program activities is of high quality, i.e., meets the five main standards of validity, reliability, precision, integrity and timeliness. The Grantee accepts full responsibility for meeting these standards and will reimburse any costs that Palladium may reasonably incur as a result of failing to do so. It further agrees to comply with such detailed guidelines relating to verification and other data-related methods, procedures, and other requirements as Palladium (on its own initiative or at USAID's direction) may prescribe by written notification at any time, or from time to time, during the Grant Term. Repeated, prolonged, or unexcused failure to meet the required standards or to comply with prescribed guidelines may, in appropriate cases, be treated by Palladium as noncompliance by the Grantee pursuant to Sec. B.23, "Noncompliance."

**B.2. Records and Access to Records. [Reserved.]**

**B.3. Independent Contractor Status.** Notwithstanding normal award administration processes and the provision of guidance by authorized Palladium personnel, the relationship between the Parties in carrying out the Program shall be that of an arm's length independent contractor rather than master/servant or principal/agent. The Parties do not intend to create any kind of joint venture, partnership or similar formal business relationship or association of any kind. The Grant shall not be construed to provide for the sharing of profits or losses arising out of or relating to the efforts of either or both Parties, except as may be specifically provided herein. Grantee shall have no authority, express or implied, to purport to contract for or bind Palladium in any manner or to any extent and shall make clear to all third parties with which it deals that it has no such authority.

**B.4. Support.** Except to the extent otherwise expressly stated in this Grant or subsequently approved by Palladium, neither USAID nor Palladium will provide facilities, equipment, logistics, security, or similar support. Grantee shall implement the Program without such support.

**B.5. Personnel.**

- (a) Grantee personnel shall at all times be under Grantee's sole supervision, direction and control, and shall not be deemed Palladium personnel for any purpose. Grantee is solely responsible to pay all compensation and other amounts due or to become due to such personnel in connection with the Grant and the Program, or otherwise, and for all payments, reports and other obligations pertaining to Social Security, income tax withholding, unemployment, workers compensation, employer liability insurance, and the like, whether in the US, the Cooperating Country or elsewhere, failing which Grantee shall reimburse Palladium for defense and other costs associated with any resulting claim or liability (including fines, penalties, and reasonable attorney and expert consultant fees and costs).



- (b) Changes in principal investigator, project leader, project partner, or scope of effort must receive the prior written approval of Palladium.

**B.6. Coordination and Communications with Officials.**

- (a) Subject to paragraphs (b) and (c) of this Section and Sec. B.7 below, Grantee shall coordinate efficiently and effectively with Palladium, USAID, Cooperating Country public and private sector entities and individuals, contractors, and other Program participants and stakeholders, as necessary to implement the Program.
- (b) To ensure that clear and proper channels of communication and authority are maintained, all communications (whether oral, written or electronic) by Grantee, its personnel and any consultants concerning any aspect of the Grant and the Program shall be made solely to Palladium and not directly to USAID or other US or Cooperating Country officials, except for communications that are necessary to perform this Grant, communications described in paragraph (c) below, and communications that are otherwise approved by Palladium. Except for communications described in paragraph (c) below, Grantee shall transmit permitted or approved direct communications with USAID, or other US or Cooperating Country officials, simultaneously to Palladium or provide Palladium with an accurate summary of each communication as soon afterwards as possible for Palladium's reference. Failure to comply fully with the requirements of this provision may be deemed by Palladium to constitute a material breach of the Grant.
- (c) Notwithstanding paragraph (b), nothing in this Grant shall prohibit or restrict the Grantee or its personnel from (1) lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a US Federal department or agency authorized to receive such information; (2) making any disclosures that are required by the terms and conditions of this Agreement; (3) making whistleblower disclosures protected by applicable law (including 41 USC § 4712); (4) fully cooperating with US government investigations, audits or reviews; and/or (5) making any other disclosures or communications that are required or protected by applicable US laws, Executive Orders, regulations or legally binding US Federal agency policies. Such communications are strongly encouraged by Palladium.

**B.7. Approvals.** This Sec. B.7 governs all requests for approvals required or permitted by the Grant. Grantee shall direct all approval requests to Palladium. Requests shall be made in writing, sufficiently in advance of the desired action to permit due consideration, consultation and approval, disapproval or other disposition before such action is needed. If the Grantee is unable to meet this timeframe, Palladium may in its absolute discretion approve the request prospectively or retroactively but is not required to do so. Actions taken by Grantee without prior approval are at its own risk and expense. Requests may not be directed to USAID without Palladium's consent, which may be withheld if deemed inappropriate, harmful to the Program, or without adequate basis in the Prime Cooperative Agreement. If Palladium receives a request and elects to forward it to USAID, Palladium will take reasonable steps to facilitate it. Grantee expressly, completely, and irrevocably waives and releases Palladium from any and all costs, risks, delays, damages and other liability resulting directly or indirectly from USAID delays in providing approvals, refusals, and all other USAID acts or omissions that may affect Grantee. Approval documentation must be preserved and made available as part of Grantee's records.

**B.8. Ethics and Mandatory Reporting.**

- (a) **Conflicts of Interest.** The Grantee must have written policies and procedures to prohibit personnel from using their positions to engage in transactions (or otherwise) for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee warrants that it (including its parent, subsidiary and affiliate organizations, as well as its directors or trustees (as applicable), officers, employees, other personnel, agents, subrecipients and contractors) does not have an actual, potential or apparent conflict of interest that has not been fully disclosed to Palladium in writing with all relevant information. Conflicts discovered after award shall immediately be fully disclosed by Grantee to Palladium, along with actions the Grantee has taken or proposes to take to avoid, mitigate or

neutralize the conflict(s) to the maximum extent practicable. Palladium may then take such action(s) as it deems appropriate, in its sole discretion, including terminating the Grant.

- (b) **Other Ethics and Integrity Matters.** Grantee shall ensure that Grantee and its directors, officers, employees, other personnel, agents, subrecipients and contractors at all times during the Grant Term avoid corrupt, fraudulent, or otherwise improper or unseemly practices and, to the maximum extent practicable, avoid even the appearance of or potential for any such practices. Grantee further certifies and agrees that in carrying out its Grant activities, Grantee and its directors, officers, employees, other personnel, agents, subrecipients and contractors have not and will not (1) offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of any government; (2) engage in fraudulent practices such as misrepresenting facts or misleading statements to influence a financial, procurement or other action, Grant execution or administration, accounting reports or financial statements; or (3) engage in any other conduct which, if committed by a US person, would violate the US Foreign Corrupt Practices Act of 1977 (15 USC. §§ 78dd-1, et seq.), the False Claims Act (31 USC. §§ 3729-3733) or any other similar laws or regulations prohibiting bribery, fraud, and other corrupt practices.
- (c) **Mandatory Disclosures.** In addition to the disclosures required by (1) USAID Standard Provision "Mandatory Disclosures"; (2) Sec. B.13, "Trafficking in Persons"; and (3) any other provision(s) of the Grant, Grantee shall immediately notify Palladium in writing (with subsequent updates at reasonable intervals (and at Palladium's request at any time, or from time to time) as facts are discovered and remedial actions proceed) whenever Grantee has credible evidence that a principal, employee, agent, consultant, subrecipient or contractor of Grantee (1) violated US Federal law or Cooperating Country law involving fraud, conflict of interest, bribery, gratuity, or the civil False Claims Act (31 USC. §§ 3729-3733); or (2) engaged in any other irregularities or misconduct potentially affecting the Grant, including conduct proscribed by Sec. B.10(a) and (b). Notice shall include a description of the relevant facts and proposed corrective actions. Failure to promptly, accurately and fully report such matters; to respond aggressively and appropriately; or to comply with reasonable instructions from Palladium or USAID may be treated as a material breach of the Grant.
- (d) **Further Disclosure by Palladium.** Grantee acknowledges that Palladium may, in its absolute discretion, disclose to USAID or other US Government agencies or officials all or part of matters notified (or matters of similar import, whether or not reported by Grantee under this Section). Grantee hereby authorizes such disclosures and expressly, completely and irrevocably waives and releases Palladium from any claims or other liability that may arise out of or result from theme.

