**ATTACHMENT C**

**SAMPLE FIXED AMOUNT AWARD GRANT AGREEMENT**

[Insert Name of Grantee]

[Insert Grantee Address]

[Insert Grantee Address]

[Insert Date]

**Subject:** **Fixed Amount Award (FAA) No.** ###

Dear: [Mr./Ms.] [Insert name of authorized signatory for grantee]**:**

In response to your request for assistance dated [Insert Date], Abt Associates is pleased to award to [Insert Name of Grantee] (herein after referred to as “Grantee”) this Fixed Amount Award in the sum of **### Ghanaian cedis** (**[Write out the total grant amount in words]**) in support of your program as described in Attachment B – Program Description under the Feed the Future Resilience in Northern Ghana **Systems Strengthening Activity** (Contract #72064122C00002) implemented by Abt Associates. Abt Associates will make payments under this grant in accordance with the Deliverable and Milestone Payment Schedule in Attachment C.

By signing this Grant Agreement, the Grantee agrees that:

1. The Grantee will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
2. Grantee will maintain records of transactions related to the Grant Agreement (including reports and supporting documentation for deliverables) for at least three years after payment of the final milestone. After the end of the Grant Agreement, USAID and Abt Associates retain the right, at their discretion, to examine all or a sample of the Grantee’s records or transactions related to this Grant Agreement where concerns of implementation irregularities arise.
3. Abt is not liable for reimbursing the Grantee for any amount in excess of the Grant Agreement amount, or incurred outside of the Grant period, as provided in the Schedule.
4. Unless otherwise provided in the Schedule, title to any equipment purchased to accomplish any milestone under this Grant Agreement vests in the Grantee upon acquisition, with the condition that the Grantee must use the equipment for the Grant as long as it is needed for such.
5. The Grantee will follow the RING II approved Branding and Marking Plan which will be provided to the Grantee by the RING II Grants Manager under separate cover.
6. Grantee will obtain Abt Associates’ prior written approval for any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this Grant; 3) the milestones; or 4) the Grant Agreement completion date.
7. Abt Associates will conduct monitoring of the grant program, including site visits, as appropriate.
8. When proposed grant activities have been identified as medium or high-risk, Recipient must prepare and submit an environmental mitigation and monitoring plan (EMMP) using the template provided to ensure that the potential adverse impacts implicit in the activities do not occur.
9. Grantee must submit the Final Voucher for payment for the final milestone(s) within 30 calendar days from the Grant Agreement’s end date, unless Abt Associates provides written approval extending the period for Final Voucher submission, but in no case shall the period exceed 60 calendar days. With the submission of the Final Voucher, the Grantee must certify that the Grant is completed, and the Grantee will make no further claim against Abt Associates after payment of the final voucher.
10. This Grant Agreement may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If Abt Associates terminates this Grant Agreement, the Grantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones unless Abt Associates agrees in writing to extend the period for claim submission, but in no case shall the period exceed 90 calendar days. Abt Associates will determine the amount(s) to be paid to the Grantee under such claim in accordance with the legally applicable Cost Principles.
11. USAID retains the right to direct Abt Associates to terminate this Grant Agreement unilaterally in extraordinary circumstances, at their sole discretion.
12. This agreement shall be deemed to be an Agreement made under, governed by, and construed in accordance with the laws of the State of Maryland, United States of America.     In the event a disagreement or dispute between Abt Associates and Grantee relating to or arising from this Agreement cannot be settled or adjudicated informally, Grantee and Abt Associates agree that arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL) in effect as of the date of this Agreement, shall be the exclusive means of resolving such dispute, except for any dispute where injunctive relief is necessary to prevent irreparable harm.

Such disputes shall be submitted to UNCITRAL for binding arbitration in accordance with UNCITRAL's arbitration rules by a single arbitrator.  Such arbitration shall be held in Washington DC.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award that is not provided for and consistent with the laws of the State of Maryland, USA.

