

Anti-Terrorism Certification

It is **a mandatory requirement** by USAID and a condition of award that the applicant must certify that it does not support terrorism. Applicants unable to submit this signed certification will not be eligible for an award.

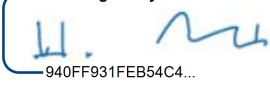
By signing and submitting this application, the applicant provides the certification set out below:

1. The applicant, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the applicant to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the applicant will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's Website: [Office of Foreign Assets Control - Sanctions Programs and Information](#), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID through RTI.
 - b. Before providing any material support or resources to an individual or entity, the applicant also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's Website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the applicant will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The applicant also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

1) For purposes of this Certification:

- a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
 - b. “Terrorist act” means:
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see United Nations terrorism conventions Internet site):
https://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2_en.xml&menu=MTDSG
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - a. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
 - b. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
2. The applicant’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the applicant that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the applicant has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

In Agreement to the terms and conditions above:

Name of Applicant Organization:	Management and Resources Development Initiative (MRDI)
Name and title of officer or his/her alternate authorized to represent the Applicant:	Hasibur Rahman, Executive Director
Signature and stamp:	<div>DocuSigned by:  940FF931FEB54C4...</div>
Date:	9/27/2021

In Process

MANAGEMENT AND RESOURCES DEVELOPMENT INITIATIVE (MRDI)

September 27, 2021

Awardee Name: Management and Resources Development Initiative (MRDI)
Address: 8/19 Sir Syed Road, Dhaka-1207
Country: Bangladesh
Subject: Fixed Amount Award No. TBD
Reference: The Carter Center
Advancing Women's Right of Access to Information in Bangladesh
Cooperative Agreement No. AID-388-A-16-00003

Dear Hasibur Rahman, [Executive Director]

Pursuant to the authority contained in the U. S. Foreign Assistance Act of 1961, as amended, The Carter Center hereby awards to MRDI (hereinafter referred to as "Recipient"), the sum of 2, 613, 000 BDT according to the Milestone Budget shown in the Schedule, Attachment 1, to support the subject award, as more fully described in the Program Description, Attachment 2.


By signing this Award Agreement, Recipient agrees to:

1. The recipient 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 Award Agreement.
2. Recipient will maintain records of transactions related to the Award Agreement for at least three years after payment of the final milestone. After the end of the agreement, The Carter Center retains the right, at its discretion, to examine all or a sample of the recipient's records or transactions related to the Award Agreement where concerns of implementation irregularities arise.
3. The Carter Center is not liable for reimbursing the recipient for any amount in excess of the obligated amount, or outside of the Award Period, as provided in the Schedule.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the recipient upon acquisition, with the condition that the recipient must use the equipment or property for the Award as long as it is needed for such.
5. Recipient will obtain The Carter Center's written approval prior to any changes to
 - 1) the activities being supported by this Award;
 - 2) the fixed amount of this Award;
 - 3) the milestones;
 - 4) change in the Award Agreement completion date.
6. The Carter Center will conduct monitoring of the Award program, including site visits as appropriate.

7. On submission of the voucher for payment for the final milestone, the Recipient must certify that the Award is completed, and the Recipient will make no further claim against The Carter Center after final payment.
8. This Award 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 The Carter Center terminates this Award, the Recipient may submit a claim within 90 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Carter Center must determine the amount(s) to be paid by The Carter Center to the recipient under such claim in accordance with the legally applicable Cost Principles.
9. Any dispute under this Award will be decided by The Carter Center. Notwithstanding any other term of this award, sub-awardees and contractors have no right to submit claims directly to The Carter Center and The Carter Center assumes no liability for any third-party claims against the recipient.

Please sign the original and two copies of this letter to acknowledge receipt and confirm acceptance of the Award Agreement and return the original and one copy to Sumana Mahmud [Chief of Party, The Carter Center, Bangladesh].

Sincerely,

DocuSigned by:

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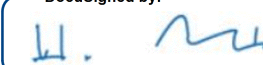
Craig Withers

Acting Vice President, Peace
The Carter Center

Attachments:

1. Award Schedule
2. Program Description
3. Branding Strategy and Marking Plan
4. Standard Provisions

ACKNOWLEDGED by Recipient's duly authorized representative:

Signature: 
940FF931FEB54C4...

Name: Hasibur Rahman Title: Executive Director

Phone: +88 02 48117412 Email: hasibur.rahman@mrdibd.org

Date: 9/27/2021

ATTACHMENT 1

Award Schedule

A. PURPOSE OF AWARD

The purpose of this Award is to provide support for the program described in Attachment 2, Program Description.

B. AWARD PERIOD

The effective date of this Award is September 28, 2021. The completion date of the Award is January 31, 2022.

C. AMOUNT OF AWARD AND PAYMENT

1. The Carter Center hereby awards the amount of 2,613,000 BDT for purposes of this Award. See complete detailed Milestone Budget below.
2. Payment will be made to the Recipient upon presentation to The Carter Center, an original and two copies of a properly prepared invoice, with a certification that the Milestone being billed has been completed and ***providing any other documentation required by*** The Carter Center ***specified with each milestone.*** Each invoice will be identified by the award number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be within 30 days after receipt of a proper invoice.

D. AWARD AGREEMENT BUDGET

1. Following is the Schedule of Milestones associated with the program which has agreed upon between The Carter Center and the Recipient, for funding under this Award Agreement.
2. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone.

Milestone Payment Schedule

The milestone payment schedule has been designed to align with activity timeline and ensure sufficient cash flow. Each payment amount was calculated to ensure sufficient funding to reach the next milestone payment.

Milestone Number	Description of Milestone	Required Deliverable	Completion Date (if applicable)	Amount (USD)
1	Completion of workplan and mobilization for first RTI workshop	Description of workshop methodology and logistics Draft list of participants for first workshop	No later than 30 days of award approval	1,569,000
2	Completion of first RTI workshop and mobilization for second workshop	Report describing first workshop, final list of participants, list of Changemaker Awardees Draft list of participants for second workshop	By November 30, 2021	914,000
3	Completion of second RTI workshop, Lessons learned Report	Report describing second workshop, final list of participants, list of Changemaker Awardees Final Lessons Learned Report	By January 31, 2022	130,000
Total				2,613,000 BDT