**B.9. Whistleblower Protections.** Grantee shall comply with USAID Standard Provision, "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections." This includes informing its employees working under this Grant, in the predominant native language of the workforce, that they have the whistleblower rights and protections specified in the Standard Provision and 41 US Code § 4712.

**B.10. Compliance with Law (General).**

- (a) The Grantee must fully comply with all applicable US and Cooperating Country laws, including statutes, executive orders, regulations and other mandatory directives, policies and instructions with binding legal effect. Grantee must also obtain in a timely and effective manner and maintain throughout the Grant Term all US and Cooperating Country licenses, permits, and other approvals (including approvals pursuant to export control, foreign assets control, sanctions, anti-terrorism, money laundering, foreign policy, and other similar or related rules) necessary to implement the Program.

- (b) Notwithstanding the foregoing, Grantee is solely responsible, for all costs, risks, damages and other liability incurred by it as a result of its failure to comply with applicable law. If during implementation Grantee encounters compliance-related costs of an unusual or potentially controversial nature or amount that could not have been reasonably anticipated during negotiation of the Grant, Grantee shall notify Palladium in writing and engage in such consultations with Palladium and/or USAID as Palladium may request.

- B.11. Preventing Terrorist Financing.** The Grantee must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including individuals or entities on the Specially Designated Nationals and Blocked Persons List (the “SDN List”) maintained by the US Treasury Department’s Office of Foreign Assets Control (online at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security Council consolidated list (online at: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).
- B.12. Other US Sanctions and Export Controls.** No funds, goods or services provided to or acquired by the Grantee under this Grant shall be used directly or indirectly to engage in transactions that a US person would be prohibited from engaging in under (1) US economic and trade sanctions, including those administered by the US Treasury Department’s Office of Foreign Assets Control and/or (2) US export restrictions, including the US Commerce Department Bureau of Industry and Security’s Export Administration Regulations. Without limiting the generality of the foregoing, the Grantee shall not engage in, support, or otherwise facilitate any transaction in which any individual or entity appearing on the SDN List (as defined in Sec. B.11) has a direct or indirect interest of any nature whatsoever.
- B.13. Trafficking in Persons.** USAID Standard Provision “Trafficking in Persons,” applies to this Grant.
- B.14. Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect.** The Grantee must have and implement a set of publicly available standards, policies, or procedures to prevent, detect, address, and respond to allegations of exploration, sexual abuse, child abuse, and child neglect set forth in USAID Standard Provision “Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect.” If the subaward exceeds \$500,000, the sub-recipient must develop, implement, and maintain a compliance plan, a copy of which must be provided to Palladium upon request. In order to comply with the notification requirements in paragraph (d) of the provision, the sub-recipient must immediately inform the Palladium representative whenever the sub-recipient receives credible information from any source that alleges any of the listed parties have engaged in prohibited activities. The sub-recipient must insert the terms of the standard provision, including paragraph (f) in all lower-tier subawards.
- B.15. Prohibition of Assistance to Drug Traffickers.** If Palladium notifies the Grantee of its determination, after consulting with USAID as necessary, that the restrictions in ADS 206, “Prohibition of Assistance to Drug Traffickers” apply to the Grant, Grantee agrees (1) to execute and deliver to Palladium any “key individual” or “covered participant” certifications that may be required and (2) to take all other necessary compliance actions. Refusal or failure to comply with any of the foregoing requirements may be deemed noncompliance.
- B.16. Lobbying and Political Activity.** In addition to complying with the lobbying certification in Sec. G.2, the Grantee shall not (unless and only to the extent expressly authorized in the Program Description or subsequently approved by Palladium) use any Grant or Program Income funds to carry on propaganda or otherwise attempt to influence legislation, participate or intervene in a political campaign on behalf of or in opposition to any candidate for public office, cause any private inurement or improper benefit to occur, or take any other action inconsistent with US Internal Revenue Code Sec. 501(c)(3).
- B.17. Taxes.**
- (a) **General.** Grantee is solely liable for all taxes (including occupation, property, use, franchise, income, and value-added taxes), import duties, and other official exactions of whatever nature, whether levied in the US, the Cooperating Country, or elsewhere, arising out of or relating to Grantee, the Program, or any payments made to or received by the Grantee pursuant to, or otherwise in connection with, making or performance of the Grant. All reasonable efforts shall be

Prime Agreement Number: «udf\_contract\_number»

Grant Number: «external\_project\_id»/«project\_record\_id»

Grantee Name: «TableStart:role\_delivery\_agent»«client\_account\_name»«TableEnd:role\_delivery\_agent»

made to obtain any exemptions or refunds from Cooperating Country taxes that may be available to Grantee directly or based on exemptions or refund rights afforded to at the request of the US Government, including complying with any instructions issued by Palladium from time to time regarding procedures to invoke exemptions and/or refund rights afforded to US Government-funded contractors and recipients. Any charges to the Grant for taxes must be included in the approved price of milestones and comply with pertinent Grant requirements including the Applicable Cost Principles. If, despite the foregoing, it becomes necessary for Palladium to pay any taxes within the scope of this Section, Grantee shall immediately reimburse such payments (as well as any reasonable associated attorney and expert fees and other costs) upon request and presentation of documentation thereof, whether or not suit is filed to collect the taxes.

- (b) **Reporting Host Government Taxes.** Grantee must annually report host government taxes in accordance with USAID Standard Provision, "Reporting Host Government Taxes", if procurement of commodities under this Grants exceeds \$500 **and** such procurement is listed as milestone, except that reports shall be made by April 10 of each year, and to Palladium instead of USAID. Reports are required even if Grantee did not pay any taxes or receive any reimbursements during the reporting period.

**B.18. Intellectual Property.**

- (a) Grantee shall retain the rights, title and interest in Intellectual Work and other Data first acquired or produced under this Grant; provided, however, that the Grantee hereby irrevocably grants to Palladium and USAID each a royalty-free, worldwide, nonexclusive, and irrevocable right and license to use, disclose, reproduce, prepare derivative works based upon, distribute copies to the public of, perform publicly, and display publicly, any such Intellectual Work and/or Data, in any manner and for any purpose, and to have or permit others to do so.
- (b) Patentable processes or inventions conceived or first actually reduced to practice by Grantee in performance of work under this Grant shall be governed by, and Grantee shall comply with, USAID Standard Provision RAA8, "Patents Rights", which shall be interpreted and applied without regard to the adaptations described in paragraphs (3) and (5) of Sec. B.31 (a).
- (c) In addition to the foregoing, Grantee hereby affirms that it will promptly provide Palladium and USAID, upon request or as otherwise required in this Grant, with all Intellectual Work and other Data, and all rights, necessary to fulfill Palladium's obligations to USAID under the Prime Cooperative Agreement.
- (d) Grantee is solely responsible for ensuring (and by signing the Grant, represents, warrants and covenants) that Grantee's deliverables and other work products including Intellectual Work and Data will not infringe any copyright, patent, trade secret, contract, or other intellectual property, proprietary or personal rights of any person or entity, and will be free of any liens, encumbrances or other claims. In the event that the representation, warranty, and covenant is challenged and/or proves incorrect, the Grantee shall reimburse any reasonable defense or other costs that may be incurred by Palladium upon request.
- (e) Except as required in this Grant, or as otherwise directed, requested or approved by USAID, neither Party shall use the other's name, logo or marks in any form of publicity (or imply endorsement) without the other Party's prior written consent. Grantee's use of Palladium's name, logo or marks with consent shall be deemed an acknowledgement of Palladium's rights therein.
- (f) For purposes of Secs. B.18 - B.20, and B.31(a)(8), without limitation, the terms "Intellectual Work" and "Data" shall have the same meanings as in USAID Standard Provision, "Submissions to the Development Experience Clearinghouse and Data Rights".

