

[Membrete o membrete específico del proyecto]

Fecha de emisión: 6 de diciembre de 2024
Plazo para preguntas: 18 de diciembre de 2024
Fecha de cierre: 13 de enero de 2025
Hora de cierre: 12:00 a. m. (hora estándar del Este)
Número de CFDA: 98.007
Número de RFA: RFA-GBV-Guatemala

Asunto: Solicitud de solicitudes (RFA) - Fortalecimiento de las capacidades de los equipos de salud para mejorar la prestación de servicios contra la violencia de género

Estimados solicitantes potenciales:

Palladium busca solicitudes de organizaciones (o personas individuales) que reúnan los requisitos necesarios para llevar a cabo actividades que contribuyan a mejorar la implementación de las políticas contra la violencia de género y los resultados para las víctimas de este tipo de violencia, en calidad de subbeneficiarios en el marco del programa contra la violencia de género, financiada por la Agencia Estadounidense para el Desarrollo Internacional PROPEL Salud, Acuerdo de Cooperación número 7200AA22CA00023.

Consulte la descripción completa de la oportunidad de financiamiento.

Esta RFA se publica para los fines de este programa y consta de esta carta de presentación y las siguientes secciones:

Sección I - Descripción de la oportunidad de financiamiento

Sección II - Información sobre la subvención

Sección III - Información sobre la elegibilidad

Sección IV - Información sobre la presentación y la solicitud

Sección V - Información sobre la revisión de la solicitud

Sección VI - Información sobre la subvención y la administración

Sección VII - Contactos de Palladium

Sección VIII - Otra información

Para ser elegibles para la subvención, el solicitante deberá proporcionar toda la información requerida en su solicitud, incluidos los requisitos que figuran en cualquier anexo.

Palladium podrá conceder una subvención resultante de esta RFA al o a los solicitantes responsables cuyas solicitudes cumplan con esta RFA y ofrezcan el mayor beneficio. Palladium podrá (a) rechazar alguna o todas las solicitudes, (b) aceptar una solicitud que no sea la de menor costo, (c) aceptar más de una solicitud y (d) dispensar informalidades e irregularidades menores en las solicitudes recibidas.

Palladium podrá adjudicar una subvención sobre la base de las solicitudes iniciales recibidas, sin necesidad de conversaciones adicionales. Por lo tanto, cada solicitud inicial debe incluir las mejores condiciones del solicitante desde el punto de vista técnico y de los costos. La

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publicación de esta RFA no constituye un compromiso de adjudicación por parte de Palladium o USAID, ni compromete a Palladium o USAID a pagar los costos que surjan de la preparación y presentación de una solicitud. Las adjudicaciones definitivas no podrán efectuarse hasta tanto se hayan consignado, prorratado, asignado y comprometido los fondos por completo para la adjudicación principal de Palladium con USAID. Si bien está previsto que estos procedimientos se lleven a cabo con éxito, se notifican por este medio a los posibles solicitantes, los requisitos y las condiciones para la adjudicación. Las solicitudes se presentan por cuenta y riesgo del solicitante, y todos los gastos de preparación y presentación corren a su cargo.

Todas las preguntas relacionadas con esta RFA deben enviarse a Robin Brazier a robin.brazier@thepalladiumgroup.com. Palladium podrá (a) rechazar alguna o todas las solicitudes, (b) aceptar solicitudes por motivos distintos del costo, o (c) aceptar más de una solicitud (véase la Sección V - Información sobre la revisión de solicitudes).

Palladium tiene la intención de conceder una subvención de monto fijo, pero se reserva el derecho de conceder cualquier otra forma de acuerdo de asistencia. Palladium podrá desestimar informalidades e irregularidades menores en las solicitudes recibidas.

Los solicitantes seleccionados asumirán la responsabilidad de garantizar la consecución de los objetivos del programa. Consulte la sección "Descripción del financiamiento" de esta RFA para obtener una descripción completa de los objetivos y los resultados esperados.

Sujeto a la disponibilidad de fondos, Palladium tiene la intención de proporcionar hasta \$40,000 dólares estadounidenses en financiamiento total para las actividades que se implementarán a más tardar el 13 de enero, 2025.

Palladium requiere que las solicitudes se envíen electrónicamente (por correo electrónico) a robin.brazier@thepalladiumgroup.com a más tardar el **13 de enero, 2025**.

Atentamente,

Robin Brazier
Asesora técnica

SECCIÓN I - DESCRIPCIÓN DE LA OPORTUNIDAD DE FINANCIAMIENTO

1. Descripción del programa

En Guatemala, el Ministerio Público de Guatemala informó 51,906 denuncias de violencia contra las mujeres en 2018, lo que convierte a la violencia contra las mujeres en el delito más denunciado en el país. La última Encuesta Nacional de Salud Reproductiva observó que aproximadamente el 21 por ciento de las mujeres en edad fértil experimentan algún tipo de violencia física y/o sexual en su vida a manos de una pareja, y el Wilson Center informa que, en 2018, Guatemala tuvo una tasa de femicidio que fue la cuarta más alta en toda América Latina y el Caribe. Es probable que estas cifras sean inferiores a la realidad, ya que no se denuncian todos los casos de violencia. Guatemala ha sentado las bases de un sólido marco político y jurídico para prevenir y responder a la violencia de género. Del mismo modo, reducir la violencia contra las mujeres es también un indicador del Plan Nacional de Desarrollo del país. Si bien el plan subraya la importancia de emprender acciones políticas para mejorar la igualdad de género, las políticas no cuentan con el financiamiento ni la implementación adecuadas. La violencia de género no suele ser una prioridad para los proveedores de servicios de salud, ni tampoco lo es cuando se trata de asignar presupuestos. En todo el mundo, la exclusión y el racismo en las políticas y en los puntos de prestación de servicios de salud también son obstáculos para la prevención eficaz de la violencia de género, y Guatemala no es una excepción. En Guatemala, el sesgo de género en algunos actores que participan en el diseño o en la implementación de políticas y la falta de competencias culturales en los proveedores de los servicios de salud, por ejemplo, pueden dificultar el acceso o la obtención de atención a las mujeres, a las personas que no se ajustan a las normas de género y a la población indígena. También puede impedir que los proveedores de servicios de salud y los responsables de redactar políticas identifiquen y aborden adecuadamente la violencia de género. Este tipo de prevención secundaria de la violencia de género, especialmente en los puntos de prestación de servicios de salud, puede ayudar a detener la violencia de género y sus complicaciones para la salud mediante la identificación de los primeros signos de violencia.

Se necesitan enfoques nuevos e innovadores para hacer frente a los desafíos que existen desde hace tiempo a la hora de garantizar que las políticas contra la violencia de género se financien y apliquen adecuadamente. Con el fin de descubrir nuevos enfoques y herramientas para acelerar la implementación de las políticas, en los años 2023 y 2024, PROPEL Salud, un proyecto financiado por USAID, utilizó perspectivas conductuales para profundizar en la comprensión del entorno político en relación con la violencia de género y desarrollar estrategias basadas en evidencia para impulsar la implementación de políticas que mejoren los resultados en materia de violencia de género y salud reproductiva. El proyecto colaboró con el socio local Busara para incorporar elementos de su herramienta de Evaluación Rápida de la Implementación de Políticas (PIAT) en el instrumento de recopilación de datos y las metodologías de Busara para identificar brechas entre la intención y la acción de los responsables de la toma de decisiones en relación con la implementación de políticas. Después de realizar un extenso mapeo de las partes interesadas, PROPEL Salud trabajó con actores locales para utilizar estas herramientas en departamentos específicos para la generación de datos a nivel local que arrojaron luz sobre cuestiones de violencia de género relacionadas con las políticas en Guatemala. A continuación, PROPEL Salud completó su evaluación de las ciencias del comportamiento mediante un modelo sistémico de las fuerzas interactivas que impulsan la violencia de género en Guatemala y agravan los efectos negativos sobre las víctimas de violencia de género. A través de talleres, entrevistas en profundidad, grupos focales y visitas a los centros de salud, PROPEL Salud colaboró con los

actores locales para interpretar los datos de la evaluación de las ciencias del comportamiento e identificar -y posteriormente, afinar y validar- una intervención de políticas, abogacía, financiamiento y gobernanza (PAFG) basada en evidencia para responder a la violencia de género y mejorar el recorrido de las víctimas a través del sistema de políticas contra la violencia de género en Guatemala., las conclusiones de este estudio muestran cómo pueden abordarse los sesgos cognitivos para modificar los comportamientos de las víctimas de violencia de género y los proveedores de servicios.

Objetivos de la consultoría

La organización o persona individual seleccionada colaborará con PROPEL Salud y las partes gubernamentales interesadas locales dentro del Ministerio de Salud (MSPAS) y otras organizaciones clave para liderar la elaboración e implementación de nuevos módulos de capacitación (virtuales y presenciales) para los proveedores de servicios de salud de servicios de salud de los equipos de apoyo a las víctimas de violencia de género en el primer nivel de atención. Los módulos deberían ser virtuales, con la excepción de unos acompañamientos dentro de dos Direcciones Departamentales de Redes Integradas de Servicios de Salud (DDRIS) del departamento de Quiché. Los módulos de capacitación deben tener como objetivo el fortalecimiento de la capacidad grupal e individual sobre la información de salud tradicional y las mejores prácticas en la respuesta a la violencia de género con un enfoque cultural. Al margen de la capacidad técnica, la plataforma también ofrecerá módulos prácticos para mejorar el trabajo en equipo del personal de salud, su capacidad para gestionar eficazmente los turnos de trabajo, implementar herramientas tecnológicas para resolver la carga de algunos procesos laborales y proporcionar herramientas de autocuidado para evitar el agotamiento. Estas actividades pueden incluir:

1. Crear un grupo de trabajo técnico formado por las partes interesadas pertinentes, en particular del MSPAS y otras organizaciones de la sociedad civil con los conocimientos técnicos pertinentes.
2. Coordinar con estas partes interesadas para desarrollar módulos de capacitación y un programa de fortalecimiento de capacidades para el personal de salud de primera línea. Esto implicará colaborar con las contrapartes gubernamentales para identificar sus prácticas, sistemas y herramientas actuales que deberían integrarse o utilizarse en el programa.
3. Desarrollar, diseñar y validar los módulos de capacitación en los términos acordados con las partes interesadas pertinentes, de acuerdo con los estándares establecidos por las dependencias responsables en el MSPAS
4. Coordinar con las partes interesadas para implementar los módulos de capacitación (digital y presencial) y el programa de fortalecimiento de capacidades en colaboración con PROPEL Salud, Busara y el MSPAS. Se prevé que el programa sea principalmente virtual, con 2-3 capacitaciones presenciales (por ejemplo, al menos uno para el inicio y otro para el cierre).
5. Desarrollar un plan de medición del fortalecimiento de capacidades e implementarlo.

Dado que los módulos de capacitación probablemente se integrarán en el sistema de capacitación institucional, el programa de fortalecimiento de capacidades diseñado debe ajustarse a los requisitos de los "cursos" o los diplomados institucionales. Para un curso virtual,

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esto implica incluir de 10 a 35 personas con 20 a 79 horas de capacitación. Para un diplomado, se requiere un mínimo de 80 horas para 20 a 40 personas.

La organización (o persona) seleccionada podrá asociarse con otra organización con capacidades complementarias para alcanzar los objetivos y obtener fondos adicionales de este socio para contribuir a los objetivos del programa. (Esto se refiere a costos de “contrapartida”; no implica que PROPEL aporte fondos adicionales a los acordados.)

Monitoreo y evaluación

Tras la selección, PROPEL Salud y Busara facilitarán un proceso de creación conjunta con la organización seleccionada y las partes interesadas del MSPAS para establecer un plan de monitoreo, definir los objetivos de rendimiento, desarrollar una estrategia para alcanzarlos y determinar las medidas adecuadas. Se finalizará dicho plan en los primeros seis semanas del programa.

Durante la implementación de sus actividades, la organización seleccionada informará sobre los indicadores acordados tras la elaboración de planes de trabajo individuales posteriores a la adjudicación. Los indicadores se vincularán a las actividades del plan de trabajo, las fuentes de datos y las líneas de base se establecerán durante la fase de creación conjunta del plan de trabajo, en colaboración con PROPEL Salud.

SECCIÓN II - INFORMACIÓN SOBRE LA SUBVENCIÓN

1. Estimación de fondos disponibles - Sujeto a la disponibilidad de fondos, en virtud de esta RFA, Palladium tiene previsto conceder una subvención por un monto máximo de \$40,000.
2. Fecha prevista de inicio y período de ejecución. La fecha de adjudicación prevista es el 1 de marzo, con un período de ejecución de 9 a 10 meses. Existirá la posibilidad de renovar el contrato una vez finalizado el período de ejecución original, en función de los resultados y de la disponibilidad de fondos.
3. Subadjudicaciones de asistencia. De conformidad con el Título 2, Parte 200.400 del Código de Reglamentos Federales (CFR), es política de USAID no otorgar ganancias en virtud de instrumentos de asistencia. No obstante, todos los gastos razonables, asignables y admisibles, tanto directos como indirectos, que estén relacionados con el programa del acuerdo y cumplan con los principios de costos aplicables (2 CFR 200 Sección E para organizaciones sin fines de lucro y 48 CFR (Reglamento Federal de Adquisiciones) Parte 31 para organizaciones con fines de lucro) se tendrán en cuenta a la hora de establecer el monto final de la subadjudicación. Este podría incluir la elección por parte de la organización seleccionada de contratar un/a consultor/a cuyas capacidades para alcanzar los objetivos del programa complementen las suyas.
4. Distribución de costos. Palladium agradece la oportunidad de que la organización seleccionada contribuya con fondos adicionales a los objetivos del programa.