Milestone Budget Detail

NO.	Activity	Sep	Oct	Nov	Dec	Total
Milestone 1	Completion of Workplan and Mobilization for Workshop 1					
	Workplan Completion and Workshop Mobilization	655,000				655,000
	Facilitator fee	75,000				75,000
	Resource person fee	135,000				135,000
	Vehicle Rental (rental fee is inclusive of driver, fuel, and any tolls for the day)	45,000				45,000
	Information kit (Folder, writing pad, pen & information material)	52,500				52,500
	Venue rental (including sound system & other facilities) Hope foundation, Savar	45,000				45,000
	Accommodation	148,500				148,500
	Venue-provided meals for participants (Breakfast, 2 tea-snacks, lunch and dinner)	204,000				204,000
	Incidentals allowance for participants	180,000				180,000
	T-shirt & Scarves for Participants and staff	16,000				16,000
	Printing and workshop material prep cost	5,000				5,000
	Service & support in Training venue	8,000				8,000
Milestone 2	Completion of First RTI Workshop and Mobilization for Second Workshop					
	Facilitator fee			75,000		75,000
	Resource person fee			135,000		135,000
	Vehicle Rental (rental fee is inclusive of driver, fuel, and any tolls for the day)			45,000		45,000
	Information kit (Folder, writing pad, pen & information material)			52,500		52,500
	Venue rental (including sound system & other facilities) Hope foundation, Savar			45,000		45,000
	Accommodation			148,500		148,500
	Venue-provided meals for participants (Breakfast, 2 tea-snacks, lunch and dinner)			204,000		204,000
	Incidentals allowance for participants			180,000		180,000
	T-shirt & Scarves for Participants and staff			16,000		16,000
	Printing and workshop material prep cost			5,000		5,000
	Service & support in Training venue			8,000		8,000
Milestone 3	Completion of Second RTI Workshop and Lessons Learned Report					
	RTI Workshop Report				65,000	65,000
	Lessons Learned Report				65,000	65,000
TOTAL		1,569,000	0	914,000	130,000	2,613,000

ATTACHMENT 2

Program Description

INTRODUCTION

Management and Resources Development Initiative (MRDI) is a multi-disciplinary, not-for-profit, non-government organization as well as a company limited by guarantee, that is engaged in a wide spectrum of social development activities and seeks to render services to national and international organizations, both in the public and the private domains. MRDI is registered with the NGO Affairs Bureau and possesses current DUNS and SAM registration and was included in the Carter Center's approved costed-extension proposal and budget.

MRDI's previous initiative on organizing Right to Information (RTI) bootcamp for the young women under "Advancing Women's Right of Access to Information in Bangladesh" (AWRAIB) produced encouraging results in terms advocacy for people's right of access to information in peripheral communities, particularly that for the women. The RTI boot camp was organized under Carter Center support involving young women to aware them about the power of information and how information can bring tremendous changes. During the camp the participating girls also learned how information can be claimed as a right by applying RTI Act. Back home, the trained girls made RTI applications to their respective universities and other authorities. As a follow up, the boot camp participants took part in study circles where they shared their experiences and challenges they faced and clarified confusions. Still these young women are submitting RTI applications themselves and supporting others in their communities. MRDI is continuing its support through its RTI help desk. The desk is keeping in close touch with these RTI advocates to follow up and support them.

THE CARTER CENTER and USAID acknowledged this camp as a successful and fruitful initiative. This has been an eye-opener to the participating young women who took part in discussions and interactions on how information can change life, how to claim information as a right – not as a privilege.

MRDI intends to organize such camps for young women to expand the impact among the remote communities. The initiative aims to groom a new group of RTI advocates from among young women to spread the message among their respective communities about the benefits of information and support them to claim information from authorities as a right.

SUMMARY OF OBJECTIVES

Under this fixed amount award, MRDI will:

Support objective 3, activity 3.3: "*Engaging youth to use access to information for themselves and their communities.*" These youth, once trained, will serve as information conduits or resource persons in their local communities, championing the right to information for women and assisting individuals as needed to access information.

MRDI will conduct the RTI Workshops/Bootcamps for capacity development of youth leaders related to the right of access to information, how to file requests and seek information (actively and via proactive disclosure), and rules around exemptions and appeals processes.

ACTIVITIES

Activity 1: Workplan

The first activity and milestone under this FAA is the completion of a workplan by MRDI that will lay out the plan for the Right to Information workshops. The workplan should include a description of workshop methodology and general information on workshop logistics.

Activity 2: Mobilization for and Implementation of Workshops/RTI Bootcamps (2)

The primary activity under this FAA is the planning and implementation of two RTI workshops for young women. MRDI will select participants, book an event space, arrange for meals and accommodation, and manage facilitation of the workshop content among other responsibilities.

Carter Center partner organizations will select 60 young women from their respective youth group for participating in the camps based on criteria provided by MRDI. MRDI will also interact with the participants nominated by partner organizations before finalizing the list. The participant should have access to a digital device with internet connectivity or be able to borrow such device. Enrollment in MRDI's RTI online course for youth with a minimum 50% score will be a pre-requisite to make the distant learning session more effective. Workshop candidates should have leadership capability, a positive and innovative mindset and an attitude to act as peer educator. The participant must understand and speak standard Bangla as the discussions and presentations will take place in Bangla. If any participant is rejected for any reason, the partner organization will make the replacement in consultation with MRDI. For the selection, advertisement will be published in local newspapers and campaign run in social media.

Each in-person camp of three days' duration will have four-hour session every day. In the changed situation due to the Covid 19 pandemic the bootcamps will be organized in person, following proper health and safety protocols such as strict social distancing rules, and the use of masks. Lessons learned from the previous camps will be shared. In addition to discussions and presentations in plenary sessions, participants will take part in group work and also take some assignment as homework. To facilitate homework, separate Zoom link will be provided to each group. Participants will identify issues for RTI application during the camp. Each group will develop a plan of action at the end of the camp. Dignitaries including Chief Information Commissioner, Information Commissioners and experts will be invited to join the inaugural and closing sessions of the camps. Each participant will get one certificate of participation.

Additionally, during the bootcamp, MRDI's RTI help desk will conduct a session on how to collect RTI applications from boot camp participants and help to file them. Then the desk will provide all necessary support to the applications generated by the camp participants, even beyond the project period. Financial assistance will also be provided to the applicant for price of the information and for attending hearing of complaint.

The ten best participants out of 60 will be selected on the basis of their performance during the camp and activities after the camp for an RTI Changemaker award. They will receive a certificate of appreciation signed by the focal points of USAID, The Carter Center and MRDI.

Activity 3: Lessons Learned Report

The final activity for this award is the completion of a dual-language lessons learned report drawn from observations during the workshops and follow-up after.

The partner organizations will be responsible for following up the activities of their respective groups on a monthly basis for four months after the boot camp. MRDI will organize four online workshops two months after the boot camp to listen to the lessons learnt and experiences gained in the field by the participants after the camp.