**B.19. Publications, Information/Media Products, and Marking/Branding.** Publications and other information or media products (including any book, article, report, media interview, press release, public notice, lecture, public appearance, web page or blog posting) regarding the Grant or the Program must, except as otherwise approved, (1) be approved by Palladium prior to publication, (2) contain an acknowledgment of Palladium and USAID's role (with a disclaimer), and (3) be included in the milestone(s) amount. Palladium will provide Grantee with the text of the required acknowledgment and disclaimer. Grantee shall give Palladium at least two copies of each approved publication or other information/media product promptly upon publication. In addition, the Grantee must comply with USAID Standard Provision "Marking and Public Communications Under USAID-Funded Assistance".

**B.20. Assignment, Contracts, and Subawards.**

Grantee may not assign, transfer, contract, or further subaward in whole or in part, any of its rights or the performance of its duties under the Grant, any monies due or to become due hereunder, or any claim hereunder or relating hereto without Palladium's approval, which may be withheld in its sole discretion. Approval is not required for contracts of \$1,000 or less for the purchase of supplies, materials, equipment, or general support services. Any assignment, transfer, contract or subaward entered into in violation of this Section shall be null and void vis-a-vis Palladium, and no resulting costs may be charged to the Grant.

**B.21. Procurement of Goods and Services.**

- (a) Recipients must not procure real property under a Fixed Amount Award. Real property means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment. Personal property is any tangible or intangible property other than real property.
- (b) Depending on the activities funded and milestones established by the Fixed Amount Award, a recipient may procure equipment or personal property in order to accomplish a milestone. ***The distinction between whether purchase of the equipment or personal property is a milestone or is one possible means by which the recipient may accomplish a milestone is important for certain aspects of the award. Unless a milestone is itself the purchase of the equipment or personal property, milestones must not list equipment or personal property a recipient may potentially purchase to accomplish the milestone, but the costs of such equipment or personal property may be included in the budget from which milestone payment amounts are estimated and negotiated.*** Regardless of whether the equipment or personal property is listed in or as a milestone, the title to the equipment or personal property vests in the recipient upon acquisition with the condition that the recipient must use the equipment or personal property for the grant as long as it is needed for such. To the maximum extent practicable, Grantee shall use its currently owned hardware, software and other standard equipment and supplies to implement Program activities rather than undertake new procurement.
- (c) If purchase of equipment or personal property is listed as a milestone, the procurement must comply with relevant requirements in the following USAID Standard Provisions: (1) "USAID Eligibility Rules for Procurement of Commodities and Services". See Part E.
- (d) Except as otherwise approved by Palladium on a case-by-case basis, for milestone procurements all goods and services purchased using Grant funds must be from countries included in the authorized geographic code specified in Sec. A.7. Without limiting the generality of the foregoing, under no circumstances may suppliers, goods or services be from any countries that are "prohibited sources" (as defined in 22 CFR § 228.01) or any countries with which transactions are otherwise prohibited by applicable US economic or trade sanctions. (See Sec. B.12, "Other US Sanctions and Export Controls".)

**B.22. Conditions Interfering with Performance.** The Grantee shall notify Palladium in writing within ten (10) days of the date it learns, or in the exercise of reasonable care should have learned, of the occurrence and potential effects of any conditions that interfere with or which it is reasonable to believe may interfere with successful and timely Grant performance, including problems not previously foreseen, actual or threatened

Prime Agreement Number: <udf\_contract\_number>

Grant Number: <external\_project\_id>/<project\_record\_id>

Grantee Name: <TableStart:role\_delivery\_agent><<client\_account\_name>><TableEnd:role\_delivery\_agent>



Grantee insolvency or bankruptcy, or other default or problem. The notice shall identify the condition(s), projected impact on planned Program implementation and accomplishment of results, and the steps Grantee proposes to take to try to correct or mitigate the condition(s).

**B.23. Noncompliance.** If the Grantee fails to comply with any Grant requirement, Palladium may take any one or more of the remedial measures stated in 2 CFR § 200.339, “Remedies for noncompliance”, in addition and without prejudice to other remedies available at law, in equity, or by contract, that it deems appropriate in its reasonable discretion. When practicable, written notice (including a statement of the requirement(s) involved) and opportunity to correct the noncompliance will be provided before action is taken. If it disagrees with Palladium’s handling of the apparent noncompliance, Grantee may proceed in accordance with Sec. B.28, “Disputes”.

**B.24. Suspension.** Palladium may suspend the Grant, in whole or in part, at any time or from time to time, for any of the following reasons: (1) noncompliance by Grantee with Grant requirements; (2) receipt of a suspension directive from USAID; or (3) Palladium’s written determination (a copy of which will be provided to Grantee) that such action is in the Program’s best interest. Suspension shall be effected by a written notice stating the basis, effective date, and duration of the action, unallowability of costs incurred during the suspension period (with any exceptions thereto), and any other terms and conditions deemed appropriate. Regardless of the duration specified in the notice, Palladium may terminate the Grant if a suspension continues for thirty (30) days or more.

**B.25. Termination.** Either Party may terminate the Grant in whole or in part at any time or from time to time with at least thirty (30) days’ notice prior to termination. For avoidance of doubt, termination by either Party may be for any reason, including the terminating Party’s convenience, a direction by USAID to suspend or terminate all or part of the Grant, or a decision by USAID to terminate or withhold funding for all or part of the Prime Cooperative Agreement. In the event of partial termination, Grantee shall continue to perform the unterminated portion of Program activities. Upon termination, Palladium will notify Grantee of procedures and standards for phasedown and final financial report submission. Any reimbursement of Grantee’s termination costs shall be subject to Palladium’s approval, the Applicable Cost Principles, the Obligated Ceiling, Completed Milestones and Palladium’s receipt of funds from USAID for the purpose.

**B.26. Closeout.** To facilitate timely closeout of the Grant and Prime Cooperative Agreement, Grantee shall perform all of its Grant obligations in a timely manner, within the Grant Term, and take all necessary and appropriate steps to assist Palladium in the closeout process. Closeout shall, in addition to such other steps as Palladium may reasonably request, include the following Grantee acts: submit final completion report, execute an acceptable release discharging Palladium from any liabilities, obligations and claims arising under or relating to the Grant; and receive final payment (if any) due.

**B.27. Governing Law.** The Grant, its making and performance, and all claims arising out of or relating to it (whether based on contract, tort or otherwise), shall be governed by and interpreted in accordance with the following order of precedence: (1) the provisions of the Grant, and (2) the laws in effect in the District of Columbia, USA (without giving effect to any conflict of law principles or provisions that would require the laws of another jurisdiction to apply); provided, however, that any issue pertaining to USAID Standard Provisions, USAID policies, and/or US Executive Orders, statutes or regulations shall be governed by and interpreted in accordance with substantive US Federal law rather than state law.