SECCIÓN III - REQUISITOS DE ELEGIBILIDAD

1. Solicitantes elegibles

Para poder optar a esta subadjudicación, los solicitantes deben cumplir al menos dos de los siguientes requisitos mínimos de elegibilidad:

- a. Solo organizaciones locales guatemaltecas, solo organizaciones sin fines de lucro, no organizaciones gubernamentales ni organizaciones bajo control gubernamental, etc.].
- b. Además, todas las solicitudes **deben** incluir un número de identificador único de entidad (UEI, por sus siglas en inglés).
- c. Experiencia demostrable en coordinar/facilitar la colaboración y desarrollar el consenso entre diversas partes interesadas, incluidas las partes interesadas gubernamentales de alto nivel
- d. Conocimiento de la política de violencia de género y del panorama de servicios de salud en Guatemala
- e. Experiencia técnica en violencia de género y prestación de servicios de salud culturalmente apropiada
- f. Historial de elaboración de programas de capacitación e implementación de metodologías de fortalecimiento de las capacidades en el sector de la salud

SECCIÓN IV - PRESENTACIÓN E INFORMACIÓN SOBRE LA SOLICITUD

- 1) **Punto de contacto** Robin Brazier robin.brazier@thepalladiumgroup.com
- 2) **Fecha y hora de presentación:** 13 de enero de 2025 as las 12:00 a. m. (hora estándar del Este)
- 3) **Formato de la presentación**
 - i. Redactada en inglés o español y en letra Times New Roman de 12 puntos;
 - ii. El texto de los cuadros o gráficos puede tener una fuente Times New Roman de 10 puntos;
 - iii. Las narrativas deben prepararse en Microsoft Word o equivalente compatible con áreas de impresión ajustadas a 8.5 x 11 pulgadas, papel tamaño carta y márgenes de una pulgada, justificación a la izquierda y un pie de página en cada página que incluya los números de página, la fecha de presentación y el nombre del solicitante;
 - iv. Las hojas de cálculo deben prepararse en Microsoft Excel o equivalente compatible, con áreas de impresión configuradas en papel tamaño carta de 8.5 x 11 pulgadas;
 - v. Los documentos oficiales (firmados), memorandos y certificaciones pueden presentarse como archivos Adobe PDF; y
 - vi. No se aceptan solicitudes enviadas por fax o en papel.

4) Instrucciones detalladas para la presentación

Para facilitar la evaluación competitiva de las solicitudes, estas deberán ajustarse al formato que se indica a continuación. Se espera que los solicitantes revisen, comprendan y cumplan con todos los aspectos de esta RFA. El incumplimiento de este requisito será responsabilidad del solicitante. Cada solicitante deberá proporcionar la información requerida por esta RFA. Las solicitudes constan de dos componentes: solicitudes técnicas y solicitudes de costos. Tanto las solicitudes técnicas como las de costos deben ser específicas, completas y concisas. Una solicitud extensa no constituye por sí sola una solicitud bien elaborada.

Las solicitudes técnicas deberán demostrar las capacidades y experiencia del solicitante con respecto a la consecución de los objetivos de este programa, y los requisitos se pueden encontrar en la Sección V - Información sobre la revisión de solicitudes, 1) Criterios de evaluación. Una organización solo puede presentar una solicitud en respuesta a esta RFA.

La solicitud debe ser específica, completa y concisa. Las solicitudes que no cumplan de manera substancial con los requisitos de esta RFA no serán tenidas en cuenta para la subvención.

La solicitud se dividirá en las siguientes secciones, con el siguiente número máximo de páginas por sección:

A. Narrativa de la solicitud

1. Portada (1 página como máximo)
2. Resumen ejecutivo (2 páginas como máximo)

B. Narrativa técnica (10 páginas como máximo)

1. Capacidades organizativas, competencias y calificaciones del equipo
2. Análisis de la situación
3. Objetivos del programa/Enfoque metodológico,
4. Plan de implementación

C. Presupuesto

1. Presupuesto detallado (sin límite de páginas)
2. Resumen del presupuesto (sin límite de páginas)
3. Narrativa del presupuesto (sin límite de páginas)

D. Anexos (sin límite de páginas)

Las viñetas anteriores corresponden a las secciones de la RFA, tal y como se describen a continuación, y constituyen el formato general de solicitud.

A. Resumen de la solicitud (3 páginas como máximo)

La narrativa de la solicitud debe tener lo siguiente:

1. Portada (1 página como máximo)
 - Describa la capacidad e idoneidad de la organización para llevar a cabo el trabajo.

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- Incluya información sobre una persona de contacto del solicitante, incluido el nombre de esta persona (tanto en letra de imprenta como con su firma), cargo o puesto en la organización/institución, dirección, teléfono y correo electrónico. Los solicitantes deben indicar si la persona de contacto es la persona con autoridad para contratar en nombre del solicitante y, en caso negativo, dicha persona también debe figurar en la lista.
 - Número de identificador único de entidad (UEI)
2. Resumen ejecutivo (2 páginas como máximo): debe resumir los elementos clave de la solicitud: las capacidades del solicitante; el programa/ámbito propuesto; el financiamiento solicitado. Debe ser conciso y preciso.

B. Narrativa técnica (10 páginas como máximo)

La narrativa técnica debe incluir lo siguiente:

1. Capacidades organizativas, competencias y calificaciones del equipo: los solicitantes deben aportar evidencia de sus recursos y conocimientos técnicos y de gestión (o de su capacidad para obtenerlos a través de consultorías, asociaciones estratégicas o subdonaciones) para cumplir los objetivos del programa de desarrollar la capacidad técnica y la resiliencia del personal de salud. La información de esta sección debe incluir una breve descripción de todos los antecedentes/experiencia de la organización en Guatemala, sin limitarse al financiamiento del Gobierno de los Estados Unidos (USG), y cualquier experiencia previa en la coordinación con el MSPAS y otras partes interesadas, en programas o proyectos de violencia de género, y en el desarrollo y la impartición de programas de capacitación para el fortalecimiento de capacidades en el sector de la salud. Deberán incluirse los currículos de los principales miembros del equipo y sus funciones en los planteamientos propuestos.
2. Análisis de la situación: describa la situación y el contexto actual, y como el solicitante entiende que requiere la intervención.
3. Objetivos del programa / Enfoque metodológico: las solicitudes deben proporcionar las metas y objetivos generales del programa propuesto. Es necesaria una descripción detallada de las actividades propuestas y de los métodos que se utilizarán; esto incluye detallar la metodología de fortalecimiento de las capacidades, las técnicas de aprendizaje y enseñanza, y el plan de compromiso para el público destinatario. El programa de fortalecimiento de capacidades debe ajustarse a los requisitos del MSPAS para los "cursos" de su competencia. También incluye el enfoque de la organización para coordinarse con el MSPAS y otras partes interesadas. Los solicitantes deben explicar cómo esta subvención y el enfoque propuesto responderían al objetivo detallado en esta solicitud de propuestas y contribuirían a abordar el problema de la violencia de género mediante el fortalecimiento de las capacidades del personal de salud.
4. Plan de implementación: los solicitantes deben incluir un cronograma de monitoreo y presentación de informes, así como cualquier plan de evaluación interna o externa del programa, que describa las entregas previstas para cada actividad propuesta e incluya los plazos propuestos para cada una de las actividades, hitos y resultados. Preferiblemente, el gráfico GANTT acompañará a esta narrativa en un anexo.

C. Resumen del presupuesto

Los solicitantes deben incluir las siguientes partidas en el Resumen del presupuesto:

1. Costo del personal en la sede y en el terreno con un desglose por persona;
2. Costo de transporte, almacenamiento y manipulación;
3. Costo de los viajes locales (tenga en cuenta que puede ser necesario viajar a El Quiché y/o dentro de El Quiché); Costos directos; y
4. Costos indirectos, si corresponde.
5. Si una solicitud incluye costos indirectos, el solicitante debe incluir documentación justificativa. De conformidad con la norma 2 CFR 200.414, los solicitante elegibles pueden optar por aplicar una tasa *de minimis* del 10% a sus costos directos totales modificados. Esta tasa está sujeta a justificación y revisión y puede fijarse por debajo del 10%. Tenga en cuenta que esto es solo para los solicitantes que nunca han recibido un Acuerdo Negociado de Tasa de Costos Indirectos (NICRA, por sus siglas en inglés).
6. Narrativa del presupuesto: los solicitantes deben presentar una narrativa del presupuesto como anexo en la que se detallen las bases de las estimaciones de los costos, por ejemplo, certificando que los salarios que se pagarán al personal son los salarios actuales, que el personal ha recibido durante los últimos 12 meses.
7. Fechas en las que se presentarán los informes de avances y las facturas.
8. Desglose de actividades y entregas previstas.
9. Costo propuesto desglosado por el número de días.
10. No se pagará ni se tendrá en cuenta ningún beneficio/comisión en virtud de ninguna adjudicación resultante.
11. Si corresponde, un desglose similar de los fondos adicionales que la organización aporta al programa.

D. Anexos

- El solicitante puede incluir información adicional si lo considera necesario; no obstante, como se ha indicado anteriormente, las solicitudes técnicas deben ser específicas, completas y concisas. Una solicitud extensa no constituye por sí sola una solicitud bien elaborada. Por lo tanto, los solicitantes deben evitar presentar documentación innecesaria.
- Los solicitantes deben completar un análisis de riesgos en relación con las modalidades propuestas y las medidas de mitigación pertinentes. En concreto, la evaluación debe examinar el posible riesgo relacionado con el fraude, la corrupción y la mala gestión. Los solicitantes deben demostrar que se ha prestado la debida atención para garantizar la seguridad y protección de todos los participantes
- Importante: Si los solicitantes proponen un porcentaje de tasa de costos indirectos, la solicitud debe incluir una copia del Acuerdo Negociado de Tasa de Costos Indirectos

(NICRA) más reciente de su organización, emitido por la agencia auditora de su organización (USAID u otra agencia del Gobierno de los Estados Unidos). Si los solicitantes proponen un porcentaje de tasa de costos indirectos, pero no disponen de un NICRA establecido, deberán presentar información financiera o de auditoría justificativa de cualquier costo indirecto propuesto que se recupere mediante un método de porcentaje y un certificado emitido por un contador en el que conste que los costos se calcularon sin incluir los costos no autorizados, tal como se definen en los principios de costos aplicables conforme a 2 CFR 200 o FAR 31.

- El solicitante deberá presentar documentos específicos para que Palladium pueda determinar su **responsabilidad**. Los solicitantes deberán presentar cualquier evidencia adicional de responsabilidad que respalde esta determinación. La información presentada debe justificar que el solicitante:
 - Dispone de los recursos financieros adecuados o de la capacidad para obtenerlos, según se requiera durante la ejecución de la subvención;
 - Tiene capacidad para cumplir con las condiciones de la subvención, teniendo en cuenta todos los compromisos existentes y futuros del solicitante, tanto gubernamentales como no gubernamentales;
 - Los solicitantes deberán presentar cualquier evidencia adicional de responsabilidad, según se solicite, para respaldar la determinación relativa a los recursos y sistemas financieros, de gestión y de personal adecuados; la capacidad para cumplir con las condiciones de adjudicación; antecedentes satisfactorios de rendimiento, integridad y ética empresarial; y/o las calificaciones y la elegibilidad para recibir una subvención en virtud de las leyes y reglamentos aplicables.
 - Únicamente para los solicitantes cuya solicitud haya sido seleccionada, la documentación justificativa del rendimiento anterior, incluido el Cuestionario de referencia del desempeño anterior que se enviará únicamente a los solicitantes cuyas solicitudes hayan sido seleccionadas;
 - Tiene antecedentes satisfactorios de integridad y ética empresarial; y
 - Los solicitantes que nunca hayan recibido una subvención, acuerdo de cooperación o contrato de USAID o de los beneficiarios principales de USAID deberán presentar una copia de su manual de contabilidad, políticas de remuneración y personal, políticas de viajes y políticas de compras, así como las auditorías recibidas de los últimos tres años (no es necesario para las subvenciones de monto fijo [FAA, por sus siglas en inglés]).
- **Anexo A Certificados del solicitante seleccionado: el solicitante seleccionado deberá revisar, completar (con las firmas en las secciones pertinentes) y devolver el formulario completado a Palladium**
- **Anexos B1, B2 y B3 Subvención de monto fijo (B1) y Disposiciones obligatorias (B2) y Plan de marca/marcado (B3): Cláusulas obligatorias de USAID que se incluirán en la subadjudicación**
- **Anexo C Cuestionario(s) de evaluación de riesgos: Herramienta que se utilizará para la evaluación de riesgos en persona**

- **Anexo D Código de conducta de los socios comerciales:** el solicitante seleccionado deberá revisar el documento
- **Anexo E Formulario de diligencia debida:** el solicitante seleccionado deberá revisar, completar (con la firma) y devolver el formulario completado a Palladium. A continuación, Palladium llevará a cabo la diligencia debida sobre el solicitante seleccionado en la lista consolidada del Consejo de Seguridad de las Naciones Unidas, la lista de la Oficina de Control de Activos Extranjeros (OFAC) del Departamento del Tesoro y Sistema de Gestión de Adjudicaciones (SAM.gov)
- **Anexo F Plantilla de presupuesto:** herramienta que se utilizará para calcular los costos del programa
- **Anexo G Narrativa del presupuesto:** el solicitante utilizará esta herramienta para detallar las bases de las estimaciones de los costos.