A report on lessons learnt will be prepared and published to document the success and challenges of the project. Case studies, quotes from participants and experts along with the work plan will be included in the document. It will be a bi-lingual publication with messages from the Chief Information Commissioner and USAID Country Director.

REPORTING REQUIREMENTS

Awardee is required to provide the following reports:

Milestone 1:

1. Workplan including description of workshop methodology and logistics
2. Draft list of participants for first workshop

Milestone 2:

1. Report describing first workshop, final list of participants, list of Changemaker Awardees
2. Draft list of participants for second workshop

Milestone 3:

1. Report describing second workshop, final list of participants, and list of Changemaker Awardees
2. Final Lessons Learned Report

ATTACHMENT 3

Branding Strategy and Marking Plan

Branding Strategy and Marking Plan (BSMP) for the Advancing Women's Right of Access to Information in Bangladesh Project

With reference to Section 320.3.2 of ADS 320, below is the required BSMP which addresses the Branding Strategy for the Advancing Women's Right of Access to Information in Bangladesh Project.

1.0 HOW TO INCORPORATE THE MESSAGE

The Advancing Women's Right of Access to Information in Bangladesh project will position USAID as a key Government of Bangladesh (GOB) ally. USAID assistance will be utilized by The Carter Center to help the women in Bangladesh exercise their right of access to information. The Center will identify the main obstacles facing women in the exercise of the right to information, raise awareness about the asymmetries, and to build capacity of both civil society actors and government to apply identified solutions to reduce these inequities. With genuine access to information, women will more easily take advantage of opportunities and make more effective decisions for economic empowerment.

Recognizing that it is the responsibility of the recipient of an award to position USAID's message, "This assistance is from the American people," in each activity to be supported to ensure that people recognize and identify that those activities are developed by the generous contribution of the US government and the American people, The Carter Center will use full branding and the USAID Identity "*From the American People*" on all materials and communications financed under this cooperative agreement. At the start of the project, The Carter Center will meet with USAID/Bangladesh and local partners to determine if a waiver in part, of the Marking Plan would be advisable to assure safety concerns for those implementing and participating in the project.

2.0 HOW TO PUBLICIZE THE PROGRAM

The Advancing Women's Right of Access to Information in Bangladesh project will be publicized through such required deliverables as Quarterly Progress Reports, Annual Performance Reports, Consultant Reports, a Final Report, and any other special reports. Project achievements, beneficiary testimonials, and/or interim results, if deemed appropriate for public consumption, will be released to the local press and governments in Bangladesh and the US via press releases, media advisories, success stories, fact sheets, press conferences, and briefings, among others. Appropriate branding will also be displayed on all project communication materials such as brochures, folders, PowerPoint presentations, and e-mail invitations. Training and technical assistance materials, such as manuals, workbooks, and guides provided to Bangladeshi nationals will also provide an opportunity to broadcast support with the tagline "*From the American People*." Materials and communication products will be developed taking into consideration cultural, social, linguistic, gender and ethnic characteristics. Internal administrative documents not meant for public consumption will use The Carter Center logo, name, and the project title, but not the USAID logo.

2.1 AUDIENCES

Subject to approval by USAID, the Advancing Women's Right of Access to Information in Bangladesh project will promote and publicize USAID sponsorship to target audiences primarily within USAID Bangladesh, other USG agencies in Bangladesh, and Bangladeshi national and local government offices and agencies, and Bangladeshi civil society, private sector, academia and NGOs.

2.1.1 Primary audience:

- USAID Bangladesh
- US Embassy.
- Counterparts at the Information Commission and the Ministries of Education, Gender, Information
- Civil society organizations, think tanks/academia
- Other donors involved in ATI and women's rights

2.1.2 Secondary audience:

- Political leadership at the national level
- USAID-W, US Congress and American tax-payers
- Neighboring countries in the Asian Region

2.2 MESSAGES

In all materials and events the project will be branded as from USAID and prepared by The Carter Center, as part of the Advancing Women's Right of Access to Information in Bangladesh project. As such, all materials will acknowledge that they were produced with support "*From the American People.*" In cases where a local language predominates over English, as is the case in Bangladesh, the appropriate translation into the local language (i.e., Bangla) will be used in branding the program.

The Advancing Women's Right of Access to Information in Bangladesh project will follow specific procedures for including the BSMP requirements as stated in the mandatory internal reference "Branding and Marking Requirements for Assistance Awards" in the ADS Chapter 320 and 2 CFR 700, and will adhere to the guidance of the USAID "Graphic Standards Manual," or any successor branding policy.

2.3 TOOLS

The following communication tools will be used, as applicable:

- Press Releases
- Press Conferences
- Media interviews
- Site visits
- Success Stories
- Beneficiary testimonials
- Professional photography
- PSAs
- Videos
- Webcasts, e-invitations, blast e-mails, or other internet activities (i.e., social media)

3.0 KEY MILESTONES AND OPPORTUNITIES

The following key milestones and opportunities are anticipated to generate awareness that the program is "*From the American People*":

1. Press at the beginning of the project highlighting targets and at the end of the project demonstrating results.
2. After securing endorsements from, or new partnerships with, GOB institutions, local partners, civil society organizations or other donors.
3. Publication and promotion of reports (i.e., Quarterly Progress Report, Annual Summary Report, Final Report, Impact and Performance Evaluation reports, and any other special reports).

4.0 ACKNOWLEDGEMENTS

4.1 ACKNOWLEDGING USAID

The following acknowledgement will be included on external Advancing Women's Right of Access to Information in Bangladesh project publications and internal publications, such as quarterly reports, as appropriate:

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). It was prepared by The Carter Center for the Advancing Women's Right of Access to Information in Bangladesh Project /Cooperative Agreement# TBD. The contents are the responsibility of The Carter Center and do not necessarily reflect the views of USAID or the United States Government.

4.2 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS

All USAID/ Advancing Women's Right of Access to Information in Bangladesh project documents produced by The Carter Center will follow USAID Co-Branding Guidelines to acknowledge host government participation. This will be done in an effort to ensure the sustainability of program activities and GOB support.

4.3 ACKNOWLEDGING OTHER HOST-COUNTRY PARTNERS

Co-branding with civil society groups will follow USAID Co-Branding Guidelines. In a project such as this one, co-branding is desirable to further promote local ownership and capacity-building.

4.4 CO-BRANDING WITH OTHER INTERNATIONAL ORGANIZATIONS

In such cases, the guidelines for co-branding will be followed, assuming the funding contributed is more than a token amount.