**B.28. Disputes.**

- (a) Subject to paragraph (d) of this provision, all disputes, controversies, or claims arising out of or relating to the Grant (the foregoing collectively called “Disputes”) shall be subject to good faith discussions between the Parties to seek an amicable, informal resolution.
- (b) If a resolution is not reached within thirty (30) days, either Party may notify the other in writing that a Dispute exists. If there is no resolution within another thirty (30) days, either Party may file suit in a State or Federal court located in District of Columbia, USA. Failure by Grantee to file such a claim within one-hundred-and-twenty (120) days of the final date referred to in the preceding sentence (or, with respect to particular types of claims, such shorter period as may be

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specified in any other Grant provision) shall constitute an irrevocable waiver thereof. An award by a court in accordance with this Section shall be final and binding on both Parties. The foregoing shall constitute the sole and exclusive procedure for the resolution of Disputes. By executing this Grant, Grantee expressly and irrevocably (1) agrees and submits to the exclusive jurisdiction of State and Federal courts located in the State of Delaware over Disputes and waives, to the fullest extent permitted by applicable law, (2) any right to invoke the jurisdiction of the courts in the Cooperating Country or any third country, any objection hereto based on lack of jurisdiction, improper venue, inconvenient forum, or any other ground, any right to trial by jury. Judgment may be entered in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of the award and order for enforcement, neither of which shall be subject to contestation by Grantee.

- (c) Regardless of existence or pendency of a Dispute, unless otherwise approved or directed by Palladium, Grantee shall continue to perform its Grant obligations unless the Grant is terminated in full.
- (d) Notwithstanding the foregoing, or any other Grant provision, any act by a cognizant USAID or other U.S. Government official purporting to act with authority that binds Palladium shall also bind Grantee to the extent that it relates to or affects the Grant.

**B.29. Limitations on Liability.** Notwithstanding any other provision(s) of the Grant:

- (a) If a claim for damages or right to any other form of relief (whether based on contract, tort, or otherwise) should arise in connection with this Grant, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience to such Party. In no event shall any such claim or relief include or permit the recovery of consequential, incidental, indirect, special, punitive or exemplary damages.
- (b) In no event shall the maximum aggregate liability of Palladium to Grantee, and to all other individuals and entities claiming for or through Grantee, arising out of or relating to the Grant (whether based on contract, tort or otherwise) exceed the lower of: (1) the Obligated Ceiling specified on the Cover Page; or (2) the total amount of funds paid by USAID to Palladium for purposes of this Grant.
- (c) Neither USAID nor Palladium shall be liable for any third-party claims for damages arising out of or relating to the Grant.

**B.30. Indemnity.**

- (a) In addition and without prejudice to any other Grant provision(s) requiring the Grantee to reimburse costs incurred by Palladium in specific circumstances, Grantee shall indemnify and hold Palladium (including its directors, officers, agents, employees, and other representatives) harmless from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind (including costs and fees of attorneys and expert consultants) (the foregoing collectively called "claims") arising out of, incidental to, or in any way resulting from Grantee's acts or omissions, whether negligent or otherwise (including its directors, officers, agents, employees, and other representatives, as well as any contractors and subrecipients) implementing the Program. This indemnity does not extend to claims or losses caused by Palladium's sole negligence or willful misconduct.
- (b) Without limiting the generality of the foregoing, Grantee shall reimburse Palladium for any costs, risks, delays, losses, damages or other liabilities incurred by Palladium as a result of any failure by Grantee to comply fully and in a timely manner with any of the terms and conditions of this Grant, including any failure to comply with any of the requirements described in Grant provisions pertaining to ethics and integrity, compliance with law, and securing licenses, permits and other approvals.

**B.31. Incorporation by Reference.**

- (a) Except where the context clearly requires or indicates otherwise, USAID Standard Provisions, ADS requirements, and other USAID and US Government rules and policies that are included in this Grant and/or incorporated by reference shall be interpreted and applied to this Grant and to the Grantee with their terminology adapted as follows:
- (1) “grantee”, “recipient” and “non-Federal entity” as well as “applicant” when relevant, mean the Grantee identified on the Cover Page.
  - (2) “grant”, “award” and “Federal award” mean this Grant.
  - (3) “USAID”, “Mission”, “Government”, “Agreement Officer”, “Agreement Officer’s Representative” (or “AOR”), and “pass-through entity” mean Palladium.
  - (4) “Program Description” means Part C of the Grant.
  - (5) All references to approvals, authorizations, decisions, instructions, determinations, and notices by any person other than the “grantee”, “recipient” or “non-Federal entity” shall be deemed to mean approvals etc. by Palladium. Unless (and only to the extent) otherwise stated elsewhere in the Grant or approved or directed by Palladium in writing on a case-by-case basis, Grantee shall direct all requests for approvals required by the Grant, including those required from USAID, solely to Palladium.
  - (6) All references to USAID, US Government or Federal funds, or appropriated funds, shall be deemed to mean the Grant funds.
  - (7) The award “Schedule”, as used in USAID Standard Provisions, includes all provisions of this Grant.
  - (8) All Intellectual Work, Datasets, and other documents, materials, and information governed by USAID Standard Provisions shall, unless otherwise approved by Palladium on a case-by-case basis, be submitted to Palladium rather than USAID.
- (b) USAID Standard and Required as Applicable Provisions for Fixed Amount Awards, ADS provisions, and other USAID and US Government rules and policies shall be interpreted and applied in accordance with any modifications and supplemental provisions stated in Part E or elsewhere in the Grant.
- (c) Except to the extent otherwise specifically stated elsewhere in the Grant or later approved by Palladium on a case by case basis, all provisions, rules and policies incorporated by reference shall be as in force on the Effective Date; however, Grantee shall be automatically bound by any modifications to such provisions, rules and policies if and to the extent imposed on Palladium under the Prime Cooperative Agreement.

**B.32. Miscellaneous.**

- (a) **Entire agreement.** This Grant is the entire agreement between Palladium and Grantee pertaining to the subject matter hereof. It supersedes all prior proposals, documents, agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall bind Palladium.
- (b) **Amendments.** Except as (and only to the extent) otherwise provided in any provision(s) expressly giving Palladium a right to issue unilateral instructions, directives, or other amendments, the Grant may only be modified by a written agreement signed by both Parties. Without limiting the generality of the foregoing, a formal amendment is required to change the milestones, scope or the objectives of the Program or to revise the Total Grant Ceiling, the Obligated Ceiling, or the Completion Date.
- (c) **Waiver.** No waiver or amendment of any Grant provision or right shall be deemed to have occurred unless it is effected in a writing, specifically designated as such. Such waiver or amendment shall be strictly limited to its terms, and shall not be deemed to waive, modify, change, amend, condition or otherwise affect any other provision(s) or the future exercise of the pertinent right.