SECCIÓN V. - INFORMACIÓN SOBRE LA EVALUACIÓN DE LA SOLICITUD

1. Criterios de valoración de méritos: Las solicitudes técnicas y las solicitudes de costos de cada solicitud se revisarán por separado. La solicitud técnica se evaluará de acuerdo con los Criterios de Evaluación de Méritos que se exponen a continuación. Posteriormente, se revisará la solicitud de costos de todos los solicitantes que presenten una solicitud técnicamente aceptable para evaluar su razonabilidad general, admisibilidad y asignabilidad de acuerdo con los principios de costos aplicables (2 CFR 200 Parte E para instituciones sin fines de lucro y FAR 31 para organizaciones con fines de lucro). En la medida en que sean necesarias (si la adjudicación no se realiza sobre la base de las solicitudes iniciales), a continuación, se llevarán a cabo negociaciones y/o entrevistas con todos los solicitantes cuya solicitud, tras el debate y la negociación, tenga posibilidades razonables de ser seleccionada para la subvención. Las subvenciones se concederán a los solicitantes elegibles y responsables cuyas solicitudes ofrezcan el mayor valor, eficiencia en los costos y otros factores considerados. Una vez que se haya determinado que se cumplen los requisitos mínimos de elegibilidad, un Comité de Selección (SC, por sus siglas en inglés) evaluará las solicitudes de acuerdo con los criterios que se describen a continuación. El SC se integra de miembros del equipo PROPEL Salud en enero de 2025.

Criterios de evaluación de méritos	Puntos máximos posibles
A. Capacidad organizativa, competencias y calificación de los equipos	25
B. Análisis de la situación	10
C. Objetivos del programa/ Enfoque metodológico	25
D. Plan de implementación	25

E. Eficiencia en los costos/Realismo	15
Total de puntos posibles	100

A. Capacidad organizativa, competencias / calificaciones del equipo

Los factores incluidos en este criterio son, entre otros, los siguientes:

- Calidad del servicio, incluida la regularidad en el cumplimiento de objetivos y metas;
- Capacidad institucional para llevar a cabo la gama de actividades programáticas descritas en esta RFA, incluida la capacidad de gestionar las relaciones con funcionarios e instituciones gubernamentales.
- Experiencia en coordinar/facilitar la colaboración y desarrollar el consenso entre diversas partes interesadas, incluidas las partes interesadas gubernamentales de alto nivel
- Conocimiento de la política de violencia de género y del panorama de servicios de salud en Guatemala
- Experiencia técnica en violencia de género y prestación de servicios de salud culturalmente apropiada
- Familiaridad con los contenidos y la implementación de metodologías de fortalecimiento de capacidades en el sector de la salud tanto en entornos virtuales como presenciales. Es preferible tener experiencia en la elaboración de estos programas de capacitación y en su implementación mediante métodos pedagógicos innovadores.

B. Análisis de la situación

Los factores incluidos en este criterio son, entre otros, los siguientes:

- Comprensión demostrada de la situación de violencia de género en Guatemala; y
- Descripción exhaustiva de las circunstancias del personal de salud del primer nivel de atención, en particular de aquellos que se encuentran con víctimas de violencia de género
- Comprensión demostrada de los sistemas de violencia de género en Guatemala: actores clave, políticas clave, procedimientos de formulación del personal de salud, etc.

C. Objetivos del programa/Enfoque metodológico

Los factores incluidos en este criterio son, entre otros, los siguientes:

- Identificación de metas/objetivos realistas, que describan con suficiente detalle las actividades del programa, en concreto el desarrollo del programa de capacitación sobre la violencia de género y el bienestar.
- Identificación de un cronograma de monitoreo y evaluación (MyE), que proporcione indicadores/parámetros y herramientas de medición que les permitan seguir los avances hacia los objetivos y el impacto del programa;
- Mérito técnico general de la estrategia del programa; y

- Los planes de MyE adecuados pueden incluir actividades como:
 - Crear un grupo de trabajo técnico formado por las partes interesadas pertinentes, en particular del MSPAS y otras organizaciones de la sociedad civil con los conocimientos técnicos pertinentes.
 - Desarrollo de módulos de capacitación y plan de fortalecimiento de capacidades (digital y presencial) para el personal de salud de primera línea.
 - Implementación de los módulos de capacitación.
 - Desarrollar un plan de medición del fortalecimiento de capacidades e implementarlo.

D. Plan de implementación

Los factores incluidos en este criterio son, entre otros, los siguientes:

- Puntualidad de la ejecución, incluido el cumplimiento de los cronogramas del acuerdo
- Detalles de cómo, cuándo, dónde y por quién serán elaborados e implementados los módulos de fortalecimiento de capacidades.

E. Eficiencia en los costos/Realismo

Entre los factores incluidos en este criterio deben figurar los siguientes:

- El solicitante debe proporcionar recursos suficientes (capital humano y financiero) para la coordinación (a través de reuniones virtuales y talleres) con las partes interesadas de PROPEL Salud, Busara y MSPAS, el desarrollo del programa de capacitación virtual y presencial, así como su implementación a través de la programación digital y las sesiones de aprendizaje presenciales.

2. Revisión de la Solicitud de Costos

La solicitud de costos de todos los solicitantes que presenten una solicitud técnicamente aceptable se revisará para determinar si los costos son razonables, asignables y admisibles. Si después de la revisión técnica, se recomienda a una solicitud para la subvención, Palladium podrá optar por llevar a cabo negociaciones sobre los costos.

Se comprobará que los costos sean razonables, admisibles, asignables, que el presupuesto esté suficientemente detallado y que sea viable desde el punto de vista financiero.

3. Proceso de evaluación y selección

Después de la selección inicial, se pedirá al solicitante aparentemente seleccionado que proporcione información adicional relativa a cualquier duda sobre la solicitud. Se debería proporcionar la información adicional dentro de cinco días laborales. Esta información se utilizará para tomar una decisión antes de conceder una subvención. Palladium realizará la selección final.

SECCIÓN VI - ADMINISTRACIÓN DE LA SUBVENCIÓN

1. Anuncios de subvención. Esta sección debe abordar lo que un solicitante seleccionado puede esperar recibir tras la selección. Una declaración que identifique cómo se administrará la subvención, incluida la disposición estándar aplicable y cualquier desvío aprobado de las **Disposiciones Estándar**. En el caso de los beneficiarios de FAA, la convocatoria debe indicar que [ADS 303mat, Disposiciones estándar para subvenciones de monto fijo a organizaciones no gubernamentales](#) será de aplicación.
2. Presentación de informes. Esta sección debe incluir información general sobre el tipo (por ejemplo, financiero o de rendimiento), la frecuencia y los medios de presentación de informes de la subvención. Los tipos y la frecuencia de los informes financieros y programáticos deben ser coherentes con el tipo de subvención (FAA).
3. Una declaración en la que se detalle cómo garantizará Palladium la solidez y el cumplimiento medioambientales en el diseño y la implementación cuando así lo exija la determinación **22 CFR 216**.

SECCIÓN VII CONTACTOS DE PALLADIUM

1. Robin Brazier es la asesora técnica de esta subvención:
robin.brazier@thepalladiumgroup.com

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><u>Palladium International, LLC</u></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><u>Grantee (Subrecipient)</u></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><u>Grant Information</u></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Grant Number</td> <td>«external_project_id»/«project_record_id»</td> </tr> <tr> <td>Effective Date</td> <td align="right">«start_date»</td> </tr> <tr> <td>Completion Date</td> <td align="right">«end_date»</td> </tr> <tr> <td>Total Grant Ceiling</td> <td align="right">\$ «approved_amount»</td> </tr> <tr> <td>Obligated Ceiling</td> <td align="right">\$ xxxxxxxx</td> </tr> <tr> <td>Activity Listing (CFDA)</td> <td align="right">98.001</td> </tr> <tr> <td>R&D Award</td> <td align="right">[] 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.

PALLADIUM	GRANTEE
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.
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

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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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 Grantee Name: «TableStart:role_delivery_agent»«client_account_name»«TableEnd:role_delivery_agent»

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]

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»

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 1st 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

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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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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]**

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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. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
 - (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-

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

- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
 - c. The Agreement Officer may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
 - d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to Agreement Officer’s Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

“The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.”
 - e. Any “public communication,” in which the content has not been approved by USAID, must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

- f. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.
- g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
 - (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
 - (4) Impair the functionality of an item;
 - (5) Incur substantial costs or be impractical;
 - (6) Offend local cultural or social norms, or be considered inappropriate; or
 - (7) Conflict with international law.
- h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.
 - (1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
 - (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- i. The recipient must include the following marking provision in any subawards entered into under this award:

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

[END OF PROVISION]

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

In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

[END OF PROVISION]

M4. DEBARMENT AND SUSPENSION (JUNE 2012)

- a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer (AO). The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the AO.
- b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient’s

response to the situation and any additional information submitted—when USAID determines its response.

- c. The recipient must notify the AO immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
 - (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2);
or
 - (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
- d. *Principal* means—
- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

M5. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND

INDIVIDUALS (May 2020)

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

[END OF PROVISION]

M6. TRAFFICKING IN PERSONS (April 2016)

- a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
 - (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must (1) submit to the Agreement Officer (AO) the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and (2) implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
- (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.

- (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant AO and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
 - f. The AO may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
 - g. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
 - h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

a. Requirements for Voluntary Sterilization Programs

- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to

coerce or provide any financial incentive to any individual to practice sterilization.

b. Prohibition on Abortion-Related Activities:

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

[END OF PROVISION]

M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 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, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

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

- (4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The recipient must not submit classified data to the DDL.

[End of Provision]

M12. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

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

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

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

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

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

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the

requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

(End of Provision)

M13. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)

(a) Definitions for the purposes of this provision.

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

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

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

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

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

“Employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

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

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

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

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

- (1) Prohibit employees, agents, interns, or any other person provided access or contact with beneficiaries, from engaging in any exploitation, sexual abuse, child abuse, and child neglect of any person during the period of performance, supporting or advancing these actions, or intentionally ignoring or failing to act upon allegations of these actions;
- (2) Are consistent with the Inter-Agency Standing Committee’s Six Core Principles Relating to Sexual Exploitation and Abuse, as amended, available at <https://psea.interagencystandingcommittee.org/update/iasc-six-core-principles> and the Keeping Children Safe Standards, available at <https://www.keepingchildrensafe.global/accountability/>;
- (3) Require reporting of suspicions or concerns related to violations of the prohibitions in paragraph (1) to the recipient;
- (4) Require a “survivor-centered approach” for responding to alleged violations of the prohibitions. Such an approach must ensure the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process;
- (5) When a child is involved, require a “best interest of the child determination” for responding to alleged violations of the prohibitions. This determination considers the best possible outcome for a vulnerable child who has been exposed to violence, abuse, exploitation, or neglect;
- (6) Include remedies for violations;
- (7) Monitor subrecipients, employees, agents, interns, or any other person provided access or contact with beneficiaries;
- (8) Details the actions that may be taken against subrecipients, employees, agents, interns, or any other person provided access or contact under the

award who commit exploitation, sexual abuse, child abuse, and child neglect of any person or who fail to take reasonable steps to prevent it; and

- (9) Provide transparency on hiring, screening, and employment practices, including on rehiring or transfer and referencing for subsequent employers.

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

- (1) The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the particular risks presented by the operating context. The plan must include, at a minimum, the following:
 - (i) Reasonable measures to reduce the risk of exploitation, sexual abuse, child abuse, and child neglect. Where implementation of projects under this award may involve children, this includes limiting unsupervised interactions with children and complying with applicable laws, regulations, or customs regarding harmful image-generating activities of children;
 - (ii) An awareness program to inform employees, agents, interns, or any other person provided access or contact with beneficiaries about the requirements of this provision, including the activities prohibited, the action that will be taken in response to violations, and the mechanism(s) for reporting allegations;
 - (iii) A description of how beneficiaries and local community members:
 - A. Are made aware of the prohibited activities,
 - B. How they may report allegations, and
 - C. How (A) and (B) are carried out in a manner that is inclusive, culturally appropriate, and sensitive to the context;
 - (iv) Safe, accessible, and publicly available reporting mechanism(s) that may be integrated with any existing or similar such mechanisms, for anyone to confidentially report exploitation, sexual abuse, child abuse, and child neglect, with appropriate safeguards to protect whistle-blowers and survivors, including express protection against retaliation for reporting, and documented procedures for protecting personally

identifiable information (PII) from unauthorized access and disclosure;
and

- (v) Appropriate measures to protect survivors of or witnesses to activities prohibited in paragraph (b)(1) of this provision and not prevent or hinder cooperating fully with U.S. Government authorities.
- (2) The recipient must provide a copy of the compliance plan to the Agreement Officer upon request.

(d) Notification.

- (1) The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at **disclosures@usaid.gov**, with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and
- (2) As soon as practicable, the recipient must provide in writing, as specified above: (i) additional information on any actions planned or taken in response to the allegation; and (ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident.
- (3) The Agreement Officer authorizes M/MPBP/RSC to correspond with the recipient for further information relating to the notification.
- (4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.

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

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

[End of Provision]

M14. MANDATORY DISCLOSURES (JUNE 2023)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients and contractors must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

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

[End of Provision]

M15. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).