Marking Plan (MP) for the Advancing Women's Right of Access to Information in Bangladesh project

Below is the required MP which further addresses the Branding Strategy for the USAID/ Advancing Women's Right of Access to Information in Bangladesh project.

5.0 MARKING

The Carter Center acknowledges that it is USAID's policy that all programs, projects, activities, public communications, and commodities, partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward must be marked appropriately overseas with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's or any other third party's identity or logo. The USAID Advancing Women's Right of Access to Information in Bangladesh project will comply with USAID's co-branding guidelines, as stated in the USAID Graphics Standards Manual and Partners Co-Branding Guide found at <https://www.usaid.gov/branding>. In adherence with this guidance, all materials produced under the project – as outlined in the detailed marking plan below – will be co-branded with both the USAID logo placed in the left corner (can be top-left or bottom-left) and the Carter Center logo placed in the right corner, opposite the USAID logo (top-right or bottom-right). When deemed appropriate, the Government of Bangladesh logo may be placed in the middle, between USAID and Carter Center logos, to highlight the partnership between the United States and Bangladesh.

FIGURE 1: For English-language materials, use the new two-color USAID logo:**FIGURE 2: For Bangla-language materials, you can use the Bangla translated-tagline logo:**

Co-branding example (USAID logo on left, Carter Center logo on right; Carter Center logo must not exceed the circular seal of USAID logo in height (pixels)):



5.1 MARKING PLAN (MP) FOR MATERIALS TO BE PRODUCED

Table 1 below outlines the types of materials that may be produced under the Advancing Women's Right of Access to Information in Bangladesh project. Any materials that are not anticipated below, but are produced under the initiative, will also be subject to branding guidelines and AO approval, as appropriate.

Every agreement deliverable that is marked with the USAID Identity for the Advancing Women's Right of Access to Information in Bangladesh project will follow design guidance for color, type, and layout in the Graphic Standards Manual as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials). The USAID Identity will be used for programmatic correspondence. The recipient's letterhead will be used for administrative matters and will not include the USAID Identity. Business cards will not include the USAID Identity, nor will they include the wording "USAID Recipient".

TABLE 1: MARKING PLAN (MP) FOR MATERIALS TO BE PRODUCED

Category	Type of Marking	Remarks
Administrative		
Stationery products (administrative business)	USAID Identity will not be used.	Pertains to letterhead, envelopes, and mailing labels
Stationery products (program related)	USAID Identity will be used.	Pertains to letters that accompany program materials
Business Cards	USAID Identity will not be used on business cards. The contractor will use its own business cards	

and will include the line “Women’s Right of Access to Information Project”, but will not include the wording “USAID Recipient.”		
Program, project, and activity sites		
Office signs	USAID Identity may be used to mark project offices.	USAID/Bangladesh will determine if signs should not be branded. Signage will be displayed at the project beginning and removed upon project completion.
Temporary signs	USAID Identity will be used to mark temporary signs. The contractor will follow the USAID/Bangladesh signage templates.	Signage will be displayed when a need is determined and removed when no longer needed.
Permanent plaque (if needed)	USAID Identity will be used to mark permanent plaques. (if needed)	
Public Communication that are print products		
Publications, reports, research results, studies, and evaluations	USAID Identity and Carter Center logo will be printed on the cover of document.	The design will follow guidelines for co-branding.
Brochures, leaflets, informational, and promotional materials	USAID Identity and Carter Center logo will be printed on the cover of document.	The design will follow guidelines for co-branding.
Folders	USAID Identity and Carter Center logo will be printed on the cover of folder.	The design will follow guidelines for co-branding.
Success Stories	USAID Identity and Carter Center logo will be printed on the document.	The design will follow guidelines for co-branding.
Posters	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Banners and signs	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Print PSAs, newspaper supplements and other paid placements	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Advertisements about program events/activities	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Training manuals, workbooks, and guides.	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Press releases, fact sheets, media advisories	Recipient will use The Carter Center template for press releases and the USAID Identity.	The design will follow guidelines for co-branding.
Letterhead used for project related purposes (invitations to events etc., not for recipient	Recipient will use The Carter Center letterhead and the USAID Identity. (use co-branding with	The design will follow guidelines for co-branding.

admin purposes) Center logo on right)		
USAID logo on left; Carter		
Public communications that are audio, visual, or electronic		
Web sites	USAID Identity will be used and Carter center logo will be used	No new project specific website will be used.
Videos	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
CDs and DVDs	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
TV PSAs	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
PowerPoint and other program related presentations	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Mass distribution e-mail sent for program purposes (such as invitations to training events or other widely attended program related gatherings)	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Radio PSAs	Will include an audio tag, such as, “made possible by USAID: <i>From the American People</i> ”	
Events		
Training Courses	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Conferences	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Seminars	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Briefings	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Exhibitions	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Fairs	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Workshops	USAID identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Press Conferences	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.
Invitations, press releases, publicity, media materials, presentations and handouts associated with events	USAID Identity and Carter Center logo will be used.	The design will follow guidelines for co-branding.

All studies, reports, publications, web sites, and all informational promotional products not authored, reviewed, or edited by USAID will contain a provision substantially as follows:

This study/report/Web site (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID.) The contents of this study/report/Web site (specify) are the sole responsibility of The Carter Center and do not necessarily reflect the views of USAID or the United States Government.

ATTACHMENT 4
Standard Provisions For Non-U.S. Nongovernmental Organizations

STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

For all USAID Standard Provisions, in all instances where USAID is mentioned, The Carter Center's name will be substituted.

The full text of each Standard Provision may be accessed electronically at the following internet address:

<https://www.usaid.gov/sites/default/files/documents/303mab.pdf>

In Process



In Process
Standard Provisions for
Non-U.S. Nongovernmental Organizations
A Mandatory Reference for ADS Chapter 303

Partial Revision Date: 03/31/2021
Responsible Office: M/OAA/P
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Standard Provisions for Non-U.S. Nongovernmental Organizations

TABLE OF CONTENTS

MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS	6
M1. ALLOWABLE COSTS (NOVEMBER 2020).....	6
M2. ACCOUNTING, AUDIT, AND RECORDS (MARCH 2021).....	6
M3. AMENDMENT OF AWARD AND REVISION OF BUDGET (AUGUST 2013)	8
M4. NOTICES (JUNE 2012).....	9
M5. PROCUREMENT POLICIES (JUNE 2012)	10
M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020).....	12
M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)	13
M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012).....	16
M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)	17
M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014).....	20
M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2018).....	21
M12. DEBARMENT AND SUSPENSION (JUNE 2012).....	23
M13. DISPUTES AND APPEALS (DECEMBER 2014).....	24
M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)	24
M15. TRAFFICKING IN PERSONS (April 2016).....	25
M16. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006).....	27