- (d) **Survival of obligations.** Grant provisions that by their nature are not limited to the Grant Term shall survive the Grant's expiration or earlier termination and shall continue in full force and effect.
- (e) **Headings and terminology.** Grant headings are inserted solely to facilitate convenient reference, and shall not be deemed to define, limit or describe the Grant's scope or the meaning of any provision(s) herein. Except where the context clearly requires a different result, singular and plural words, and any words with an implication of gender, are interchangeable. "Day" means a consecutive calendar day, unless otherwise expressly stated. "Including" means "including but not limited to" (i.e., without limitation). "N/A" means "Not Applicable." "Personnel" includes both employees and individual independent contractors.
- (f) **Resolving inconsistencies among provisions.** The provisions of the Grant shall be read together and applied in a manner consistent with the purpose stated in Sec. A.1 above to the maximum practicable extent. In the event of ambiguity of or apparent conflict or inconsistency between or among such provisions, Grantee shall have an affirmative duty to notify Palladium and obtain guidance before interpreting them. If it fails to do so, Grantee shall be bound by the interpretation deemed by Palladium, in its sole discretion, to be appropriate.
- (g) **Severability.** If any Grant provision(s) is/are determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and shall be construed to implement the intent of the Parties to the maximum extent practicable, as if the Grant had been executed with the invalid or unenforceable provision(s) eliminated.
- (h) **Third parties not to benefit.** Grant provisions are for the benefit of the Parties hereto and are not intended to create any rights in or on behalf of, or responsibilities of the Parties to, any other person, entity or third party, unless otherwise expressly stated.
- (i) **Rights and remedies cumulative.** The rights and remedies set forth in this Grant are not exclusive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law, in equity, by statute, or otherwise.
- (j) **Successors and assigns.** This Grant is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.
- (k) **Language.** The governing language of the Grant is English. All notices, reports and other deliverables, and communications in connection with the Grant shall be in English.
- (l) **Measurement.** All measurements required or authorized pursuant to the Grant shall be in metric system units of measurement, unless otherwise authorized by Palladium.
- (m) **Mutuality.** The Parties expressly acknowledge and agree that they have carefully reviewed the Grant, in consultation with legal counsel as desired. The Grant shall therefore be deemed to have been jointly prepared and drafted, and (except and only to the extent otherwise stated elsewhere in the Grant) its provisions shall not be subject to a presumption or blanket rule of construction or interpretation either in favor of or against either Party.
- (n) **Notice of certain changes.** Grantee shall inform Palladium promptly in writing of any changes in its name, legal status, address, telephone, fax, email information, or officers.

[END OF PART B, GENERAL CONDITIONS]

**PART C  
PROGRAM DESCRIPTION**

In furtherance of achieving the purpose, objectives and results designated in the Prime Cooperative Agreement, Grantee agrees to implement under this Grant the activities described below.

**C.1. Statement of Purpose**

Click here to enter text.

**C.2. Background**

Click here to enter text.

**C.3. Goals and Objectives**

Click here to enter text.

**C.4. Milestones**

Click here to enter text.

All amounts are in US Dollars					
Milestone #	Name of Milestone	Description of Milestone	Required Documentation	Due Date	Amount (\$)
«TableStart:task» «external_task_id»	«task_name»	«task_description»		«contracted_due_date»	«contracted_amount» «TableEnd:task»

**C.5 Monitoring and Evaluation**

[Insert any additional specific requirements beyond those stated in Sec. B.1, "Monitoring and Evaluation" (e.g., details regarding site visits; data planning, collection, quality, and reporting, etc.)]

**[END OF PART C, PROGRAM DESCRIPTION]**

**PART D**  
**ACCEPTANCE AND PAYMENT**

**D.1 Acceptance and Payment Terms**

Milestone acceptance must be provided by [insert Palladium Representative who will approve acceptance] in order to release payment.

For the avoidance of any doubt, it is confirmed that no milestone payments will be disbursed until all requirements relating to such milestone (including completion of reporting, appropriate documentation, etc.) have been completed in accordance with the terms of this Grant.

Palladium will not authorize payment unless the Grantee has:

1. Signed and returned a copy of this Grant to the Palladium Representative;
2. Provided appropriate banking information; and
3. Complied with all the terms and conditions of this Grant including the reporting requirements.

All Grant amounts are in the Grant Currency. On Grantee's request, actual payment may be in the Payment Currency that is different from the Grant Currency, in which case the Grantee bears the risk of any foreign exchange losses.

Payment will be made to Grantee within thirty (30) days of receipt and acceptance of a milestone.

**[END OF PART D, ACCEPTANCE AND PAYMENT]**

**PART E**  
**USAID STANDARD PROVISIONS**

**E.1. Introduction.** The Prime Cooperative Agreement requires Palladium to apply USAID’s Standard Provisions for Fixed Amount Awards for *Nongovernmental Organizations* (the “USAID Standard Provisions”) to the Grant.

The USAID Standard Provisions listed in the tables in Secs. E.2 and E.3 below are incorporated in this Grant with the same force and effect as if their text is reprinted in full, modified and/or supplemented as indicated in the far-right column below and as described in Parts. A and B. See Sec. B.31, “Incorporation by Reference”, which describes how terminology used in the Standard Provisions shall be adapted to apply to the Grant and Grantee. The “Sections” cited below refer to Sections of this Grant.

Provisions that are marked “N/A” (if any) below are not applicable to this Grant and should be disregarded by Grantee. A blank right-hand column indicates that a Provision is to be applied as written. All other provisions are applicable and shall be interpreted and applied as described in the preceding paragraph. Citations in the right-hand column are not intended to be exclusive.

The USAID Standard Provisions are available in full text on USAID’s website at <https://www.usaid.gov/ads/policy/300/303mat> or from Palladium upon request.

**E.2. Mandatory Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations**

No.	Title (Version Date)	Modification/Supplementation
M1	SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)	
M2	MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (July 2015)	
M3	DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)	
M4	DEBARMENT AND SUSPENSION (JUNE 2012)	
M5	PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)	
M6	TRAFFICKING IN PERSONS (APRIL 2016)	
M7	VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)	
M8	EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)	
M9	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)	
M10	ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)	

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M11	SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)	
M12	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)	
M13	SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)	Supplement by B.14
M14	MANDATORY DISCLOSURES (JUNE 2023)	
M15	NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)	
M16	CONFLICT OF INTEREST (AUGUST 2018)	
M17	EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)	
M18	OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)	
M19	LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)	

**E.3. Required as Applicable Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations**

No.	Title (Version Date)	Modification/Supplementation
RAA1	FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)	If advanced payments are authorized – modify the payment terms in Sec. D.1 as appropriate.
RAA2	UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (DECEMBER 2022)	
RAA3	REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2022)	
RAA4	USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)	
RAA5	FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)	
RAA6	OCEAN SHIPMENT OF GOODS (JUNE 2012)	
RAA7	REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)	The Grantee reports as prescribed in Sec. B.17. (b)
RAA8	PATENT RIGHTS (DECEMBER 2022)	
RAA9	[Reserved]	
RAA10	INVESTMENT PROMOTION (DECEMBER 2022)	
RAA11	PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)	

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RAA12	STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)	
RAA13	ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)	
RAA14	PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)	
RAA15	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	
RAA16	CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)	
RAA17	CONDOMS (ASSISTANCE) (SEPTEMBER 2014)	
RAA18	PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)	
RAA19	METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)	
RAA20	ACCESS TO USAID FACILITIES AND USAID's INFORMATION SYSTEMS (AUGUST 2013)	
RAA21	LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)	
RAA22	AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (DECEMBER 2022)	
RAA23	[Reserved]	
RAA24	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DECEMBER 2022)	Prior Palladium's approval must be obtained to use award funds for covered equipment and services pursuant to the waiver granted to USAID under Section 889(d)(2).
RAA25	NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)	

**[END OF PART E, USAID STANDARD PROVISIONS]**

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**PART F**  
**FINAL REPORT FORMAT**

[Insert desired format. Include the requirement to report Program Income unless not relevant for the grant. We also recommend including the certification required by Subpart E of 2 CFR § 200.415, "Required certifications" (with any additions or other modifications Palladium deems appropriate):

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Palladium might wish to insert the following language (or similar) at the end of the first sentence: ". . . that, as of the date of submission, all applicable Grant requirements have been met and payment of the sum claimed is due and proper under the Grant and applicable law; all representations and certifications previously made or provided by Grantee remain valid; appropriate refund will be made to Palladium in the event of material noncompliance with Grant requirements and/or disallowance by USAID; and such detailed supporting information as Palladium or USAID may reasonably require will be furnished promptly upon request."]