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

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[End of Provision]

M16. CONFLICT OF INTEREST (August 2018)

- a. A conflict of interest in the award, administration, or monitoring of subawards arises when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to

subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.

- b.** The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The recipient safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- c.** The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
- d.** The recipient must have a system or systems in place to address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward regardless of the amount funded under this award.
- e.** The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.
- f.** Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- g.** The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.
- h.** For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
- i.** The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[End of Provision]

M17. EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)

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

Definitions:

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

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

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

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

- c. Program Monitoring and Data Reporting:** The recipient must monitor EVs' progress during their program and ensure that problems are identified and resolved quickly. The Agreement Officer's Representative (AOR) will arrange for the TEAMS helpdesk (TEAMS@usaid.gov) to provide the recipient with access

to and instructions for using USAID's TEAMS, where the recipient will report and manage EV data.

- d. **Health and Accident Insurance:** The recipient must enroll EVs in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 252 Visa Compliance for Exchange Visitors. Any dependent(s) must provide proof of health insurance.
- e. **Immigration Requirements:** The recipient must ensure that all EVs obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).
- f. **Language Proficiency:** The recipient must verify that an EV is proficient in English if the individual will undertake a U.S.-based Exchange Visitor program that is conducted in English. Even if accompanied by an interpreter, the EV must have sufficient English language skills to understand and respond to basic questions at the U.S. port of entry. USAID cannot waive this external requirement of English language proficiency determination (see [22 CFR 62.10\(a\)\(2\)](#)). Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.
- g. **Pre-arrival Orientation:** The recipient must ensure that EVs receive pre-arrival orientation to prepare them for their trip to the United States. Pre-arrival orientation as set forth in 22 CFR 62.10(b) covers program objectives, administrative and policy review, cultural aspects, and training/learning methods, and USAID's conditions of sponsorship.
- h. **Conditions of Sponsorship:** The recipient must ensure that all EVs read and sign the Conditions of Sponsorship for U.S.-Based Activities form ([AID Form 252-1](#)). The recipient immediately must report to the Responsible Officer any known violations by EVs. The Responsible Officer is the designated official in charge of maintaining USAID's official designation as an EV program sponsor (see [ADS 252](#)).
- i. **Fly America:** If applicable, the recipient must comply with the Fly America Act requirements for international air travel and transportation required for EVs and any authorized dependents under this award.

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

The Paperwork Reduction Act of 1980 ([44 U.S.C. chapter 35](#)) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget

(OMB) before collecting information from ten or more members of the public. The information collection and recordkeeping requirements contained in [ADS Chapter 303](#) and its mandatory references have been approved by OMB.

Standard Provision	Burden Estimate	OMB Approval Number	Expiration Date
Debarment and Suspension	4 hours	0412-0510	09/30/2025
Ocean Shipment of Goods	4 hours	0412-0510	09/30/2025
Trafficking in Persons	8 hours	0412-0510	09/30/2025
USAID Implementing Partner Notices (IPN) Portal Assistance	4 hours	0412-0510	09/30/2025
Mandatory Disclosures	40 hours	0412-0510	09/30/2025
Conflict of Interest	8 hours	0412-0510	09/30/2025
Fly America Act Restrictions	4 hours	0412-0510	09/30/2025
Voluntary Population Planning Activities – Supplemental Requirements	8 hours	0412-0510	09/30/2025
Investment Promotion	8 hours	0412-0510	09/30/2025
Reporting Host Government Taxes	1 hour	0412-0510	09/30/2025
Protection of Human Research Subjects	24 hours	0412-0510	09/30/2025
Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect	20 hours	0412-0624	8/31/2026

[END OF PROVISION]

M19. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

PRESCRIPTION: *In accordance with the policy in [ADS 303.3.30](#), Agreement Officers (AOs) must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert “Construction is not eligible for reimbursement under this award” in section d) of this provision. **Note that Agency policy prohibits construction under grants, including fixed amount grants.** If the award permits construction activities based on the policy above (or as authorized by waiver or exception), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that construction activities are explicit in the award’s budget and any milestone plan.*

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

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.
 - (ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- (3) What to report. The recipient must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal

entities.

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

c. Reporting of Total Compensation of Subrecipient Executives.

- (1) Applicability and what to report. Unless the recipient is exempt, as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, it must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

- (i) In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
- (2) Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph c.(1) of this award term:
- (i) To the recipient.
 - (ii) By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

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

e. Definitions.

For purposes of this award term:

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

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

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

[END OF PROVISION]

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

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

a. Ineligible and Restricted Commodities and Services:

- (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,

- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment and Suspension” and Standard Provision, “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals” must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

b. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see:

<http://www.usaid.gov/ads/policy/300/310>.

c. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

d. This provision must be included in all subagreements, including subawards and contracts, which include procurement of the commodities or services specifically listed as or in milestones.

[END OF PROVISION]

RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)

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

FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)

- a. The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- b. In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation in accordance with the record retention requirements of this award. The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (1) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).
 - (2) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):
 - a. Australia on an Australian airline,
 - b. Switzerland on a Swiss airline, or
 - c. Japan on a Japanese airline;
 - (3) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
 - (4) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
 - (5) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
 - (6) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (2) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (3) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

This provision must be included in all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

OCEAN SHIPMENT OF GOODS (JUNE 2012)

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
USAID Annex
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

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

- (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

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

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

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.	

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

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

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

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

Prepared by (name and title):

Signed:

Date:

Annex D

GBL CC01 Código de Conducta de la Compañía (Política de Cumplimiento)

Aprobado por:	Director General	Tipo de política:	GBL
		Política número:	GBL CC01
Funcionario responsable:	Director Gerente de Efectividad Organizacional	Versión:	1.4
		Fecha de entrada en vigor:	27 de julio de 2021

Historial de revisiones

Versión	Fecha de entrada en vigor	Aprobado por	Resumen de cambios
1.0	1 de septiembre de 2015	Director General	ND
1.1	1 de noviembre de 2017	Director General	Actualizado para alinearse con las asociaciones comerciales regionales
1.2	10 de agosto de 2019	Director General	Inclusión de lugares de trabajo respetuosos y protecciones y otras actualizaciones.
1.3	27 de febrero de 2020	Director General	Actualización de protección infantil obligatoria
1.4	27 de julio de 2021	Director General	Funcionario responsable actualizado

Declaración

Este es un documento controlado. El documento maestro está publicado en el sitio web de la Compañía. Los representantes podrán imprimir este documento para capacitaciones y referencia, pero tienen la responsabilidad de revisar el sitio web de la Compañía regularmente para obtener la versión actual

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1. Propósito

Esta Política describe el enfoque de la Compañía sobre cómo realizar negocios en todo el mundo. La Compañía está comprometida a operar en todo el mundo de una manera coherente con estándares de conducta elevados, incluyendo las mejores prácticas en integridad y ética, antidiscriminación, anti acoso, protección infantil, prevención de la explotación y el abuso sexual, salud y seguridad, anticorrupción y otras áreas para promover una buena gestión y el impacto positivo.

2. Aplicabilidad

Esta Política es aplicable a nivel internacional, en todas las operaciones de la Compañía y para todos sus representantes. También se aplica a todas aquellas empresas con las que la Compañía posee una participación mayoritaria y en cualquier proyecto en el que la Compañía tenga la responsabilidad de las funciones del funcionario responsable. Cualquier variación de esta Política requiere la aprobación del funcionario responsable.

La empresa cuenta con directrices, procedimientos operativos estándares (POE), procesos comerciales y herramientas para respaldar la implementación de esta política.

El funcionario responsable, con información de la empresa según corresponda, debe elaborar e implementar las directrices, los procedimientos operativos estándares (POE), los procesos comerciales y las herramientas relacionadas.

Las directrices, los procedimientos operativos estándares (POE), los procesos comerciales y las herramientas pueden variar en distintos entornos operativos si lo requiere la legislación local, las normas y regulaciones del cliente y otros factores, sujeto a la aprobación del funcionario responsable.

3. Definiciones

“Soborno” significa ofrecer, prometer o proporcionar directa o indirectamente una ventaja financiera o de otro tipo (incluida la hospitalidad) a otra/s persona/s para:

- Inducir o alentar a la otra/s persona/s para que lleve a cabo una función en forma indebida;
- Inducir o alentar a la otra/s persona/s para que acelere una acción de gobierno de rutina
- (ver “pago para agilizar trámites”); o
- Recompensar a la otra/s persona/s para que desempeñen una función en forma indebida.

“Intimidación” significa comportamiento repetido no razonable el cual va desarrollándose a lo largo del tiempo el cual es la causa o tiene el potencial de causar daño a otra persona o personas.

“Proceso operativo de Compañía” significa una secuencia de tareas vinculadas y decisiones relacionadas que dan como resultado o contribuyen a la entrega de un producto o servicio.

“Niño/a” o “Niños/as” persona o personas menores de 18 años, independientemente de la mayoría de edad/consentimiento en el país correspondiente. Donde la mayoría de edad/consentimiento en el país correspondiente sea toda persona de 18 años o mayor, en cuyo caso se aplicará y prevalecerá la edad límite más elevada.

“Abuso infantil” se refiere a todas las formas de abuso físico, maltrato emocional, abuso sexual y explotación, negligencia o trato negligente, explotación comercial (por ejemplo, con fines económicos) u otra explotación de un niño e incluye cualquier acción que resulte en daño real o potencial a un niño.

“Material de abuso infantil” se refiere a material que muestra (expresamente o implícitamente) a un niño como víctima de tortura, crueldad o abuso físico.

“Material de explotación infantil” se refiere a material que independientemente de su forma, se clasifica como material de abuso infantil o material de pornografía infantil.

“Material de pornografía infantil” se refiere a material que muestra a una persona, o a una representación de una persona, que es menor de 18 años, o parece serlo, y está involucrada o parece estar en una pose o actividad sexual, o está en presencia de una persona que actúa o parece estar involucrada en una pose o actividad sexual, y lo hace de una manera que cualquier persona razonable consideraría como ofensiva bajo toda circunstancia.

“Cliente” significa cualquier persona o entidad que contrate a la Compañía para la entrega de bienes o prestar servicios.

“Acto sexual con fines de lucro” significa cualquier acto sexual por el cual se entrega o recibe algo de valor.

“Cumplimiento” significa el cumplimiento de las leyes, códigos, reglamentos, normas, estándares, políticas y directrices sobre conducta, gestión y transacciones comerciales adecuadas.

“Conflicto de intereses” significa cuando los intereses de un representante son (o potencialmente son) inconsistentes o se oponen de alguna manera a los intereses de la Compañía, los clientes de la Compañía o las partes interesadas de la Compañía.

“Compañía” significa Palladium Group Holdings Pty Ltd y todas sus filiales o empresas relacionadas.

“Corrupción” significa el abuso o la perversión del poder conferido, incluida la expectativa de imparcialidad, para obtener beneficios propios o beneficios ilegales.

“Discriminación” significa cualquier trato injusto o distinción arbitraria basada en características personales como edad, género, orientación o identidad sexual, discapacidad, estado civil o parental, embarazo, creencia o actividad religiosa, creencia o actividad política, raza (incluyendo color, nacionalidad de origen o etnicidad) o ciudadanía.

“Diversidad” significa las diferencias individuales y la variedad de características que todos aportamos a la Compañía.

“Obligación de cuidar” significa la obligación de la Compañía de tomar las medidas razonables para evitar daños previsibles a cualquier representante y ofrecer un sistema de trabajo seguro.

“Pago para agilizar trámites” significa un pago directo o indirecto a un Funcionario Público para llevar a cabo o acelerar la ejecución de una acción gubernamental de rutina. Las acciones gubernamentales de rutina incluyen, entre otras, el despacho de aduanas, el procesamiento de visas y la programación de inspecciones.

“Fraude” significa obtener un beneficio en forma deshonesto o provocar una pérdida por medio deshonesto u otro medio inapropiado.

“Tráfico de influencias” significa el uso indebido de la autoridad para beneficio personal.

“Directrices” significa las elaboraciones escritas sobre la política de la Compañía que proporciona más información e interpretaciones sobre cómo implementar la política

“Principios básicos” significa los principios con los que todos los representantes de la Compañía se comprometen a alinear sus comportamientos para crear y ofrecer una cultura exitosa de la Compañía.

“Acoso” significa cualquier comportamiento indebido e indeseado que hace que una persona se sienta amenazada, intimidada, degradada, humillada u ofendida.

“Inclusión” significa garantizar que existan las condiciones adecuadas para que todas las personas puedan alcanzar su máximo potencial independientemente de sus características personales, antecedentes socioeconómicos o tipo de personalidad.

“Propiedad intelectual” significa los derechos incluyendo, entre otros, patentes, derechos de autor y marcas registradas con respecto a bienes y/o servicios y otros materiales que tengan una relación directa con o que sean producidos, preparados o recopilados como consecuencia de o durante el curso de la ejecución de un acuerdo o contrato con la Compañía.

“Información de identificación personal” significa cualquier información que potencialmente pueda identificar a una persona específica o cualquier información que pueda usarse para distinguir a una persona de otra y pueda usarse para divulgar datos anónimos.

“Privacidad” significa el derecho de una persona a controlar el acceso a su información de identificación personal.

“Acto prohibido” significa cualquier ofensa conforme a cualquier ley aplicable en cualquier jurisdicción.