M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)	28
M18. NONDISCRIMINATION (JUNE 2012)	30
M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)	30
M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)	31
M21. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)	31
M22.PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)	33
M23. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)	34
M24.PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)	36
M25. CHILD SAFEGUARDING (June 2015)	37
M26. MANDATORY DISCLOSURES (NOVEMBER 2020)	39
M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)	40
M28. CONFLICT OF INTEREST (August 2018)	40
M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2020)	41
REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS	44
RAA1. ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)	44
RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)	46
RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (NOVEMBER 2020)	47
RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)	48
RAA5. INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)	49

RAA6. UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)	50
RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)	52
RAA8. SUBAWARDS (DECEMBER 2014)	57
RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)	58
RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)	61
RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)	61
RAA12. PATENT RIGHTS (JUNE 2012)	62
RAA13. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)	64
RAA14. INVESTMENT PROMOTION (NOVEMBER 2003)	67
RAA15. COST SHARE (JUNE 2012)	68
RAA16. PROGRAM INCOME (AUGUST 2020)	70
RAA17. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)	71
RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)	72
RAA19. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)	73
RAA20. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)	75
RAA21. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)	76
RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)	76
RAA23. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	77

RAA24. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)	80
RAA25. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)	81
RAA26. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING(ASSISTANCE) (SEPTEMBER 2014)	82
RAA27. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)	83
RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)	84
RAA29. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016).....	86
AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)	86
RAA30. RESERVED.....	88
RAA31. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020).....	88

**MANDATORY STANDARD PROVISIONS FOR
NON-U.S. ONGOVERNMENTAL ORGANIZATIONS**

M1. ALLOWABLE COSTS (NOVEMBER 2020)

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

2 CFR 200, Subpart E, Cost Principles
48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - **Cost Principles for Commercial Organizations**
- b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.
- c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."
- d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."
- e. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

M2. ACCOUNTING, AUDIT, AND RECORDS (MARCH 2021)

- a. Accounting, **Retention, and Access to Records.**
 - (1) The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award.
 - (2) Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred

under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

- (3) The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents.

b. Audits.

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

c. Subawards and Contracts.

- (1) If the recipient provides USAID resources to other organizations to carry out the USAID-

03/31/2021 Partial Revision

financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

- (2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

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

- a. This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.
- b. In addition to other approvals required in this award, the recipient must receive prior written approval from the AO to:
 - (1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (amendment required);
 - (2) Receive an additional obligation of USAID funds in excess of the amount currently obligated (amendment required);
 - (3) Change key personnel, if specified in the award;
 - (4) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;
 - (5) Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa;
 - (6) Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, "Allowable Costs";
 - (7) Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories;
 - (8) Transfer funds allotted for construction activities (as defined in the Mandatory Provision entitled, "Limiting Construction Activities") to other cost categories, or vice versa;
 - (9) Subaward or contract any work under this award, if such subawards or contracts

03/31/2021 Partial Revision

were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or

- (10) If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by the AO.

- c. Failure by the recipient to obtain the approvals required above, or elsewhere in this award, may result in the AO disallowing such costs. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, the AO will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

[END OF PROVISION]

M4. NOTICES (JUNE 2012)

Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows:

- (1) To the USAID Agreement Officer, at the address specified in this award; or
- (2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

[END OF PROVISION]

M5. PROCUREMENT POLICIES (JUNE 2012)

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

- a. Procurement Policies and Procedures. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements. The recipient may designate a reasonable micro-purchase threshold (e.g., \$2,500) under which more simplified acquisition procedures may apply. The recipient's procurement procedures must provide, at a minimum:

- (1) Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:

- (i) All responsible sources are permitted to compete in an equal manner.
 - (ii) Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.
 - (iii) Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors.
 - (iv) The recipient is encouraged to use U.S. small businesses whenever practicable.
- (2) Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.
- (3) The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.
- (4) Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.
- (i) Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subawards. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.
 - (ii) Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.
- (5) The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation:
- (i) Basis for contractor selection;
 - (ii) Justification for lack of competition when competitive bids or offers are not obtained; and
 - (iii) Basis for award cost or price.
- (6) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the

particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a- percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.

- b. For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:
 - (1) Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and
 - (2) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

- a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- b. Ineligible and Restricted Commodities and Services:
 - (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" and Standard Provision "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals" must not be used to provide any commodities or services funded under this award.
 - (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
 - (i) Agricultural commodities,

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

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see [ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID](#).

- d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.
- e. This provision must be included in all subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

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

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

- (4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.
- c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
- (1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.
 - (2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:
 - (i) Activities funded by USAID, then
 - (ii) Activities funded by other United States Government (USG) agencies, then
 - (iii) As directed by the Agreement Officer (AO).
- d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:
- (1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.
 - (2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.
 - (3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.
- e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.
- (1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

- (2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.
 - (3) Real or intangible property, of any value.
- f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:
 - (1) The recipient may retain title with no further obligation to USAID.
 - (2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.
 - (3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.
- g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.
- h. This provision must be included in all subawards and contracts.

[END OF PROVISION]

**M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND
DATA RIGHTS (JUNE 2012)**

- a. Submissions to the Development Experience Clearinghouse (DEC).
 - 1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
 - 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at:
<http://dec.usaid.gov>

- 3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.
- 5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. Rights in Data

- 1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.
- 2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

c. Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

d. The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

**M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED
ASSISTANCE (DECEMBER 2014)**

- a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people”, unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required presidential initiative or related identity) is available on the USAID Web site at www.usaid.gov. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
 - (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
- c. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
- d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

- e. Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:

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

- f. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

- g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (3) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate; or
- (7) Conflict with international law.

- h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

- (1) Approved waivers "flow down" to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

- (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- i. The recipient must include the following marking provision in any subagreements entered into under this award:

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

[END OF PROVISION]

M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)

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

03/31/2021 Partial Revision

award.

- f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."
- g. The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2018)

- a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.
- b. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.
- c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.
- d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.
 - (1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations.

03/31/2021 Partial Revision

- (2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.
- e. As part of the recipient's internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin - Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).
 - f. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.
 - g. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.
 - h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.
 - g. The substance of this provision, including this paragraph g., must be included in all subawards. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

- a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.
- b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

03/31/2021 Partial Revision

USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

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

[END OF PROVISION]

M13. DISPUTES AND APPEALS (DECEMBER 2014)

- a. Any dispute under this award will be decided by the Agreement Officer (AO). The AO must furnish the recipient a written copy of the decision.
- b. Decisions of the AO are final unless the recipient appeals the decision to USAID's Deputy Assistant Administrator, Bureau for Management. Any appeal made under this provision must

03/31/2021 Partial Revision

be in writing, postmarked within 30 calendar days of receipt of the AO's decision; include all relevant and material evidence; and be addressed to the Deputy Assistant Administrator, Bureau for Management, U.S. Agency for International Development, Management Bureau, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523. A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.