**[END OF PART F, FINAL REPORT FORMAT]**

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**PART G**  
**BRANDING STRATEGY AND MARKING PLAN**

- G.1.** Implementation of the Program must comply with USAID rules, policies and requirements concerning branding and marking of programs, projects, activities, public communications and commodities, including the Branding Strategy and Marking Plan included in Palladium’s Prime Cooperative Agreement (to the extent applicable to the Grant) and any supplementary instructions and guidance issued by Palladium from time to time. As a condition of receipt of this Grant, 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 Grantee chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking with the USAID Identity.
- G.2.** The Grantee will develop its own Branding Strategy and Marking Plan (BS/MP) to reflect specific Grant activities and deliverables, and submit it to Palladium for approval prior to implementation. The Grantee’s BS/MP must derive from and be consistent with the BS/MP included in the Prime Cooperative Agreement.
- G.3.** Prior approval by Palladium of the following Grantee-produced items is required: *[insert list or more generic, all-encompassing description – for example, “All public communications relating to or resulting from the Grant Program, including but not limited to event materials, press releases, news articles, social media posts, or other public reports which mention the project by name].* To permit adequate review, as well as consultation with USAID when necessary, Grantee shall notify Palladium in writing in accordance with the following guidelines: *[insert pertinent guidelines, coordinated with the 1<sup>st</sup> sentence, e.g. “(1) Events – basic information at least 30 days beforehand, and a copy of all materials which mention the prime project name or the Grant Program at least 2 weeks beforehand in English (and local language?) of the proposed invitation, banner or poster, and attendance list at least 2 weeks beforehand”; “(2) Press releases, articles, social media posts, reports, advisories or similar issuances – at least 10 days before proposed dissemination”; etc.]*
- G.4.** Whether or not prior approval is required, Grantee agrees to provide two copies of all public communications in connection with the Program to Palladium promptly upon issuance.
- G.5.** Exceptions, waivers, deviations or appeals must be requested from/approved by Palladium who may need to secure prior approvals from USAID).

**[END OF PART G, BRANDING STRATEGY AND MARKING PLAN]**



**PART H**  
**CERTIFICATIONS, ASSURANCES, REPRESENTATIONS, AND OTHER STATEMENTS OF THE SUBRECIPIENT**

The following certifications and assurances are provided by Grantee in consideration of Palladium Grant No. Click here to enter text.], dated [Click here to enter a date.], and form an integral part of the Agreement:

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

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

1. 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:
  - a) 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;
  - b) 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;
  - c) 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;
  - d) 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
  - e) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
2. 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.

**H.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

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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.

### **H.3. 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."

### **H.4. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**

Prime Recipient reserves the right to terminate this subaward, to demand a refund or take other appropriate measures if the Subrecipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals (see H.8 below) or Covered Participants.

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

### **H.5. 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

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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.

#### **H.6. 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 Agreement Officer 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."

#### **H.7. 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

Prime Agreement Number: «udf\_contract\_number»

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(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 subawards extended after the date hereof to the Subrecipient by the Prime Recipient. The Subrecipient recognizes and agrees that such subawards will be extended in reliance on the representations and agreements made in these assurances, and that the Prime Recipient and USAID 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.

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Name of Subrecipient \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**H.8. Key Individual Certification Narcotics Offenses and Drug Trafficking**

I hereby certify that within the last ten years:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

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.

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

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**H.9. Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**

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.

**Subrecipient Representation:**

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

**H.10. Prohibition on providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representations (May 2017)**

**Definitions.**

1. “Contract” has the meaning given in 2 CFR Part 200.
2. “Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.
3. “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.
4. “Subaward” has the meaning given in 2 CFR Part 200. “Subrecipient” has the meaning given in 2 CFR Part 200.

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

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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.

The prohibition in the preceding paragraph 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.

**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).

**H.11. Other Statements of Subrecipient**

**Authorized Individuals**

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

Name	Title	Telephone No.	Facsimile No.
<hr/>			
<hr/>			
<hr/>			

**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: \_\_\_\_\_

**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 should obtain a UEI in SAM prior to submitting an application for award for Palladium's consideration, unless the solicitation allows or instructs otherwise. Subrecipients must obtain a UEI prior to award.

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Grantee Name: «TableStart:role\_delivery\_agent»«client\_account\_name»«TableEnd:role\_delivery\_agent»

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: «TableStart:role\_delivery\_agent»«registration\_id»«TableEnd:role\_delivery\_agent»

### **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.

**[END OF PART H, CERTIFICATIONS, ASSURANCES, REPRESENTATIONS,  
AND OTHER STATEMENTS OF THE SUBRECIPIENT]**

Prime Agreement Number: «udf\_contract\_number»  
Grant Number: «external\_project\_id»/«project\_record\_id»  
Grantee Name: «TableStart:role\_delivery\_agent»«client\_account\_name»«TableEnd:role\_delivery\_agent»



ANNEX B2

# Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations

A Mandatory Reference for ADS Chapter 303

Partial Revision Date: 06/07/2024  
Responsible Office: M/OAA/P  
File Name: 303mat\_060724



# 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 landmark 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](http://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](http://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](mailto: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 2024)**

**a. Equal Participation.**

- 1) Faith-based organizations are eligible, on the same basis as any other organization, to receive any USAID award for which they are otherwise eligible. USAID and pass-through entities must not discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof; or for any other reason that would not be a valid basis to favor or disfavor a similarly situated secular organization.**
- 2) Faith-based organizations must not be disqualified from receiving USAID awards because of their religious character, motives, or affiliation, or lack thereof. Notices of funding opportunities must include language indicating that faith-based organizations are eligible on the same basis as any other organization and subject to the protections and requirements of federal law.**
- 3) 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.

- 4) A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the [USAID Center for 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 Federal 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 faith-based and secular organizations. All organizations that participate in USAID programs, as recipients or subrecipients, including faith-based organizations, 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 faith-based organization that applies for or receives USAID-funded awards or subawards:
  - i) Retains its autonomy, religious character, and 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 concealing, altering or removing religious art, icons, scriptures, or other religious symbols; and
  - iii) Retains 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. Requests for Accommodation: USAID must consider requests for accommodation, including for religious exercise, with respect to one or more award requirements on a case-by-case basis.
- d. Implementation in accordance with the Establishment Clause of the First Amendment to the U.S. Constitution: Nothing in this provision must be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- e. Nothing in this provision must be construed in such a way as to advantage, or disadvantage, faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.
- f. Discrimination Based on Religion Prohibited: The recipient must not, in providing services or outreach activities related to such services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- g. 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.
- h. 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.
- i. 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;

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



- 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](http://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](http://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](http://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](mailto: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)

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

- 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](http://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](http://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](http://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](http://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](http://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](mailto:oceantransportation@usaid.gov)

- b. This provision must be included in all subagreements, including subwards 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***

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

- (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]**

303mat\_060724

ANNEX B3

# PROPEL Health Branding Strategy and Marking Plan

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February 2023



## 1. Introduction

This Branding Strategy and Marking Plan outlines how the Promoting Results and Outcomes through Policy and Economic Levers (PROPEL) Health project will comply with USAID regulations and guidance around branding and marking, specifically, the [Code of Federal Regulations 700.16 \(Marking\)](#), [ADS 320 Branding and Marking](#), and the [USAID Graphic Standards Manual and Partner Co-Branding Guide](#)

## 2. Positioning

### 2.1. Project Name

The full name of the project is **Promoting Results and Outcomes through Policy and Economic Levers (PROPEL) Health**. The short form of the name is **PROPEL Health**.