“funcionario público” significa un funcionario o empleado ejecutivo, administrativo, legislativo o judicial elegido o designado de un país, estado, territorio o subdivisión política del mismo; un funcionario o empleado de una organización internacional pública; o un funcionario o empleado de una empresa pública u organismo público, incluidos funcionarios o empleados de entidades estatales o controladas por el estado. Además, el funcionario público incluye a cualquier persona que desempeñe una función pública o ejerza autoridad pública, ya sea por empleo o contrato, para cualquier poder del gobierno nacional, estatal, local o municipal de cualquier país o territorio. Funcionario público también incluye a los empleados o funcionarios de partidos políticos, así como a candidatos a cargos políticos.

“Representante” significa un empleado o cualquier persona que tenga una relación contractual individual independiente con la Compañía, ya sea como contratista, consultor o agente de la Compañía. Esto incluye a los directores no ejecutivos de la junta.

“Salvaguardar” significa cualquier acción tomada por la Compañía para proteger de cualquier daño a los beneficiarios y a las comunidades con las que trabajamos, a nuestros representantes y clientes.

“Valores” significa acciones, bonos, pagarés u obligaciones, así como opciones, certificados e instrumentos similares relacionados con dichas acciones, bonos, pagarés u obligaciones.

“Abuso sexual” es cualquier contacto físico real o amenaza de contacto físico de naturaleza sexual, ya sea por la fuerza o en condiciones de desigualdad o de coerción.

“Explotación sexual” significa cualquier abuso real o intento de abuso de posición de vulnerabilidad, poder diferencial o confianza, con fines sexuales, incluyendo, entre otros, el aprovechamiento monetario, social o político proveniente de la explotación sexual de otra persona.

“Acoso sexual” significa insinuaciones sexuales no deseadas, la solicitud de favores sexual, conducta o gesto verbal o físico de naturaleza sexual, o cualquier otro comportamiento de naturaleza sexual que razonablemente se pueda esperar o percibir que ofenda o humille a la otra persona. Cualquier género puede ser víctima o victimario.

Los “Procedimientos operativos estándares” o “POE” son las descripciones escritas detalladas de los procesos comerciales que tienen como objetivo garantizar la coherencia y la calidad en la ejecución de cualquier proceso.

“Herramienta” significa plantillas, formularios, cuadros, material informativo y cualquier otro material prescrito para utilizar en conjunto con un elemento de una política, directriz, proceso de negocio y los POE.

"Trata de personas" significa el reclutamiento, transporte, traslado, albergue o recepción de personas, mediante la amenaza o el uso de la fuerza u otras formas de coerción, secuestro, fraude, engaño, abuso de poder o una posición de vulnerabilidad o la entrega o recepción de pagos o beneficios para obtener el consentimiento de una persona que tiene control sobre otra persona, con fines de explotación.

4. Política

4.1. Integridad y ética

4.1.1. Integridad general

La conducta de la Compañía refleja directamente los principios rectores de la Compañía.

Los representantes deben:

- Respetar y cumplir todas las leyes y reglamentos aplicables, incluyendo las obligaciones de los tratados relevantes y las políticas internas, tanto en los países en los que la Compañía está constituida como, si fuera diferente, en los países donde la Compañía está haciendo negocios;
- Leer y cumplir con todas las políticas, directrices, Procedimientos operativos estándares y procesos comerciales;
- Hacer negocios de manera honrada, honesta, diligente, transparente y ética;
- Tratar a los clientes, representantes, comunidades con las que trabajamos y otras personas con quienes interactuamos, de manera justa, humana y con el debido respeto por sus derechos humanos y obligaciones;
- Respetar las diferencias culturales entre clientes, representantes y otras personas con quienes interactuamos y comportarse de manera que no refleje una imagen negativa de la Compañía, sus accionistas, clientes, socios o la comunidad en general y
- Cumplir con los compromisos y mantener la confianza.

4.1.2. Responsabilidad

La Compañía responsabiliza a sus representantes por su conducta y espera que todos los representantes y otras personas con las que la Compañía hace negocios cumplan con la letra y el espíritu de esta Política. Para garantizar el cumplimiento de esta Política, la Compañía solicita a sus representantes que:

- Revisen esta Política y se comprometan a cumplirla;
- Se aseguren de que las preguntas sobre esta Política se aborden rápidamente y que todos los representantes sepan cómo buscar asesoramiento para cumplir con esta Política;
- Se aseguren de que cualquier conducta que no cumpla con la Política sea informada por cualquier medio, incluyendo correo electrónico, teléfono o el sistema de denuncia de irregularidades de la Compañía tan pronto como sea posible e
- Informen sobre cualquier conducta ilegal o poco ética conocida o supuesta relacionada con la Compañía.

Se recomienda la autodenuncia en caso de incumplimiento.

La Compañía investigará cualquier denuncia creíble de una violación de esta Política o cualquier conducta poco ética o ilegal.

4.1.3. Transparencia y Sistema de registro

La Compañía se compromete con la transparencia en todas las transacciones comerciales. La Compañía posee un sistema de registro integral. Los representantes deben asegurarse de que todos los registros oficiales estén identificados en forma adecuada y que se los mantenga de acuerdo con la Política de gestión de registros. Los registros deben ser verdaderos y precisos y se prohíbe cualquier uso, edición o manejo indebido intencional de los registros oficiales.

4.1.4. Obligación de Cuidado

Los representantes deben cumplir con el deber de cuidar de la Compañía, y la Compañía gestionará los riesgos asociados con el desempeño del trabajo. La Compañía es responsable por todos los arreglos de seguridad y será responsable de la salud, seguridad y protección de las personas en el desempeño de su trabajo y de la propiedad de la Compañía. La Compañía posee niveles apropiados de seguros para proteger los intereses de la Compañía y de sus representantes.

4.1.5. Impuestos

La Compañía cumple con todas las obligaciones de pagar impuestos, aranceles y cargos impuestos o gravados en los países en los que la Compañía está constituida y en los países en los que la Compañía hace negocios según lo exige la ley, incluidos todos los impuestos, derechos y otros cargos legales y/o cualquier otro monto pagadero al personal en la jurisdicción pertinente.

4.1.6. Adquisiciones

La Compañía cree en la competencia leal y compite de manera honesta, transparente y justa por las oportunidades comerciales. La Compañía siempre busca superar a la competencia de manera justa y honesta y busca una ventaja competitiva a través de un mejor desempeño. La Compañía no confabulará con los competidores cuando presente ofertas para contratos y, si la Compañía se entera de un caso de confabulación, se investigará y se informará sin demora. Los representantes deben cumplir con todas las leyes y regulaciones de adquisiciones aplicables. En un proceso de licitación, los representantes, en la medida de sus capacidades, proporcionarán información precisa y veraz y no tergiversarán los enfoques, capacidades o precios de la Compañía.

En ningún caso, los representantes deben solicitar o recibir un trato preferencial o privilegios especiales o hacer uso de información de la que no estén autorizados a poseer, incluyendo documentos que no hayan tomado estado público u otros datos privilegiados, incluyendo información divulgada por la Compañía en virtud de acuerdos de confidencialidad. Los representantes no deben aprovechar en forma injusta o indebida de ninguna persona a través de la manipulación, el ocultamiento, el abuso de información privilegiada, la tergiversación de hechos o cualquier otra práctica comercial ilegal o poco ética. Los representantes no intentarán influir a los funcionarios públicos o a los clientes por medio de pagos, regalos, ofertas de empleo o de cualquier otra conducta ilegal.

4.1.7. Anticorrupción/Soborno/Tráfico de influencias¹

La Compañía está comprometida con la honestidad, la transparencia y la equidad, y tiene cero tolerancia al soborno, incluido el pago para agilizar trámites y el tráfico de influencias. La Compañía rechaza la corrupción en todas sus formas y cumple con la letra y el espíritu de todas las leyes y reglamentaciones anticorrupción aplicables. Los representantes de la compañía deben:

- ❶ Rechazar la corrupción en todas sus formas, incluyendo el soborno, los pagos para agilizar trámites, el tráfico de influencias o cualquier acto prohibido;
- ❷ Comprender y reconocer que el soborno y el tráfico de influencias son ilegales y, por lo tanto, están terminantemente prohibidos cualquiera sea la jurisdicción o circunstancia;
- ❸ Adoptar y hacer cumplir todas las políticas que eviten la corrupción al hacer negocios;
- ❹ Asegurarse de que ningún funcionario público se beneficie financieramente ni de ninguna otra manera ilegal por la relación con la Compañía (o con cualquier Cliente);
- ❺ Operar con un sistema adecuado de controles contables internos y mantener registros precisos que documenten las transacciones relevantes e
- ❻ Informar de inmediato a su supervisor y/o al/ la Director/a del Proyecto o, cuando no haya un Proyecto, a un socio comercial, si se descubre información que indique que se ha cometido, solicitado o sugerido de algún modo un acto prohibido por cualquier persona, incluido un funcionario público o un individuo, en relación con, o que trabaje para la Compañía.

Los representantes de la Compañía no deben:

- ❶ Cometer o intentar cometer en forma directa o indirecta cualquier acto prohibido, incluyendo, soborno, tráfico de influencias o un pago para agilizar trámites;
- ❷ Recibir un soborno en forma directa o indirecta;
- ❸ Utilizar su autoridad para beneficio personal u
- ❹ Ofrecer, proporcionar o recibir obsequios, beneficios, hospitalidad, ventajas, cortesías o invitaciones a entretenimientos ilegales por parte de un funcionario público si una persona razonable podría interpretar la oferta, entrega o recepción como un acto prohibido relacionado con las obligaciones, estado o autoridad del representante.

La hospitalidad está permitida en circunstancias específicas. Se permite la hospitalidad de buena fe u otros gastos comerciales con el objetivo de presentar a la Compañía o sus productos o servicios, o establecer relaciones cordiales. Sin embargo, la hospitalidad o los gastos de promoción pueden malinterpretarse como soborno, y los representantes deben tener en cuenta las apariencias y las percepciones y no ofrecer hospitalidad en aquellos casos en los que podría confundirse con la intención de influir en un funcionario para asegurar una ventaja comercial, desempeñar una función en forma inadecuada o acelerar el desempeño de una acción gubernamental de rutina.

La recepción y la entrega de obsequios, beneficios o entretenimientos deben notificarse en los registros correspondientes que se mantienen para ese propósito de acuerdo con un proceso comercial relevante.

¹ Todas las entidades reguladas por la FCA deben dirigirse al Oficial de Cumplimiento del cluster para orientación sobre Regalos y Entretenimiento

4.1.8. Propiedad intelectual

Toda la propiedad intelectual desarrollada durante el empleo en la Compañía, ya sea de forma permanente o durante un plazo determinado, sigue siendo propiedad de la Compañía o, cuando se especifique en el contrato, propiedad de sus Clientes.

Los representantes deben cumplir con todas las leyes, reglas y reglamentaciones aplicables, políticas y procedimientos de la Compañía, y políticas y procedimientos contractuales de los Clientes que cubran los derechos de propiedad intelectual.

4.1.9. Integridad científica

La Compañía se compromete con los más elevados estándares de integridad científica al realizar cualquier trabajo basado en la ciencia y orientado a la investigación. Esto incluye garantizar que la investigación y el trabajo basado en la ciencia se basen en enfoques documentados, que estén respaldados por datos e información validadas, y que los resultados y conclusiones sean independientes e imparciales.

Los representantes deben asegurarse de que no existan conflictos de intereses reales o percibidos que puedan sesgar el trabajo que están llevando a cabo o cuestionar la validez o precisión de su trabajo. Los representantes de la Compañía no falsificarán, fabricarán ni tergiversarán los datos o resultados, aunque sean presionados para hacerlo por fuentes internas o externas. Se debe otorgar el debido crédito cuando el trabajo no es de la Compañía. Si la Compañía está involucrada en algún trabajo de investigación en el que participen seres humanos, se debe cumplir con los más elevados estándares, consideraciones éticas, leyes, normas y regulaciones aplicables y tener mucho cuidado de interactuar con cualquier ser humano con empatía y respeto.

4.1.10. Fraude/Desperdicio/Abuso

La Compañía no tolera actividades fraudulentas, el desperdicio de recursos de la Compañía o del Cliente o el abuso de autoridad por parte de sus representantes. Los representantes deben evitar, detectar y denunciar el fraude, desperdicio, abuso o cualquier otro acto prohibido del que tengan conocimiento o que razonablemente deberían haber sabido. Las inquietudes se pueden informar al supervisor o al/ a la Director/a del Proyecto. El mecanismo de denuncia de irregularidades de la Compañía también está disponible para informar violaciones confirmadas o supuestas. En caso de llevarse a cabo una investigación, los representantes deben cooperar íntegramente.

4.1.11. Conflictos de interes

La compañía cree en negocios abiertos y transparentes. Los representantes deben separar sus propios intereses personales con los de la Compañía. Un conflicto de intereses surge cuando, por ejemplo, un representante o cualquier miembro de su familia directa, su pareja, una organización que emplea o está a punto de emplear cualquiera de los anteriores, o cualquier empleo externo en el que el representante participe, tiene un interés financiero o de otro tipo, o recibirá un beneficio personal tangible a partir de una acción tomada por el representante. Los conflictos de interés reales o potenciales deben informarse de inmediato al gerente de línea del representante y al a la directora/a del Proyecto o, cuando no haya un Proyecto involucrado, a un socio comercial para que se puedan tomar medidas para gestionar y mitigar el conflicto de interés, incluyendo, pero no limitado a la exclusión del representante de cualquier decisión relevante

Las relaciones sexuales entre los representantes de Palladium y / o con otras personas relacionadas con los proyectos o proveedores de la Compañía pueden dar lugar a un conflicto de interés y son totalmente desaconsejadas. Por lo tanto, todas y cada una de esas relaciones deben informarse a la Compañía a través del/la supervisor/a del representante o el líder de Recursos Humanos.