1. The Grantee shall defend, indemnify and hold Abt Associates and its directors, officers, agents and employees harmless against any liability, claim, damage, suit, or expense (including reasonable attorney fees) caused by the Grantee's acts or omissions, including without limitation, claims based on:  (a) Grantee's infringement of a patent, copyright, trademark, or other intellectual property right; (b) bodily injury, death, or damage to property caused by Grantee; (c) Grantee's conflict of interest, fraud, or criminal conduct; (d) Grantee's noncompliance with applicable laws or regulations; (e) Grantee's noncompliance with financial record keeping and reporting requirements of the Grant; (f) Grantee's failure to compensate, or comply with any applicable labor standards, laws, or regulations with respect to Grantee's employees, agents, or lower tier recipients or contractors; or (g) Grantee's breach of this Agreement, or any representation or warranty contained in this Agreement.

No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute such party as a third-party beneficiary of the Agreement or any one or more of the terms here of, or otherwise give rise to any cause of action in any person or entity not a party to the Agreement. The provisions of this section shall survive the expiration or termination of this Grant agreement.

Grantee has no right to submit claims directly to USAID and USAID assumes no liability for any third-party claims against the Grantee.

Please sign this letter to acknowledge your receipt and acceptance of this Grant, retaining a copy for your records and returning an electronic copy to [Insert the project's designated point of contact].

Sincerely,

Kofi Awity Anna Rose

Chief of Party Director, Local Solutions and Grants Management

Grant Attachments:

1. SCHEDULE
2. PROGRAM DESCRIPTION
3. DELIVERABLE AND MILESTONE PAYMENT SCHEDULE
4. MANDATORY AND AS APPLICABLE STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS
5. APPROVED BRANDING AND MARKING PLAN [if applicable to a specific grant]

ACKNOWLEDGED BY GRANTEE’s duly authorized representative:

Your signature below certifies that you have carefully reviewed the Fixed Amount Award and all of the attached documents and that you in your capacity as your organization’s designated agent fully and unconditionally agree with all of the terms and conditions contained herein.

In addition, your signature below certifies that as of the time of award of this Grant that neither the Grantee, nor its principals, are debarred, suspended, or proposed for debarment by the Government of the United States of America.

|  |  |
| --- | --- |
| **Signature and Date** | |
| **Name:** |  |
| **Title:** |  |
| **Organization:** |  |
| **Unique Entity Identifier:** |  |

**GRANT ATTACHMENT A**

**SCHEDULE**

1. **Purpose of Grant**

The purpose of this Grant is to provide support for the program described in Attachment B – Program Description.

1. **Grant Period**

The effective date of this Grant Agreement is [Insert start date]. The completion date of the grant is [Insert end date].

1. **Amount of Award and Payment**
   1. Abt Associates hereby awards the fixed amount of **### Ghanaian cedis** for purposes of this grant.
   2. Payment will be made to the Grantee upon the Grantee’s electronic submission of a properly prepared voucher (to be provided by Abt Associates) with a certification that the milestone being billed has been completed and providing any other documentation required by Abt Associates specified with each milestone. Each voucher must specify the milestone that is being billed and the fixed amount associated with that milestone. Abt Associates reserves the right to withhold payment subject to milestone completion verification.
2. **Deliverable and Milestone Payment Schedule**
   1. The agreed upon Deliverables and Schedule of Milestones for funding under this Grant Agreement are included as Attachment C to this Fixed Amount Award entitled Deliverable and Milestone Payment Schedule.
   2. The accomplishment of each milestone will be based on the successful submission or completion of the tasks or deliverables delineated for that milestone.

**GRANT ATTACHMENT B**

**PROGRAM DESCRIPTION**

(Program description will be inserted once final negotiations are complete)

**GRANT** **ATTACHMENT C**

**DELIVERABLE AND MILESTONE PAYMENT SCHEDULE**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Mandatory Milestone** | **Deliverable** | **Due Date** |
| 1 | Initial workplan | Comprehensive workplan showing activities, tasks, and associated timelines and personnel assignments. | Within one (1) week of grant award |
| 2. | Sustainability Plan | Written plan for sustaining the proposed activities and their associated outcomes over time. | 30 days after grant award. |
| 2. | Quarterly Report | Progress report reflecting achievements to date, constraints experienced, planned activities for next quarter, using template provided. | Five (5) days after the end of each 90-day implementation period. |
| 4. | Final Report | Final report summarizing activities completed, documented success stories, and final metrics, using template provided. | Within one (1) week of the end of the Grant Period |