The project name will apply to all activities and public communications funded by USAID through the cooperative agreement. In external communication, the full name of the project will be used in the funding acknowledgment; the short form will appear in all other uses of the project name.

### 2.2. Project Wordmark

PROPEL Health will be implemented by a consortium of organizations, including local partners to strengthen capacity in policy, advocacy, financing, and governance at global, national, and subnational levels. Therefore, a unifying wordmark is proposed to represent the project and its various partners. The wordmark could also be used for other PROPEL projects by switching out the word “Health” with “Youth” and “Adapt.” All materials and products specified in Table 1 (see section 5.1) will be branded with the USAID identity and the PROPEL Health wordmark. Whenever the PROPEL Health wordmark is used, USAID’s logo will also appear of equal size and prominence in accordance with the design described in the USAID Graphic Standards Manual.

Proposed wordmark:

**PROPEL**  
Health

## 3. Project Communications

### 3.1. Main Program Message

PROPEL Health aims to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through: (1) policy development and implementation, (2) adequate, predictable, and sustainable health financing, (3) enhanced government stewardship, transparency, and accountability, and (4) use of evidence-based advocacy approaches at global, national, and subnational levels to promote best practices. It focuses on family planning/reproductive health, primary healthcare, and the integration of FP/RH with HIV and maternal and child health.

## 3.2. Audiences

PROPEL Health has the following target audiences:

- Health actors, advocates, and implementers working at the global, national, and subnational level
- Government officials and policymakers
- Representatives from civil society, universities and training institutions, and the private sector
- Religious leaders and organizations, women's groups, Indigenous networks, the media, networks and groups of people living with HIV, and other interest groups
- Clients of primary healthcare services, family planning/reproductive health services, maternal and child health services, HIV services, and other healthcare programs and services as well as individuals who influence the uptake of services
- USAID Missions, the Bureau of Global Health, international donor agencies, foundations, and other USAID implementing partners

## 3.3. Communications and Project Materials

PROPEL Health will use a variety of communications channels to share project-related information and resources, including the project overview brief. As described in the cooperative agreement, PROPEL Health will develop a "Hub for Global Excellence and Learning in Policy, Advocacy, Financing, and Governance." The purpose of the Hub website is to accelerate technical excellence; facilitate localization; and foster collaborating, learning, and adapting and innovation across countries, languages, and technical areas. The Hub will digitally reach audiences, including USAID Missions, with information about the project and its resources. In line with USAID's ADS Chapter 551, Section 508 and Accessibility, the website and materials posted on it will be fully accessible.

The project will establish a presence on social media with Facebook and LinkedIn pages, a Medium channel, and a Twitter feed. The social media page descriptions will acknowledge USAID funding on the main page. The project will consider additional social media and sharing platforms (e.g., Instagram and Flickr) as the need arises and in line with USAID approval and budget availability to effectively implement its communications strategy. The project will also submit relevant content to USAID's social media channels, such as Exposure and its Twitter feed, @USAIDGH, for consideration.

Communication materials (listed in Table 1) will be used to share information about the project and its resources, as appropriate to the audience and setting. Project materials will include the USAID logo and PROPEL Health wordmark, funding acknowledgement, and disclaimer. If materials are produced under a subaward (sub-agreement or contract under assistance), the sub-awardee must comply with the PROPEL Health branding and marking plan. As appropriate, PROPEL Health will share project materials electronically and at conferences, workshops, training sessions, and other meetings it attends or sponsors. In-country dissemination will depend on the wishes of the USAID Mission and local counterpart agencies. In line with USAID guidance, project materials will be uploaded to the USAID Development Experience Clearinghouse (DEC). A list of materials uploaded to the DEC will be shared with the AOR on a semi-annual basis via the semi-annual report.

## 4. Acknowledgements

### 4.1. Acknowledging USAID

In addition to prominent placement of the USAID logo and PROPEL Health wordmark on project materials, the following acknowledgment will be included on PROPEL Health external and internal publications, when appropriate:

Promoting Results and Outcomes through Policy and Economic Levers (PROPEL) Health is a five-year cooperative agreement funded by the U.S. Agency for International Development (USAID) under Agreement No. 7200AA22CA00023, beginning September 23, 2022. PROPEL Health is implemented by Palladium in collaboration with African Economic Research Consortium, Avenir Health, Population Reference Bureau, RTI International, Samasha Medical Foundation, and the White Ribbon Alliance.

This acknowledgment language can be modified as needed to indicate other program or project funding.

In compliance with regulation 2 CFR 700.16(c)(1), the following disclaimer will be included on internal and external PROPEL Health communications material that has not been approved by USAID:

This [study/report/audio/visual/other information/media product] is made possible by the generous support of the American people through USAID. The contents are the responsibility of [PROPEL Health] and do not necessarily reflect the views of USAID or the U.S. Government.

## 4.2. Acknowledging Consortium Partners

In communication materials, consortium partners will be acknowledged in the funding statement (as described in section 4.1). As the lead implementer, Palladium will be listed as the publisher on externally facing materials with its logo appearing along with the organization's contact information at the end of the material. Co-developed and co-branded global-level advocacy materials such as global frameworks developed by consortium partner White Ribbon Alliance (WRA) as part of global working groups will be exempt from branding under presumptive exception ii (see section 5.2), however, they may still acknowledge USAID support in other ways as indicated in section 5.2.

## 4.3. Acknowledging Host-Country Governments and Other Partners

PROPEL Health strives to strengthen the technical and organizational capacity of regional, national-level, and subnational partners (including government agencies, nongovernmental organizations, universities, and the commercial sector) to provide policy, advocacy, financing, and governance capacity development and assistance. These groups will be key partners of the project—recognizing their contributions will be essential for building local capacity and increasing in-country ownership. As appropriate, PROPEL Health communications materials may be co-branded with government or partner logos when these organizations have contributed significant funding or in-kind support to the activity, or to promote local ownership and capacity building. Appropriate brand exceptions will be sought for co-branding and logo placement (see section 5.2 for exceptions).

Policies, strategies, plans, curricula, guidelines, etc. that are to be positioned solely as coming from in-country organizations (such as government agencies, nongovernmental organizations, faith-based groups, universities, and businesses) may be exempted from USAID marking (see section 5.2).

# 5. Marking

## 5.1. Marking of Materials

Table 1 outlines the types of materials that will be produced under PROPEL Health. Any materials that are not anticipated in the table, but are produced under PROPEL Health, will adhere to the basic guidelines and intent described in this branding strategy and marking plan. Products produced under PROPEL Health will be co-branded with the USAID logo, PEPFAR logo (when applicable), and PROPEL Health wordmark and will adhere to guidance for co-branded materials as outlined in the USAID Graphic Standards Manual. The USAID logo will appear on the left on a background as described in the Graphic Standards Manual and will be of equal size and

prominence with all others. When co-funded by PEPFAR, marking will appear in the following order: USAID, PEPFAR, PROPEL Health.