Si un representante esté sujeto a códigos o normas de conducta que no sean las contenidas en las políticas, directrices, procedimientos operativos estándares o procesos comerciales de la Compañía (como otros códigos profesionales), y surge un conflicto entre estos códigos, es responsabilidad del representante comunicar el conflicto al supervisor/a del representante para su resolución

4.2. Privacidad y protección de la información

4.2.1. Protección de privacidad, responsabilidades y expectativas

La Política de privacidad de la Compañía establece los detalles sobre la recopilación, el almacenamiento, el uso, la divulgación, el acceso y la corrección de la información de identificación personal por parte de la Compañía.

La protección de la información sensible y de identificación personal y la prevención de su uso indebido son esenciales para garantizar que la Compañía mantenga los más elevados estándares de conducta profesional, incluido el cumplimiento de la legislación de protección de datos en cualquier lugar que la Compañía lleve a cabo sus negocios. Los representantes, socios u otras organizaciones con las que hacemos negocios, los clientes y los beneficiarios tienen derecho a estar protegidos contra la violación injustificada de su privacidad como consecuencia de la recopilación, mantenimiento, uso y difusión de su información personal. La Compañía se dedica a proteger la información que poseemos y a prevenir acciones que podrían causar daño, vergüenza, molestias o ser injustas para cualquier persona con la que la Compañía tenga una relación.

Todos los representantes tienen la responsabilidad de proteger la información sensible y de identificación personal de cualquier exposición no autorizada y de reducir el volumen y los tipos de información de identificación personal a solo lo necesario para las funciones comerciales. Los representantes deben proteger la información de identificación personal que recopilen, manejen, mantengan, y transmitan y deben utilizar métodos adecuados de recolección, almacenamiento, transmisión y eliminación. Además, los representantes no deben acceder a la información de identificación personal que no necesiten para llevar a cabo sus funciones laborales y no deben divulgar la información de identificación personal a partes no autorizadas.

En caso de no proteger la información de identificación personal puede dar lugar a medidas disciplinarias o al despido. Todos los representantes tienen la obligación de notificar a su supervisor si descubren una violación de la privacidad verdadera o potencial.

No existen expectativas razonables de privacidad por parte de los usuarios de los sistemas de información de la Compañía. Esto significa que cualquier información que pase o se almacene en un sistema de la Compañía puede ser monitoreada, interceptada, buscada y confiscada por la Compañía. Además, cualquier información que transite o se almacene en un sistema de la Compañía puede divulgarse o usarse para cualquier propósito gubernamental legítimo, incluidos los de cumplimiento de la ley, salud pública o seguridad.

4.2.2. Acceso y protección de la información

Al desempeñar sus funciones, los representantes pueden tener acceso a muchas fuentes de información, confidenciales o de otro tipo. Toda información proporcionada como parte de las obligaciones de un representante o cualquier información a la que tenga acceso el representante debe usarse solo para fines oficiales. Los representantes no harán ningún uso no autorizado, inapropiado o ilegal de la información que se les haya facilitado al desempeñar sus funciones. Además, los representantes no accederán a la información sin un propósito oficial relacionado con el desempeño de sus funciones.

4.2.3. Acceso y protección de recursos

En el desempeño de sus funciones, los representantes también deben proteger los recursos de la Compañía. Los representantes deben:

- Usar o administrar recursos humanos y materiales de manera eficiente y efectiva;
- Evitar el desperdicio, mal uso y abuso de los recursos de la Compañía, y conservar y proteger los activos de la Compañía;
- Asegurarse de que todas las instalaciones, recursos físicos y otros bienes pertenecientes o arrendados por la Compañía reciban el debido cuidado y mantenimiento, y
- Presupuestar en forma honesta.

4.2.4. Uso de sistemas de tecnología de comunicación de información

Todos los sistemas de tecnología de comunicación de información de la Compañía, incluido el correo electrónico y cualquier red de comunicaciones de computadora conectada, servidor, estación de trabajo de computadora individual, computadora portátil o teléfono inteligente solo pueden ser usados para fines comerciales, sujeto a lo siguiente: La Compañía permitirá el uso personal limitado de los sistemas de tecnología de la información siempre que el uso personal no interfiera con el trabajo del representante ni incurra en un gasto inadmisibles para la Compañía. El uso de los sistemas de tecnología de la información por parte de los representantes es un privilegio comercial y, como tal, la Compañía se reserva el derecho de tomar medidas disciplinarias, que pueden incluir hasta el despido, por violaciones relacionadas con el uso de los sistemas de tecnología de la información.

Los siguientes son algunos ejemplos de acciones inaceptables y, por lo tanto, prohibidas que involucran los sistemas de tecnología de la información de la Compañía. Las acciones incluyen, entre otras:

- Uso excesivo de los sistemas de tecnología de comunicación de información de la Compañía para uso personal;
- Uso intencionalmente ineficiente o derrochador de los activos o recursos de la Compañía;
- Acceso o uso no autorizado de cualquier sistema de tecnología de comunicación de información;
- Interrupción intencional del servicio de Internet de la Compañía, el servicio de Internet de un tercero y / o Internet global;
- Comprometer o dañar la integridad o el uso indebido de cualquier activo o recurso de tecnología de comunicación de información de un anfitrión (host) / servidor;
- Comprometer la privacidad de cualquier usuario de la Compañía o de terceros;
- Violar las normas, reglamentaciones o políticas de información en la jurisdicción en la que el representante trabaja o viva;
- Comprometer información de propiedad corporativa o confidencial y
- Usar sistemas de tecnología de comunicación de información para violar políticas o procedimientos corporativos, incluido el envío o reenvío de correos electrónicos que violen cualquiera de las políticas de la Compañía.

Si bien la Compañía tiene software para detectar virus conocidos, los representantes deben ser conscientes de que el software pirata, el correo electrónico o el uso básico de Internet pueden infectar con virus su computadora, la red corporativa y los sistemas de tecnología de la información más

amplios. Se debe tener cuidado al abrir correos electrónicos y archivos de remitentes desconocidos y descargar contenido de Internet.

Los representantes que no estén seguros de sus obligaciones en relación con cualquier aspecto del uso del sistema de tecnología de comunicación de información en el lugar de trabajo deben comunicarse con el soporte de tecnología de comunicación de información local para solicitar asesoramiento y asistencia.

4.3. Lugar de trabajo respetuoso

La Compañía apoya la diversidad y la inclusión, y se compromete a fomentar un ambiente laboral positivo en el que todos los representantes sean tratados con respeto y dignidad. Fomentamos una cultura diversa, inclusiva y respetuosa, brindando a todos los representantes la oportunidad de alcanzar su máximo potencial y contribuir con el éxito de la Compañía. Nos comprometemos a crear oportunidades inclusivas para todos los representantes y aquellos que busquen empleo en la Compañía. La Compañía fomenta un lugar de trabajo sin discriminación.

Se espera que todos los representantes se comporten en forma profesional y respetuosa en el lugar de trabajo, en los eventos de la Compañía y / o en cualquier circunstancia al representar a la Compañía. Esto incluye viajes de negocios y durante el tiempo destinado a eventos sociales relacionados con la Compañía, ya sea dentro o fuera de las instalaciones de la Compañía y dentro o fuera del horario de trabajo.

La discriminación, el acoso y la intimidación son inaceptables en cualquiera de sus formas. Los representantes deben cumplir con los requisitos de este Código de Conducta y denunciar de manera proactiva todo hecho de discriminación, acoso, intimidación u otras violaciones de la política de la Compañía.

El mal desempeño en la gestión o la mala conducta no constituyen discriminación, acoso o intimidación cuando se lleva a cabo de acuerdo con las directrices correspondientes de la compañía.

4.3.1. Antidiscriminación

La compañía valora la diversidad y emplea y se asocia con individuos y organizaciones de una amplia gama de orígenes, culturas y razas. La Compañía se compromete a mantener un lugar de trabajo abierto, inclusivo y sin discriminación.

La Compañía se dedica a promover un lugar de trabajo accesible e inclusivo en el que se considerarán todos los requisitos y solicitudes de accesibilidad razonables y, cuando sea razonablemente posible, se realizarán las adaptaciones necesarias.

Los representantes no deben participar en ningún tipo de discriminación que incluya, entre otros, lo siguiente:

- ❶ No contratar ni ascender a representantes en función de cualquier característica personal que no sea relevante para los requisitos de su función;
- ❷ Despedir a representantes basándose en cualquier característica personal irrelevante;
- ❸ Negarse a proporcionar adaptaciones razonables para aquellos representantes con discapacidades, y
- ❹ Negarse a justificar la asistencia de representantes a citas documentadas y médicamente necesarias en relación con una característica personal.

4.3.2. Políticas en contra del acoso

No se acepta ni tolera el acoso de cualquier tipo dentro o fuera del lugar de trabajo. Puede incluir un incidente único o una serie de incidentes. Los representantes no deben participar en ningún tipo de acoso.

4.3.3. Políticas en contra de la intimidación

No se acepta ni tolera la intimidación dentro o fuera del lugar de trabajo, o dentro o fuera del horario de trabajo, cuando las partes involucradas también son representantes.

4.3.4. Reclamos

La Compañía fomenta un entorno abierto en el que todos los representantes pueden plantear sus inquietudes, quejas o reclamos relacionadas con el trabajo de manera justa, honesta y responsable. La Compañía reconoce que, para lograr un ambiente de trabajo justo, equitativo y productivo, debe haber un proceso transparente y consistente para resolver reclamos. En la medida de lo posible, la Compañía tiene como objetivo lograr una solución justa y rápida de los reclamos individuales planteados por los representantes en el curso de su trabajo o en la interacción con la Compañía. En el caso de que un representante se sienta inhibido para abordar el asunto directamente con su supervisor, el director/a o a través de Recursos Humanos, debe usar el mecanismo confidencial de denuncias de irregularidades.

4.4. Protección

La Compañía se compromete a trabajar con las partes interesadas internas y externas para proteger la seguridad y el bienestar de los beneficiarios y las comunidades con las que trabajamos, nuestros representantes y nuestros clientes. Fomentamos una cultura de protección en todo momento, y apoyamos a aquellos que han sufrido abuso.

4.4.1. Protección infantil

La Compañía se compromete a defender los valores y el propósito de la Convención de las Naciones Unidas sobre los Derechos del Niño, que exige que los Niños estén protegidos contra la realización de cualquier trabajo que pueda ser peligroso, interfiera con la educación su educación o perjudique la salud física, mental, espiritual, moral o social de este. Estas actividades están prohibidas independientemente de la jurisdicción en la que la Compañía esté constituida o haga negocios.

La Compañía tiene cero tolerancia con respecto al abuso infantil y espera el mismo compromiso por parte de sus representantes. Específicamente:

- 🕒 Establecerán y mantendrán un ambiente que promueva y permita la participación de los niños y sea acogedor, culturalmente seguro e inclusivo para todo niño y sus familias.
- 🕒 Cuando sea posible, se involucrará a los niños en la toma de decisiones sobre actividades, regulaciones y procesos que les conciernen;
- 🕒 Tratarán a niños y sus familias con respeto y valorarán sus ideas y opiniones independiente de su raza, color, género, orientación o identidad sexual, salud física o mental, idioma, religión, opinión política u otras, nacionalidad, origen étnico o social, propiedad, nacimiento u otra característica protegida y/o irrelevante.
- 🕒 Siempre que sea posible, se asegurarán de que haya otro adulto presente cuando trabajen cerca de los niños;

- Usarán los ordenadores, teléfonos móviles, cámaras de video y digitales, dispositivos electrónicos personales y redes sociales de manera apropiada, y nunca para explotar o acosar a los niños o acceder al material de explotación infantil a través de cualquier medio.
- Evitarán el castigo o disciplina físicos de los niños;
- Evitarán contratar niños para trabajos domésticos u otras tareas, y
- Cumplirán con todas las leyes, normas y reglamentos aplicables en materia de protección infantil, incluidas las leyes relacionadas con el trabajo infantil.
- Responderán a cualquier inquietud o queja de abuso infantil de acuerdo con el procedimiento de gestión de quejas.
- Anunciarán de inmediato a la Compañía todos los cargos, condenas y otros resultados de cualquier delito relacionado con la explotación y el abuso infantil, incluidos (en países donde esto sea aplicable) aquellos bajo la ley tradicional o las normas y costumbres.

Los representantes:

- No usarán lenguaje ni se comportarán con los niños en forma inapropiada, acosadora, abusiva, sexualmente provocativa, degradante o culturalmente inapropiada;
- No participarán en actividades que puedan dañar física, sexual o emocionalmente a un niño.
- No involucrarán a los niños en cualquier forma de actividad sexual. El cálculo equivocado de la edad de una persona no es una excusa;
- No facilitarán el contacto personal, incluido el contacto online, con los niños asociados con proyectos o actividades de la Compañía para un propósito no relacionado con ese proyecto o actividad.
- No invitarán a niños que no estén acompañados a la casa o al lugar de residencia del representante;
- No estarán a solas con un niño innecesariamente o dormirán cerca de niños sin supervisión.
- No suministrarán alcohol o drogas controladas a los niños, excepto medicamentos bajo un plan aprobado de medicación.
- No trabajarán con niños bajo la influencia del alcohol o drogas prohibidas.
- No revelarán información personal o confidencial sobre un niño, incluidas imágenes de un niño, a menos que el niño y sus padres o tutores legales den su consentimiento, o que la política y el procedimiento de la Compañía lo exijan para informar.
- No ignorarán daño o abuso infantil, sean sospechados o revelados.