**GRANT ATTACHMENT D**

**MANDATORY AND AS APPLICABLE STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS**

Partial Revision Date: 12/29/2022

**M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)**

1. 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.
2. 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.
3. 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.
4. 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)**

1. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people,” unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
2. Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
3. Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
4. 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;
5. Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
6. 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.
7. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
8. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
9. 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."

1. 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.”

1. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.
2. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
3. Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
4. Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
5. Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
6. Impair the functionality of an item;
7. Incur substantial costs or be impractical;
8. Offend local cultural or social norms, or be considered inappropriate; or
9. Conflict with international law.
10. 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.
11. 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.
12. 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.
13. 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)**

1. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.
2. 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.
3. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
4. Are presently excluded or disqualified from doing business with any U.S. Government entity;
5. 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;
6. 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
7. Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
8. Principal means—
9. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
10. A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
    1. Is in a position to handle Federal funds;
    2. Is in a position to influence or control the use of those funds; or,
    3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
11. 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)**

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

[END OF PROVISION]

**M6. TRAFFICKING IN PERSONS (APRIL 2016)**

1. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
2. 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;
3. Procurement of a commercial sex act during the period of this award;
4. Use of forced labor in the performance of this award;
5. Acts that directly support or advance trafficking in persons, including the following acts:
6. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
7. 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:
   * + 1. exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
       2. 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;
8. 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;
9. Charging employees recruitment fees; or
10. Providing or arranging housing that fails to meet the host country housing and safety standards.
11. 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).
12. Reserved.
13. Reserved
14. If the Recipient receives any credible information regarding a violation listed in section a (1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
15. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
16. 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.
17. 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)**

1. Requirements for Voluntary Sterilization Programs
2. 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.
3. Prohibition on Abortion-Related Activities:
4. 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.
5. No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

**M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)**

1. Faith-Based Organizations Encouraged: Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer subawards of USAID funds shall discriminate for or against an organization on the basis of the organization’s religious character or affiliation. Additionally, religious organizations shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation.

Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith Based and Community Initiatives Web site and 22 CFR 205.1.

1. Explicitly Religious Activities Prohibited.
2. Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
3. The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.
4. These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
5. Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:
6. May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
7. May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
8. May 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.
9. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
10. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.
11. 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.
12. 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.
13. This provision must be included in all subawards under this award.

[END OF PROVISION]

**M9. RESERVED**

**M.10 ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)**

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

The 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 subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

* Gross mismanagement of a Federal contract or grant;
* A gross waste of Federal funds;
* An abuse of authority relating to a Federal contract or grant;
* A substantial and specific danger to public health or safety; or
* A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

* A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
* A cognizant U.S. Inspector General;
* The U.S. Government Accountability Office;
* A Federal employee responsible for contract or grant oversight or management at the relevant agency;
* A U.S. court or grand jury; or,
* A management official or other employee of the 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)**

1. Definitions. For the purpose of submissions to the DDL:
2. “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).
3. “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.
4. Submissions to the Development Data Library (DDL)
5. 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.
6. 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.

1. The recipient must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).
2. 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.
3. 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)**

1. 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.

1. 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).
2. 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.
3. 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.
4. 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.
5. The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

[END OF PROVISION]

**M13. CHILD SAFEGUARDING (JUNE 2015)**

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

[END OF PROVISION]

**M14. MANDATORY DISCLOSURES (DECEMBER 2022)**

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.

Disclosures must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: https://oig.usaid.gov/content/usaid-contractor-reporting-form.

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

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

[END OF PROVISION]

**M15. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016).**

* 1. 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.
  2. 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)**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
9. 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).

1. 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).

1. **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 nonimmigrant 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.

1. **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.
2. **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.
3. **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).
4. **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.
5. **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.
6. **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).
7. **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.