- c. A decision under this provision by the Deputy Assistant Administrator, Bureau for Management is final.
- d. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND

INDIVIDUALS (MAY 2020)

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

[END OF PROVISION]

M15. TRAFFICKING IN PERSONS (APRIL 2016)

- a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
 - (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;

- (4) Acts that directly support or advance trafficking in persons, including the following acts:
- i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
- (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken

against the employee for violations.

- (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
 - f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
 - g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
 - h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

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

a. REQUIREMENTS FOR VOLUNTARY STERILIZATION PROGRAMS

- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

b. PROHIBITION ON ABORTION-RELATED ACTIVITIES:

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

[END OF PROVISION]

M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)**a. Faith-Based Organizations Encouraged**

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

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

b. Explicitly Religious Activities Prohibited.

- (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
- (2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly

03/31/2021 Partial Revision

religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:

- (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
- (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
- (iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- c.** Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- d.** Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.
- e.** A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.
- f.** The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
- g.** This provision must be included in all subawards under this award.

[END OF PROVISION]

M18. NONDISCRIMINATION (JUNE 2012)

03/31/2021 Partial Revision

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

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

[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: *In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert "Construction is not eligible for reimbursement under this award" in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.*

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, watertreatment facilities, and vertical structures.

- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.
- d) Description
[Type of construction and location(s)]
- e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.
[END OF PROVISION]

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

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

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

(a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Assistance ("IPN Portal)" means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>.

"IPN Portal Administrator" means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

"Universal bilateral amendment" means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

(b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to:

(1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and

(2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(c) Procedure to register for notifications.

Go to <https://sites.google.com/site/usaaidipnforassistance/> and click the "Register" button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient's review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment. Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following:

- (1)** (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;
- (2)** Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or
- (3)** Notify the AO that the Recipient declines to sign the amendment.

Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[End of Provision]

M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS
(SEPTEMBER 2014)

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

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

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

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

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

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

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

M23. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

a. Definitions. For the purpose of submissions to the DDL:

- (1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) **(See M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)).**
- (2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports,

progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

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

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

- (3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The recipient must not submit classified data to the DDL.

[End of Provision]

**M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY
AGREEMENTS OR STATEMENTS (MAY 2017)**

(a) Definitions.

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

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

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

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

has the meaning given in 2 CFR Part 200.

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

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

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

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

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

(End of Provision)

M25. CHILD SAFEGUARDING (JUNE 2015)

- (a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:
- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a)(1) through (6).
- (c) The following definitions apply for purposes of this provision:
- (1) Child: A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting

03/31/2021 Partial Revision

(regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

- (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
 - (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 - (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner.
Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID- funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
- (d) The recipient must insert the provisions in (a) and (b) in all subawards under this award.

[End of Provision]

M26. MANDATORY DISCLOSURES (NOVEMBER 2020)

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

Disclosures must be sent to:

U.S. Agency for International Development Office of the
Inspector General
P.O. Box 657
Washington, DC 20044-0657

Phone: [1-800-230-6539](tel:1-800-230-6539) or [202-712-1023](tel:202-712-1023)
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

03/31/2021 Partial Revision

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]

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

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

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

[End of Provision]

M28. CONFLICT OF INTEREST (AUGUST 2018)

- a. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
- b. The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest.
- c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
- d. The recipient must have a system or systems in place to identify, address, resolve, and disclose

to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.

- e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.
- f. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.
- h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
- i. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[End Of Provision]

M29. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUGUST 2020)

- a. The Recipient is prohibited from using grant funds, including direct and indirect costs, program income, and any cost share to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. Telecommunication costs and video surveillance costs incurred for telecommunications and video surveillance services and equipment such as phones, internet, video surveillance, and cloud servers are allowable except for those referenced in paragraph a. above.
- c. Definitions. The terms used in this provision have the following meanings:
 - (1) "Covered telecommunication equipment or services" as defined in Pub. L. 115-232, Section 889, means any of the following:

03/31/2021 Partial Revision

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) "Covered foreign country" is defined in Pub. L. 115-232, Section 889 as the People's Republic of China.
- (3) "Telecommunications costs" as defined in 2 CFR 200.1 means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.
- d. This provision must be incorporated into all subawards.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

RAA1. ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)

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

ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)

- a. The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).
- b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless:
 - (1) The recipient receives less than \$250,000 in USG awards per year;
 - (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 in a twelve month period on USG cash balances;
 - (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account; or
 - (4) A foreign government or banking system prohibits interest bearing accounts.
- c. The recipient may retain up to \$500 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.
- e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard Form-425 Federal Financial Report or Standard Form-1034 Public Voucher for Purchases and Services Other Than Personal. (See <http://www.gsa.gov/portal/forms/type/SF> for forms.) The

recipient must print the statement "Request for Advance" at the top of the form.

- f. In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow.

The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. An advance may not exceed 30 days of the organization's projected expenses. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted:

- (1) Every 30 days covering a 30-day period;
- (2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or
- (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

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

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

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

- h. When this award expires, the recipient must immediately return all unexpended funds that USAID has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.
- i. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of

03/31/2021 Partial Revision

paragraph c., any interest over \$500 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)

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

REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)

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

[END OF PROVISION]

RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (NOVEMBER 2020)

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

INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (NOVEMBER 2020)

- a. Definitions. As used in this clause—

“Indirect (Facilities & Administrative (F&A)) costs” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives

served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

“Indirect cost rate proposal” means the documentation prepared by a non- Federal entity to substantiate its request for the establishment of an indirect cost rate as described in Appendix III through Appendix VII and Appendix IX to 2 CFR 200.