Al fotografiar o filmar a un Niño por cuestiones laborales, los representantes deben:

- Evaluar y hacer todo lo posible por cumplir con las tradiciones o restricciones locales para reproducir imágenes personales antes de fotografiar o filmar a un Niño;
- Explicar cómo se usará la fotografía y/o película y obtener el consentimiento del padre o tutor legal del niño antes de fotografiar o filmar a un niño;
- Asegurarse de que las fotografías y/o películas, si bien estén grabadas y almacenadas, presenten a los niños de manera digna y respetuosa y no de manera vulnerable o sumisa;

- Asegurarse de que los niños estén vestidos de manera adecuada y que no estén en poses que puedan considerarse sexualmente sugerentes;
- Asegurarse de que las imágenes sean representaciones honestas del contexto y de los hechos, y
- Asegurarse de que las etiquetas físicas y electrónicas de fotografías y películas no revelen información que identifique a un niño.

Los representantes tienen la responsabilidad de aplicar el sentido común y el buen criterio para evitar acciones y comportamientos que podrían interpretarse como abuso infantil.

4.4.2. Prevención de explotación sexual, abuso y acoso

La explotación sexual, el abuso sexual y el acoso sexual son conductas inaceptables y prohibidas para todos los representantes. Por ejemplo, está prohibido que los representantes participen en:

- Cualquier acto sexualmente humillante, degradante o de explotación;
- Cualquier tipo de actividad sexual con niños. El cálculo equivocado de la edad de una persona no es una excusa;
- El intercambio de dinero, empleo, bienes o servicios por sexo, independientemente de si esto es ilegal o no en el país correspondiente.

Todos los representantes deben fomentar un entorno que evite la explotación sexual, el abuso y el acoso. Los empleados de todos los niveles tienen la responsabilidad de apoyar y desarrollar sistemas que mantengan este entorno. Todos los representantes deben informar cualquier inquietud con respecto a la explotación sexual, el abuso y el acoso a través de los mecanismos de denuncia establecidos.

4.5. Medioambiente, salud y seguridad

4.5.1. Sostenibilidad y medioambiente

La Compañía participa en el desarrollo ambientalmente sostenible, promoviendo la conservación y el uso sostenible de los recursos naturales, los sitios de biodiversidad y patrimonio, así como la reducción del riesgo de desastres, asegurando el cumplimiento de la legislación de protección ambiental en los países donde la Compañía está constituida y en los países donde la Compañía trabaja.

4.5.2. Salud y seguridad

La Compañía se compromete con un entorno de trabajo seguro que proteja la salud y el bienestar de sus representantes. La Compañía cumple con todos los requisitos legislativos de salud y seguridad en el trabajo y, al hacerlo, se enfoca en acciones para prevenir daños y garantizar un cuidado razonable de todos sus representantes.

4.5.3. Lugares de trabajo sin narcóticos ni drogas

La Compañía mantiene lugares de trabajo libre de drogas y no tolera la fabricación, venta, transporte, distribución, posesión y/o uso de ninguna droga o sustancia narcótica que se considere ilegal en los países en los que la Compañía está constituida o realiza trabajos. La Compañía hace todo lo posible para garantizar que los pagos proporcionados a o por la Compañía no apoyen ni proporcionen recursos directos o indirectos a entidades y personas involucradas en el tráfico de drogas.

4.5.4. Minas antipersonas

La Compañía no hace negocios con representantes o socios comerciales que se dediquen a la venta o a la fabricación de minas antipersona o componentes utilizados en la fabricación de dichas minas.

4.6. Gobernanza internacional




4.6.1. Actividad política

La Compañía respeta y apoya los derechos de sus representantes de participar en la sociedad civil a nivel personal. Los representantes tienen la libertad de participar en actividades políticas en su país de ciudadanía, siempre que su participación no entre en conflicto con sus deberes oficiales ni sean durante las horas de trabajo y siempre que la participación no utilice los recursos de la Compañía. Los representantes que participen en actividades políticas tienen prohibido dar a entender que la Compañía respalda o está asociada de alguna manera con su actividad política u otras actividades políticas de cualquier tipo.

4.6.2. Trata de personas

La Compañía no tolera ni aprueba el transporte, la venta o la Trata de seres humanos con fines de lucro u otros fines. Estas actividades están prohibidas independientemente de la jurisdicción en la que la Compañía esté constituida o haga negocios.

Los representantes prohibirán las transacciones, el suministro de recursos y el apoyo a personas y organizaciones asociadas con la trata de personas. Además, los representantes no deben:

-  Participar en ninguna forma de trata de personas;
-  Ejercer de proxeneta en actos sexuales con fines comerciales o
-  Utilizar el trabajo forzado para realizar cualquier trabajo.





4.6.3. Terrorismo

La Compañía no tolera ni aprueba la participación, directa o indirecta, en terrorismo o en el financiamiento o apoyo a terroristas. Además, la Compañía hace todo lo posible para garantizar que los pagos proporcionados a o por la Compañía no apoyen o provean recursos directos o indirectos a entidades y personas involucradas en el terrorismo. Están prohibidas las transacciones con, y la provisión de recursos y apoyo a personas y organizaciones asociadas con el terrorismo.

4.6.4. Sanciones

La Compañía cumple con las sanciones establecidas por la comunidad internacional, incluidas, entre otras, las Naciones Unidas, la Unión Europea, la Oficina de Control de Activos Extranjeros de los Estados Unidos, la Oficina de Relaciones Exteriores y del Commonwealth del Reino Unido y el Departamento de Relaciones Exteriores y Comercio de Australia.

La Compañía cumple con las sanciones relacionadas, entre otras, con:

-  Lucha contra el narcotráfico;
-  Contraterrorismo;
-  No proliferación;
-  Controles comerciales de diamantes en bruto y

Organizaciones penales transnacionales.

Las listas de sanciones actualizadas se pueden encontrar en:

<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>

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

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

5. Deber de cumplir

Cada representante tiene la responsabilidad de cumplir íntegramente con esta Política. El incumplimiento puede dar lugar a una medida disciplinaria que incluye la terminación del contrato, la no renovación del contrato u otra medida apropiada.

6. Denuncias

Los representantes deben informar las violaciones de esta Política a su supervisor, líder corporativo y regional, Director de Proyecto, Recursos Humanos o mediante el mecanismo de denuncia de irregularidades de la Compañía.

Annex E

Formulario de diligencia debida de contratación

Sírvase proporcionar respuestas e información sobre todas las preguntas que figuran a continuación. Para cualquier respuesta que requiera más espacio del que se da en este formulario, adjunte la respuesta completa en una hoja separada. Para el evento permitido por la ley, toda la información proporcionada en este formulario se mantendrá confidencial y no se divulgará a terceros sin previo aviso y aprobación.

Parte 1 Información del proyecto

A completar por Palladium

Nombre del proyecto/actividad:

País donde se llevarán a cabo las actividades:

Descripción de las actividades a realizar por el individuo:

Parte 2 Información de identificación

A rellenar por el candidato

Nombre completo: ...

Correo electrónico: ...

Teléfono: ...

Número de documento de identidad / pasaporte:

Dirección: ...

Nacionalidad: ...

Fecha de nacimiento: ...

Parte 3 Relación con el gobierno

A rellenar por el candidato

Sírvase indicar si:	Un funcionario público actual (como se define ese término en la parte 6 a continuación)	<input type="checkbox"/> Sí	<input type="checkbox"/> No
	Un pariente cercano (es decir, madre, padre, hermana, hermano, cónyuge o hijo) de un funcionario público	<input type="checkbox"/> Sí	<input type="checkbox"/> No

Para cualquier persona identificada como pariente cercano anteriormente, proporcione su nombre (apellidos y nombre de pila), título, relación con usted y responsabilidades para el gobierno, agencia o empresa o compañía controlada por el gobierno. Si necesita espacio adicional, adjunte una hoja de papel separada.

...

Parte 4 Conducta previa

A rellenar por el candidato

¿Alguna vez ha sido investigado, acusado, condenado o implicado en una conducta criminal, corrupta, poco ética o ilegal?	<input type="checkbox"/> Sí	<input type="checkbox"/> No
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En caso afirmativo, sírvase describir las siguientes circunstancias:

...

Parte 5 Divulgaciones adicionales

A rellenar por el candidato




Proporcione cualquier información adicional a continuación que ayude a Palladium a cumplir con sus obligaciones de diligencia debida anticorrupción. Si necesita más espacio, adjunte una hoja separada.
--

...

Parte 6 Certificación anticorrupción

A rellenar por el candidato

Por la presente certifico que:

1. Que yo sepa, toda la información expuesta en esta respuesta es veraz, correcta y completa;
2. He leído la información en los sitios web que se indican a continuación y estoy familiarizado con los requisitos de estos estatutos anticorrupción:
 -  la Ley de Soborno del Reino Unido de 2010 <http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf>;
 -  Código Penal de Australia <http://www.oecd.org/daf/anti-bribery/anti-briberyconvention/2027148.pdf>;
 -  Ley de Prácticas Corruptas en el Extranjero de los Estados Unidos <http://www.sec.gov/investor/alerts/fcpa.pdf>;
3. He leído la definición de funcionario público a continuación y declaro que ni yo, ni ninguno de mis familiares inmediatos, somos funcionarios públicos, excepto como se reveló anteriormente.
4. Nunca he pagado, aprobado el pago o proporcionado de otra manera, directa o indirectamente, nada de valor a un funcionario público para ningún propósito inapropiado, corrupto o ilegal, ni lo haré; y
5. Nunca he creado una factura falsa o documentación manipulada para disfrazar hacer un pago o proporcionar algo de valor a un funcionario público para ningún propósito, ni lo haré.

NOTA: "Funcionario Público" significa cualquier persona, ya sea elegida o designada, que ocupe un cargo o cargo ejecutivo, legislativo, administrativo o judicial en cualquier entidad pública, incluida cualquier agencia internacional. Además, "funcionario público" incluye a cualquier persona que desempeñe funciones públicas en cualquier rama del gobierno nacional, estatal, local o municipal de cualquier país o territorio o que ejerza una función pública, por empleo o bajo contrato, para cualquier entidad, agencia o empresa pública de dicho país o territorio, incluidas las empresas de propiedad o controladas por el estado. La definición de "funcionario público" también incluye a cualquier funcionario de un partido político o cualquier candidato a un cargo político.

Por la presente reconozco que Palladium Group Holdings Pty Ltd me ha informado que puede tratar de obtener un informe de investigación que incluirá información personal sobre mí, incluidos, entre otros, historial educativo y laboral, referencias laborales y condenas penales o registros de arresto si está permitido, para ayudar a Palladium Group Holdings Pty Ltd a determinar si puede celebrar un acuerdo conmigo. Como contraprestación por ello, doy mi consentimiento para que Palladium Group Holdings Pty Ltd realice esta investigación y obtenga los informes que puedan ser proporcionados a Palladium Group Holdings Pty Ltd por otras empresas subcontratadas para este propósito.

Firma

Nombre

...

Fecha

...

Parte 7 Aprobaciones

A completar por Palladium

En base a los criterios establecidos en el Código de Conducta de la Compañía (Política de Cumplimiento), ¿cree que este podría ser un acuerdo de alto riesgo? Sí
No
(En caso afirmativo, preséntelo al Director Regional o CEO para obtener la autorización).

Presentada por: [Click here to enter text.](#)

Fecha: ...

Revisado por: [Click here to enter text.](#)

Fecha: ...

Aprobado por:

Fecha: ...