**Table 1. Project Materials with USAID and PROPEL Health Marking**

Type of Material	Marking Placement
Technical reports, studies, and analyses	Front cover
Briefing papers, memoranda, and policy recommendations	Front cover
Training materials and manuals	Front cover
Hub and Website	Homepage
Mobile apps	Introductory screens, upper left
Software and Excel-based tools	Incorporated into the splash screen/menu
Electronic newsletters	Footer
PowerPoint presentations	Title slide
Conference posters	Bottom of poster
Flyers and factsheets	Front page
Videos	Opening and/or closing title sequences, as appropriate
E-learning courses	Opening and/or closing title sequences, as appropriate
Event signs, banners, and exhibition booths	Printed on the materials
Project promotional materials (e.g., success stories, testimonials)	Front page

In line with USAID's Graphic Standards Manual, materials related to the administration of the cooperative agreement, such as letterhead, nametags, business cards, computers, and office space specific to partners' internal use will not use the USAID standard graphic identity and are not subject to marking.

## 5.2. Exceptions from Marking

As described in 2 CFR 700.16(h), materials produced by PROPEL Health may receive presumptive exception from marking (i.e., no branding) if branding would:

- (i) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; public service announcements or public opinion polls and surveys.
- (ii) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.
- (iii) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official.

**Proposed exceptions from marking based on these three criteria include the following categories of materials:**

- Government policies, strategies, plans, curricula, and guidelines (regional, national, and subnational levels) or other materials that should be seen as emanating from the government for policy and political reasons
- Organizations' policies, strategies, plans, curricula, and guidelines (e.g., a church's HIV action plan, a workplace anti-discrimination policy) or other materials positioned as being from the host-country partner and must be seen as independent
- University or other training institution curricula that must be seen as independent
- Any product including government reports and partner websites and online resource hubs and libraries that will be maintained and updated in country and further disseminated by local partner(s)
- Invitations and agendas for events, including workshops or launch events positioned as from the local government or host-country partner
- Materials produced by technical working groups funded by PROPEL Health but positioned as from the working group, including the Interagency Gender Working Group and the Family Planning Financing Reference Team

Such materials will be exempt from marking by the Agreement Officer (AO) upon approval of this plan. All additional branding exceptions must be approved by the AO, per 2 CFR 700.16(h)(2). For these additional exceptions, PROPEL Health will need Agreement Officer's Representative (AOR) concurrence on core-funded materials, as well as both AOR and Mission concurrence on field support-funded materials, and the AO must approve. Approvals will be requested via email communication, providing the information listed in Annex 1.

Note that even when a document qualifies for "no branding," it may be possible to acknowledge USAID's contribution in one of several ways:

- The following acknowledgment may appear on the inside cover: "This document was produced under PROPEL Health with support from the U.S. Agency for International Development under cooperative agreement No. 7200AA22CA00023." Wording may vary slightly depending on the product and the nature and extent of the technical assistance provided.

- USAID support may also be acknowledged in the preface, foreword, or acknowledgment sections of the document.
- The appropriateness of acknowledging USAID's support will be discussed with the Mission and/or AOR. If acknowledging USAID's support would have an adverse effect on the product/activity based on the 2 CFR 700.16 exceptions, then it may be excluded.

In accordance with 2 CFR 700.16(i)(1), USAID Principal Officers may waive the branding and marking plan in whole or in part if the Principal Officer determines that marking would pose compelling political, safety, or security concerns, or marking would have an adverse impact in the cooperating country. USAID recipients may request waivers of the plan in whole or in part, through the AOR.

# Annex 1. Request for Branding Exception

**To:** USAID AO for PROPEL Health

**CC:** USAID AOR for PROPEL Health

**From:** PROPEL Health Communications Lead

**Date:**

**Subject:** Request for Branding Exception/Notification of Use of Approved Branding Exception

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**Activity:**

**Location of Activity:**

**Type of material(s) to be produced:**

**Date by which approval is needed** (for items not automatically exempt under the approved branding and marking plan):

**Proposed branding approach:**

**Rationale for branding exception** (see 2 CFR 700.16(h)):

**Type and placement of USAID logo:**

**Example of proposed branding/marketing:**



**PROPEL**  
Health

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## FOR AOTR/TA or MISSION USE ONLY

- I approve of the proposed branding approach.
- I approve of the proposed branding approach, with the following changes:
- I do not approve of the proposed branding approach. Please submit a new proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Annex C  
**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:
  - To determine if what, if any, special conditions 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.	



<b>Organizational Integrity</b>	
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"> <li>• System for Award Management, <a href="http://www.sam.gov">www.sam.gov</a>;</li> <li>• Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control (“OFAC List”) <a href="https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists">https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists</a>;</li> <li>• United Nations Security designation list, <a href="https://www.un.org/securitycouncil/content/un-sc-consolidated-list">https://www.un.org/securitycouncil/content/un-sc-consolidated-list</a></li> </ul>	
<b>Organizational Capacity to Achieve the Proposed Fixed Amount Award Activity</b>	
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:	
<b>Fixed Amount Award Activity Implementation Viability</b>	
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?	
<b>Fixed Amount Award Pre-Award Financial Review Checklist Applicable for Authorizing Advances of Funds, if Necessary</b>	
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.	
<b>Certifications/Representations Included/Obtained, as Appropriate</b>	
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.	
<b>Grant Management</b>	
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"> <li>▪ Organization has extensive past experience with grant management.</li> <li>▪ Organization has some experience with grant management.</li> <li>▪ Organization is new and does not have experience with grant management.</li> </ul>
<b>Knowledge of Prime Donor Rules &amp; Regulations</b>	
Select one of the following:	<ul style="list-style-type: none"> <li>▪ Organization has managed 4 or more grants received from the prime donor.</li> <li>▪ Organization has managed 1 to 3 grants received from the prime donor.</li> <li>▪ Organization has not managed grants received from the prime donor.</li> </ul>
Have any of the personnel who will be working on this grant attended regulations training for USAID?	
<b>Past Performance – Audit</b>	
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?	
<b>Risk Level Assignment (Based on the information above, please select one of the following.)</b>	
<input type="checkbox"/> <b>Low Risk</b>	<ul style="list-style-type: none"> <li>• The grantee organization possesses the capacity to independently manage grant funding.</li> <li>• The likelihood that the grantee will be able to comply with the terms and conditions of the agreement is high.</li> <li>• No special award conditions are generally warranted.</li> <li>• Basic monitoring will generally be sufficient.</li> </ul>
<input type="checkbox"/> <b>Medium Risk</b>	<ul style="list-style-type: none"> <li>• The grantee organization shows some deficiencies in its capacity to manage grant funds.</li> <li>• The grantee's financial infrastructure is generally good, but the grantee may lack experience or may have had past performance problems.</li> <li>• Additional training and special award conditions may be warranted.</li> <li>• Monitoring may be more intensive or more frequent.</li> </ul>
<input type="checkbox"/> <b>High Risk</b>	<ul style="list-style-type: none"> <li>• The grantee organization does not possess the capacity to independently manage grant funding.</li> <li>• Deficiencies are likely due to either a weak financial infrastructure or inexperience in managing grant funds (or both).</li> <li>• Additional training and special award conditions are necessary.</li> <li>• Monitoring will be more intensive and more frequent.</li> </ul>

Prepared by (name and title):

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Signed:

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Date:

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ANNEX D

# GBL CC02 Business Partner Code of Conduct

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

Revision history

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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 or 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.

## ANNEX E

### 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

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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:	...

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##### 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

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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: ...

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## 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

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a Sole Proprietorship  Partnership  Corporation  Non Profit  Other

If other, please specify below:

...

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

...

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

...

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

...

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

...

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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

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

...

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

...

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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.

...

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## Part 4 Government relationships

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

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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.



...

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## Part 5 Prior conduct

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

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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

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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.

...

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## Part 7 Certification

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

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### 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.

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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](mailto:Privacy@thepalladiumgroup.com)

Signature:

Name: ...

Title: ...

Date: ...

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