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

(1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(2) Is not organized primarily for profit; and

(3) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

- d. Allowability of costs and acceptability of cost allocation methods will be determined in accordance with the applicable cost principles. The applicable cost principles can be found in the Standard Provision, “Allowable Cost.”
- e. The results of each negotiation will be set forth in a Negotiated Indirect Cost Rate Agreement (NICRA) signed by both parties, and is automatically incorporated into this award. This award must specify (1) the agreed upon provisional and final indirect cost rate(s), (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The NICRA will not

change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

- f. Pending establishment of final indirect cost rates for any fiscal year, the recipient will be reimbursed either at negotiated provisional rates or at billing rates acceptable to the AO, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year.
- g. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

[END OF PROVISION]

RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)

APPLICABILITY: *This provision is applicable to awards where all of the following are true: 1) the recipient has never received A Negotiated Indirect Cost Rate Agreement (NICRA); 2) the recipient has chosen not to use the 10% de minimis rate authorized in 2 CFR 200.414(f); and 3) the indirect costs are not included as other direct costs in the budget. When using this provision, all indirect costs must be charged as a fixed amount and must be shown as a separate line item in the budget.*

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

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

amount for indirect costs to equitably charge the indirect costs that benefit this award.

[END OF PROVISION]

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

APPLICABILITY: *This provision is applicable to awards where the recipient does not have a current negotiated indirect cost rate and has elected to charge a de minimis rate of 10% of modified total direct costs (MTDC). When using this provision, the award budget must reflect the de minimis rate of 10% if requested by the recipient. The award budget must not include direct costs that the recipient indicated were included in the indirect rate.*

INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)

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

[END OF PROVISION]

RAA6. UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)

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, from paragraph d. below:*

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, at the prime award or subaward level, 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 (based on a USAID determination)**(3) Awards where the AO 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 IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)**

a. Requirement for System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another Federal award term.

b. Requirement for Unique Entity Identifier. If you are authorized to make subawards under this Federal award, you:

- (1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
- (2) May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

c. Definitions. For purposes of this term:

- (1) System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- (2) Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
- (3) Entity includes non-Federal entities as defined in 2 CFR 200.1 and **also includes** all of the following, for purposes of this part:

- a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
- (4) Subaward has the meaning given in 2 CFR 200.1.
- (5) Subrecipient has the meaning given in 2 CFR 200.1.

ADDENDUM (NOVEMBER 2020):

- d. Exceptions.** The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the SAM do not apply, at the prime award or subaward level, 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 (based on a USAID determination)
- (3) Awards where the Agreement Officer determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or, that these requirements would cause personal safety concerns.

- e.** This provision does not need to be included in subawards.

[END OF PROVISION]

RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION
(NOVEMBER 2020)

APPLICABILITY: *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards expected to equal or exceed \$30,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If the AO determines that an exemption applies, the AO must provide guidance to the recipient on reporting with generic information.*

Exemptions.

- (1) *The requirements to report under this provision do not apply to:*
 - (i) *Awards to individuals*
 - (ii) *Awards less than \$30,000*
- (2) *When the AO determines, in writing, that these requirements would cause personal*

safety concerns, reporting under this provision can be accomplished using generic information.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)

a. Reporting of First-Tier Subawards.

- (1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
- (2) Where and when to report.
 - (i) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.
 - (ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- (3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. REPORTING TOTAL COMPENSATION OF RECIPIENT EXECUTIVES FOR NON-FEDERAL ENTITIES.

- (1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
 - (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - (ii) In the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
- (2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:
 - (i) As part of your registration profile at www.sam.gov/.
 - (ii) By the end of the month following the month in which this award is made, and annually thereafter.

C. REPORTING OF TOTAL COMPENSATION OF SUBRECIPIENT EXECUTIVES.

- (1) Applicability and what to report. Unless you are exempt, as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –
 - (i) In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
- (2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

- (i) To the recipient.
- (ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. EXEMPTIONS.

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

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

e. DEFINITIONS.

For purposes of this award term:

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

- (ii) Is accountable to you for the use of the Federal funds provided by the subaward.
- (6) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- (i) Salary and bonus.
 - (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (v) Above-market earnings on deferred compensation which is not tax-qualified.
 - (vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

RAA8. SUBAWARDS (DECEMBER 2014)

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

SUBAWARDS (DECEMBER 2014)

- a. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- b. The recipient remains responsible for the work that is subawarded, and therefore, the recipient must comply with the following:
 - (1) Subrecipient's responsibility: The recipient must determine that the subrecipient

possesses the ability to perform successfully under the terms and conditions of a proposed award, taking into consideration the subrecipient's integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The recipients must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals."

Ø Enter into a written subaward: All subawards must contain the following:

- (i) Program description, budget, and period of performance,
- (ii) Terms and conditions to define a sound and complete agreement,
- (iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted.
- (iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.

- C. Unless otherwise approved by the USAID Agreement Officer, the recipient must not provide funds to the governments of or entities controlled by the governments of countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

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

TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

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

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

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

[END OF PROVISION]

RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

U.S. Agency for International Development, Bureau
for Management
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
USAID Annex
Washington, DC 20523-7900

EMAIL: OCEANTRANSPORTATION@USAID.GOV

- b. This provision must be included in all subagreements, including subawards and contracts.
[END OF PROVISION]

RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

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

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

- a. By April 16 of each year, the recipient must submit a report containing:
- (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].
- c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

- d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

[END OF PROVISION]

RAA12. PATENT RIGHTS (JUNE 2012)

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

PATENT RIGHTS (JUNE 2012)

a. Patent Rights

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

retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:

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

[END OF PROVISION]

RAA13. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

APPLICABILITY:

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

EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

For any Exchange Visitor, Participant Training or Invitational Travel activities, the recipient must comply with this provision.

a. DEFINITIONS:

- (1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.
- (2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.
- (3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A

learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

- (4) **Invitational Travel** is a type of travel that USAID funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.
- b. **Program Monitoring and Data Reporting:** The recipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.
- (1) For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS).
 - (2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Participant Training data.
- c. **HEALTH AND ACCIDENT INSURANCE:**
- (1) For Exchange Visitors traveling to the United States, the recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer's Representative.
 - (2) For Participants traveling to a third country, the recipient must obtain health and accident insurance coverage for all Participants.
 - (3) For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

d. IMMIGRATION REQUIREMENTS:

- (1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).
- (2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

- e. **Language Proficiency:** The recipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.
- f. **Pre-departure Orientation:** The recipient must conduct pre-departure orientation for U.S.-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods.
- g. **Conditions of Sponsorship:** The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long- term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.
- h. **Exchange Visitor Security Risk and Fraud Inquiry:** Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI.
- i. **Fly America:** To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, "International Air Travel and Air Transportation of Property."
- j. **Use of Minority Serving Institutions:** For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]

RAA14. INVESTMENT PROMOTION (NOVEMBER 2003)

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

INVESTMENT PROMOTION (NOVEMBER 2003)

- a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.
- b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.
- c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subawards entered into hereunder.