ANNEX F

Período de ejecución mm/dd/aa mm/dd/aa

Los presupuestos se deben presentar en moneda local

PRESUPUESTO RESUMIDO	Año 1	Total	Total
Personal	Q0.00	Q0.00	USD 0.00
Personal local en el país	Q0.00	Q0.00	USD 0.00
Beneficios complementarios	Q0.00	Q0.00	USD 0.00
Personal local	Q0.00	Q0.00	USD 0.00
Viajes y transporte	Q0.00	Q0.00	USD 0.00
Viajes locales y nacionales	Q0.00	Q0.00	USD 0.00
Adquisición o alquiler de bienes (Equipamientos e insumos)	Q0.00	Q0.00	USD 0.00
Equipamiento	Q0.00	Q0.00	USD 0.00
Insumos	Q0.00	Q0.00	USD 0.00
Contractual	Q0.00	Q0.00	USD 0.00
Subadjudicaciones/ Contratos	Q0.00	Q0.00	USD 0.00
Consultores locales	Q0.00	Q0.00	USD 0.00
Otros costos directos	Q0.00	Q0.00	USD 0.00
Costos operativos	Q0.00	Q0.00	USD 0.00
Actividades: Capacitaciones, talleres, conferencias, etc.	Q0.00	Q0.00	USD 0.00
Costos de la oficina del proyecto	Q0.00	Q0.00	USD 0.00
Costos de comunicación	Q0.00	Q0.00	USD 0.00
Otros costos	Q0.00	Q0.00	USD 0.00
Total costos directos	Q0.00	Q0.00	USD 0.00
Costos indirectos	Q0.00	Q0.00	USD 0.00
COSTOS TOTALES DEL PROYECTO	Q0.00	Q0.00	USD 0.00
Costo compartido	Q0.00	Q0.00	USD 0.00
	Q0.00	Q0.00	USD 0.00
	Q0.00	Q0.00	USD 0.00
COSTO COMPARTIDO	Q0.00	Q0.00	USD 0.00
COSTO TOTAL DEL PROYECTO MAS COSTO COMPARTIDO	Q0.00	Q0.00	USD 0.00

PRINCIPAL			
Personal local en el país			
Pais a determinar			
Puesto del personal local N ° 1	A determinar	0	0
Puesto del personal local N ° 2	A determinar	0	0
Puesto del personal local N ° 3	A determinar	0	0
Puesto del personal local N ° 4	A determinar	0	0
Puesto del personal local N ° 5	A determinar	0	0
Puesto del personal local N ° 6	A determinar	0	0
Puesto del personal local N ° 7	A determinar	0	0
Puesto del personal local N ° 8	A determinar	0	0
Puesto del personal local N ° 9	A determinar	0	0
Puesto del personal local N ° 10	A determinar	0	0
Subtotal, nombre:		0	0
Consultores			
Consultores locales			
<u>Consultores independientes - locales</u>			
Consultor local 1	A determinar	0	0
Consultor local 2	A determinar	0	0
Subtotal, personal de consultores locales		0	0
PERSONAL TOTAL		0	0

COSTO TOTAL ESTIMADO MÁS COSTO COMPARTIDO

Q0.00 USD 0.00

PRESUPUESTO DETALLADO

Partida/ Descripción	Nombre	Unidad	ANO 1		TOTAL		TOTAL USD	
			Unidades	Costo/Unid: Costo	Unidades	Costo	Unidades	Costo
PERSONAL								
Personal local en el país								
<i>Guatemala</i>								
Puesto del personal local N ° 1	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 2	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 3	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 4	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 5	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 6	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 7	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 8	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 9	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Puesto del personal local N ° 10	A determinar	/diario	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
<i>Subtotal, Guatemala:</i>			-	Q0.00	-	Q0.00	USD 0.00	
PERSONAL TOTAL			-	Q0.00	-	Q0.00	Q0.00	USD 0.00
BENEFICIOS COMPLEMENTARIOS								
<i>Beneficios complementarios del personal local en el país</i>								
<i>Beneficios complementarios del personal local en el país-Guatemala</i>								
Seguro de vida			0.00%	Q0.00 Q0.00		Q0.00	USD 0.00	USD 0.00
Fondo de previsión			0.00%	Q0.00 Q0.00		Q0.00	USD 0.00	USD 0.00
Indemnización por despido /compensación por fin de servicio			0.00%	Q0.00 Q0.00		Q0.00	USD 0.00	USD 0.00
Beneficios sanitarios en salud			0.00%	Q0.00 Q0.00		Q0.00	USD 0.00	USD 0.00
Bono por vacaciones			0.00%	Q0.00 Q0.00		Q0.00	USD 0.00	USD 0.00
<i>Subtotal, Beneficios complementarios del personal local en el país-Guatemala:</i>				Q0.00		Q0.00	USD 0.00	
TOTAL, BENEFICIOS COMPLEMENTARIOS :				Q0.00		Q0.00	USD 0.00	
VIAJES, TRANSPORTE Y VIATICOS								
<i>Viajes locales</i>								
Viajes locales /mensual								
<i>a. [Ingrese título del viaje]</i> /dianos viaje								
Viáticos	[Ingrese la ciudad de viáticos aquí]	/dianos	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Transporte terrestre		/dianos	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Varios		/dianos	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
<i>a. [Ingrese título del viaje]</i> /dianos viaje							USD 0.00	
Viáticos	[Ingrese la ciudad de viáticos aquí]	/dianos	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Transporte terrestre		/dianos	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
Varios		/dianos	-	Q0.00 Q0.00	-	Q0.00	USD 0.00	USD 0.00
<i>Subtotal, Viajes locales:</i>				Q0.00		Q0.00	USD 0.00	
TOTAL , VIAJES, TRANSPORTE Y VIATICOS				Q0.00		Q0.00	USD 0.00	
ADQUISICIÓN O ALQUILER DE BIENES (EQUIPAMIENTOS E INSUMOS)								
<i>Equipamiento</i>								
Equipamiento #1		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
Equipamiento #2		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
Equipamiento #3		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
Equipamiento #4		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
Equipamiento #5		lote		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
<i>Subtotal, Equipamiento</i>				Q0.00		Q0.00	USD 0.00	
<i>Insumos (no incluye insumos de oficina)</i>								
		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
		cada uno		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
		lote		Q0.00 Q0.00	-	Q0.00	-	USD 0.00
<i>Subtotal, Insumos (no incluye insumos de oficina)</i>				Q0.00		Q0.00	USD 0.00	
TOTAL, ADQUISICIÓN O ALQUILER DE BIENES (EQUIPAMIENTOS E INSUMOS)				Q0.00		Q0.00	USD 0.00	
CONTRACTUAL								
<i>Subadjudicaciones/ Contratos</i>								
				Q0.00		Q0.00	-	USD 0.00
				Q0.00		Q0.00	-	USD 0.00
				Q0.00		Q0.00	-	USD 0.00

COSTO TOTAL ESTIMADO MÁS COSTO COMPARTIDO

Q0.00 USD 0.00

PRESUPUESTO DETALLADO

Partida/ Descripción	Nombre	Unidad	AÑO 1		TOTAL		TOTAL USD	
			Unidades	Costo/Unid: Costo	Unidades	Costo	Unidades	Costo
				Q0.00		Q0.00	-	USD 0.00
				Q0.00		Q0.00	-	USD 0.00
Subtotal. Subadjudicaciones/ Contratos				Q0.00		Q0.00		USD 0.00
Consultores independientes - locales								
Guatemala								
consultor local 1	A determinar ?	/diario	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
consultor local 2	A determinar	/diario	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Subtotal. Guatemala.				-	Q0.00	-	Q0.00	- USD 0.00
TOTAL, CONTRACTUAL				Q0.00		Q0.00		USD 0.00
OTROS COSTOS DIRECTOS (OCD)								
Costos operativos								
		/mensual		Q0.00	Q0.00	-	Q0.00	- USD 0.00
		/mensual		Q0.00	Q0.00	-	Q0.00	- USD 0.00
		/mensual		Q0.00	Q0.00	-	Q0.00	- USD 0.00
		/mensual		Q0.00	Q0.00	-	Q0.00	- USD 0.00
Subtotal. Costos operativos.				Q0.00		Q0.00		USD 0.00
Actividades: Capacitaciones, talleres, conferencias Si hubiera								
Actividad 1: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 2: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 3: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 4: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 5: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 6: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 7: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 8: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 9: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Actividad 10: Breve título		año	-	Q0.00	Q0.00		Q0.00	- USD 0.00
Subtotal. Oficina del país Actividades: Capacitaciones, talleres, conferencias, etc.				Q0.00		Q0.00		USD 0.00
Costos de la oficina del proyecto								
			-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
			-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
			-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
			-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Subtotal. Oficina del país Costos de la oficina del proyecto				Q0.00		Q0.00		USD 0.00
Costos de comunicación								
Teléfono Internet		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Recarga /mensual de teléfonos móviles		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Franqueo y envío		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Impresiones/ fotocopias		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Subtotal. Oficina del país Costos de comunicación				Q0.00		Q0.00		USD 0.00
Otros costos								
		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
		/mensual	-	Q0.00	Q0.00	-	Q0.00	- USD 0.00
Subtotal. oficina del país Otros costos.				Q0.00		Q0.00		USD 0.00
TOTAL, OTROS COSTOS DIRECTOS:				Q0.00		Q0.00		USD 0.00
TOTAL COSTOS DIRECTOS				Q0.00		Q0.00		USD 0.00
COSTOS INDIRECTOS								
Costos indirectos		%	0.00%	Q0.00	Q0.00		Q0.00	- USD 0.00
TOTAL, COSTOS INDIRECTOS				Q0.00		Q0.00		USD 0.00
TOTAL COSTO ESTIMADO				Q0.00		Q0.00		USD 0.00
Costo Compartido								
Costo Compartido			0.00%	Q0.00	Q0.00		Q0.00	- USD 0.00
			0.00%	Q0.00	Q0.00		Q0.00	- USD 0.00
			0.00%	Q0.00	Q0.00		Q0.00	- USD 0.00
TOTAL, COSTO COMPARTIDO				Q0.00		Q0.00		USD 0.00

Periodo de ejecución 1 año mm/dd/aa mm/dd/aa

COSTO TOTAL ESTIMADO MÁS COSTO COMPARTIDO

Q0.00 USD 0.00

PRESUPUESTO DETALLADO

Partida/ Descripción	Nombre	Unidad	AÑO 1		TOTAL		TOTAL USD	
			Unidades	Costo/Unid:	Costo	Unidades	Costo	Unidades
COSTO TOTAL ESTIMADO MAS COSTO COMPARTIDO				Q0.00		Q0.00		USD 0.00

ANEXO G - DESCRIPCIÓN DEL PRESUPUESTO DEL SUBADJUDICATARIO

De acuerdo con las tarifas y políticas oficiales y aprobadas de su organización, complemente la información de la plantilla de presupuesto en Excel con esta descripción del presupuesto. Los solicitantes seleccionados, después de la adjudicación, deberán presentar prueba de los costos relacionados con el personal, los viajes y los beneficios complementarios.

Personal

Personal local en el país

Estructura de personal aquí

Nombre	Puesto (% de tiempo)	Costo mensual del personal (incluidos los beneficios)	Explique brevemente el rol en relación con las actividades del proyecto

Beneficios complementarios

Personalice lo en función de la aplicación de beneficios complementarios de su organización.

Los beneficios complementarios locales de muestra se presupuestan de la siguiente manera:

Beneficio	Base de aplicación
Seguro de vida	XX% de salarios
Fondo de previsión	XX% de salarios
Indemnización por despido/compensación por fin de servicio	XX% de salarios
Beneficios sanitarios	Q xxx por puesto equivalente a tiempo completo

Viajes, transporte y viáticos

[Explique los posibles viajes aquí, por ejemplo, N °. de viajes a los sitios del proyecto, duración de los viajes, propósito de los viajes en relación con las actividades del proyecto (por ejemplo, talleres, participación comunitaria, distribución de insumos, etc.)

beneficios/salario	Bases para el cálculo (inserte a continuación una breve explicación sobre la política de salarios y de beneficios de su organización)
Vuelos (si corresponde):	Ejemplo: En este proyecto, haremos XXX viajes, para YYY personas, a ZZZ lugares, el costo será de WWW etc.
Viáticos (de acuerdo con la política de viaje aprobada de su organización)	Ejemplo: Este proyecto durará XXX noches, el valor por unidad será de YYY de acuerdo con nuestra política, y el valor total será de ZZZ.
Transporte por carretera / en barco:	Ejemplo: Para este proyecto, viajaremos en barco desde la ciudad YYY a ZZZ.
Taxi hacia y desde el aeropuerto (si corresponde)	Ejemplo: Para estos viajes y seguimiento del proyecto en lugares en los que se desarrolla la actividad, usaremos XXX en taxi y otros transportes.

Contractual

Consultores independientes locales:

Nombre del consultor	Puesto	Honorarios diarios propuestos	Nivel de esfuerzo total (N°. de días trabajados en el proyecto en un mes determinado)	Responsabilidades del trabajo

Subadjudicaciones/Contratos:

(Si corresponde, describa toda subadjudicación a otras organizaciones y el propósito de la subadjudicación/el rol en las actividades propuestas).

Costos de adquisiciones (equipamiento e insumos):

Explique brevemente qué equipamiento e insumos se necesitan y por qué

Otros costos directos

Seguro/viaje

Seguro de viaje (si corresponde)

Actividades: Explique brevemente las capacitaciones, talleres, conferencias, reuniones, etc. que se necesitan y por qué, cómo y dónde se tiene previsto llevarlas a cabo.

Ejemplos: Capacitaciones, talleres, conferencias, etc.

Costos de la oficina del proyecto

Ejemplos: insumos de oficina

Costos de comunicación

Teléfono/Internet

Recarga mensual de teléfonos móviles

Franqueo y envío

Impresiones/fotocopias

Otros costos

Costos indirectos

Indique los costos indirectos de su organización

Costos totales estimados del proyecto:

Plan de costo compartido /apalancamiento de costos

Describa los recursos que aportará su organización para ejecutar esta propuesta, incluido el valor de la **moneda local** de la contrapartida, el apalancamiento u otro apoyo compartido en efectivo/en especie por tipo (a) empresas del sector privado o fundaciones empresariales; b) ONG o entidades religiosas,

etc.; c) donaciones individuales; d) otro. **Los ejemplos están en rojo. Actualice las circunstancias de su organización.**

Apalancamiento, coinversiones u otro tipo de recurso equivalente (por ejemplo, a) efectivo, b) servicios o bienes en especie proporcionados; c) tiempo de voluntariado/recursos humanos proporcionados).	Fuente de apalancamiento (que no sea del gobierno de los EE. UU.) que su organización aporta a esta actividad (por ejemplo, a) empresa del sector privado o fundación empresarial; b) donaciones individuales; c) organización sin fines de lucro/asociación/organización religiosa; d) otro)	Moneda local (valor)
Igualar la inversión en efectivo	A - Empresa del sector privado XX	XX
Alquiler	B - Sin fines de lucro YY	YY
Recursos Humanos - tiempo de voluntariado	C - Organización comunitaria ZZ	ZZ
Valor total del costo compartido		