[END OF PROVISION]

**M18. RESERVED**

[END OF MANDATORY PROVISIONS]

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

**RAA1. RESERVED**

**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)**

1. **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 about 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.
2. **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.
3. Definitions. For purposes of this term:’

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>).

Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

Entity includes non-Federal entities as defined a 2 CFR 200.1 and also includes all of the following, for purposes of this part:

1. A foreign organization;
2. A foreign public entity;
3. A domestic for-profit organization; and
4. A Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

1. **Exception 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:
2. Awards to individuals
3. 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.
4. 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.
5. This provision does not need to be included in subawards.

[END OF PROVISION]

**RAA3.RESERVED**

**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.*

1. Ineligible and Restricted Commodities and Services:
2. Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
3. Military equipment,
4. Surveillance equipment,
5. Commodities and services for support of police or other law enforcement activities,
6. Abortion equipment and services,
7. Luxury goods and gambling equipment, or
8. Weather modification equipment.
9. 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.
10. 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:
11. Agricultural commodities,
12. Motor vehicles,
13. Pharmaceuticals,
14. Pesticides,
15. Used equipment,
16. U.S. Government-owned excess property, or
17. Fertilizer.
18. 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.

1. 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.
2. 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)

1. The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
2. In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation 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:
3. 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>).
4. 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/>):
   1. Australia on an Australian airline,
   2. Switzerland on a Swiss airline, or
   3. Japan on a Japanese airline;
5. Only for a particular leg of a route on which no US Flag Air Carrier \provides service on that route;
6. For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
7. 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
8. If the US Flag Air Carrier does not offer direct service,
   1. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
   2. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
   3. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.
9. 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.
4. 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)

1. 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

1. 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 (b) of this provision.*

REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

1. 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.

1. 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.
2. 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.
3. 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.
4. 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 (JUNE 2012)

1. Patent Rights
2. 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."
3. Definitions. For purposes of this provision, the following terms will have the following meaning:
4. “Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
5. “Subject invention” means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this award.
6. 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.
7. 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:
8. 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.
9. 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.
10. 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**

**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)

1. 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.
2. 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.
3. 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)

1. 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).
2. The recipient must assure USAID of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:
3. 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
4. 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
5. 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.
6. Definitions for the purposes of this award:
7. Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.
8. 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.
9. 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.
10. Institutional Review Board means a properly constituted ethical committee which will review the research.
11. 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)**

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

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

1. Voluntary Participation and Family Planning Methods:
2. 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.
3. 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.
4. Requirements for Voluntary Family Planning Projects
5. A family planning project must comply with the requirements of this paragraph.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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).
14. 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.
15. The recipient must provide USAID such additional information about violations as USAID may request.
16. Additional Requirements for Voluntary Sterilization Programs
17. 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.
18. 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.
19. 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.
20. 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.
21. Prohibition on Abortion-Related Activities:
22. 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.
23. 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.
24. 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—

1. Shall not be required, as a condition of receiving such assistance—
2. To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
3. 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
4. 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)

1. 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.
2. (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. (2) The following organizations are exempt from (b)(1):
3. the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
4. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.
5. 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:

1. Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
2. 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
3. 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).
4. 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)).

1. 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]

**RAA19. RESERVED**

**RAA20. RESERVED**

**RAA21. RESERVED**

**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)

1. Reporting of Matters Related to Recipient Integrity and Performance
2. 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 you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

1. Proceedings About Which the Recipient Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
4. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
5. 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;
6. 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
7. Any other criminal, civil, or administrative proceeding if:
8. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
9. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient’s part; and
10. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
11. 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.

1. Reporting Frequency

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

1. Definitions

For purposes of this award term and condition:

1. 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.
2. 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.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
4. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
5. 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)

1. Except as provided in paragraph b. below, the Recipient is prohibited from using award funds to:
2. Procure or obtain;
3. Extend or renew a contract to procure or obtain; or
4. 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.
5. 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
6. 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.
7. The Recipient must include this provision in all subawards and contracts 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
2. The recipient must—
3. 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;
4. 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.
5. 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.
6. 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.
7. Additional Access to Recipient Records
8. 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.
9. 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]**