[END OF PROVISION]

RAA15. COST SHARE (JUNE 2012)

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

COST SHARE (JUNE 2012)

- a. During the period of this award, the recipient agrees to spend an amount of funds from non-U.S. Government sources specified as Cost Share, as provided in the award budget. Any Cost Share restrictions contained in this award take precedence over the terms of this provision.
- b. The recipient's Cost Share under this award may include project costs incurred by the recipient from its own funds, or project costs financed with cash, services, or property contributed or donated to the recipient from other non-U.S. Government sources, including subrecipients. Not all Cost Share requires cash outlays by the recipient; examples are depreciation and use charges for buildings and equipment.
- c. The recipient's Cost Share contributions, both cash and in-kind, must meet all of the following criteria:
 - (1) Are verifiable from the recipient's records;
 - (2) Are not included as cost share contributions for any other U.S.

- Government (USG) -assisted program;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of this award's objectives;
 - (4) Are allowable under the Standard Provision, "Allowable Costs";
 - (5) Are not paid by the USG under another grant or agreement (unless the grant or agreement is authorized to be used for Cost Share); and
 - (6) Are included in the approved budget.
- d. The source, nationality, and restricted goods requirements in the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services" do not apply to cost share expenditures.
- e. The value of non-U.S. Government in-kind contributions applied to Cost Share is established by the following procedures:
- (1) Volunteer services must be an integral and necessary part of an approved program. Rates for volunteers must be consistent with those paid for similar work in the recipient's organization, or consistent with those paid for similar work in the labor market in which the recipient competes. Volunteer services furnished by others must be valued at the employee's regular rate of pay, exclusive of overhead costs, provided these services are of the same skill for which the employee is normally paid. In any case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
 - (2) The assessed value of donated supplies and equipment must be reasonable and must not exceed the fair market value of the property at the time of the donation.
 - (3) The value of donated property must be determined in accordance with the usual accounting policies of the recipient with the following qualifications:
 - (i) If the purpose of this award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as Cost Share.
 - (ii) If the purpose of this award is to support activities that require the use of equipment, buildings, or land, normally only depreciation or use charges for equipment and buildings may be made. However, the Agreement Officer (AO) may approve the charge of the full value of equipment or other capital assets and fair rental charges for land.
 - iii) The value of donated land and buildings must not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser.
 - (iv) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.
 - (v) The value of donated space must not exceed the fair rental value of comparable space and facilities in a privately owned building in the same locality, as determined by adequate market research.
 - (vi) The value of loaned equipment must not exceed its fair rental value.

- f. The recipient must provide supporting records for in-kind contributions from third parties.
 - (1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.
 - (2) The basis for determining the valuation for personal services, material, equipment, buildings, and land must be documented.
- g. If the recipient expends less than the agreed upon Cost Share as specified in this award, the AO may apply the difference to reduce the amount of USAID funding for the following funding period, require the recipient to refund the difference to USAID when this award expires or is terminated, or reduce the amount of cost share required under the award.
- h. In the event of any disallowance of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the Standard Provisions of this award.

[END OF PROVISION]

RAA16. PROGRAM INCOME (AUGUST 2020)

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

PROGRAM INCOME (AUGUST 2020)

- a. Program income is gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes, but is not limited to: income from fees for services performed; the use or rental of real or personal property acquired under Federal awards; the sale of commodities or items fabricated under a Federal award; license fees and royalties on patents and copyrights; and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, or interest earned on any of them.
- b. Program income must be used for the purposes, and under the conditions of, the award, to further project objectives, program objectives, or award activities. Program income must be used only for allowable program costs. Interest earned on program income is subject to the same conditions as program income.
- c. The recipient must apply the approach for use of program income as specified in the schedule of the award. This may include one of the three approaches listed below (see also [2 CFR 200.307](#)). The recipient must also follow the standards in this provision to account for gross income earned from Federally-supported activities under this award.

- 1) If the deduction approach is used, the recipient must use the program income for current costs, prior to drawdown of USAID funds under the award.
- 2) If the addition approach is used, the total award amount is increased by the amount of program income. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures.
- 3) If the cost sharing approach is used, the amount of the award remains the same. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures.

d. Costs subject to generating program income under this award may be deducted from gross income to calculate program income, provided these costs have not been charged to this award and comply with the standard provision, "Allowable Costs."

e. The recipient must report program income using the [Federal Financial Report, SF-425](#). Program income must be accounted for in the same ratio as USAID's participation in the program. For example, if USAID funded 75 percent of a recipient's program, then the recipient must report 75 percent of any program income earned under the award as "Federal program income earned" on the SF-425.

f. The recipient should continue to use program income earned after the period of the award to further award objectives, but is not subject to Federal requirements governing the disposition of program income earned after the end of the period of performance for the award.

[END OF PROVISION]

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

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

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

Further information found in the Mandatory Reference for ADS 303, "Guidance on Funding Foreign Government Delegations to International Conferences,"
(<http://www.usaid.gov/ads/policy/300/350maa>).

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

- a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

b. Definitions:

- (1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.
- (2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.
- (3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

[END OF PROVISION]

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

APPLICABILITY: *This provision must be included in solicitations and in awards involving construction.*

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

- a. One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs).
- b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.
- d. New Construction. All new construction will comply with the above standards for accessibility.

- e. Alterations. Changes to an existing structure that affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:
 - (1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
 - (2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

RAA19. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

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

PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

- a. The recipient is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).
- b. The recipient must assure USAID of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:
 - (1) Obtaining a Federal-Wide Assurance (FWA) from the U.S. Department of Health and Human Services. Instructions on obtaining an FWA can be found on the Office of Human Research Protection Web site <http://www.hhs.gov/ohrp/assurances/assurances/file/index.html>; or

- (2) Submitting to the Agreement Officer's Representative (AOR) for USAID approval, a written assurance which includes a statement of principles governing the recipient's responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or
 - (3) Submitting to the AOR for USAID approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in 22 CFR 225.
- c. Definitions for the purposes of this award:
- (1) Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.
 - (2) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains
 - (i) Data through intervention or interaction with the individual, or
 - (ii) Identifiable private information.
 - (3) Intervention includes both physical procedures by which data are gathered and the changes to the subject or the subject's environment performed for research purposes.
 - (2) Institutional Review Board means a properly constituted ethical committee which will review the research.
- d. USAID staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, USAID may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the following statement:

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

[END OF PROVISION]

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

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

- (1) *uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386; and*

- (2) *covers a program that targets victims of severe forms of trafficking in persons (as defined below) and provides services to individuals while they are still engaged in activities that resulted from such victims being trafficked.*

“Severe forms of trafficking in persons” means

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

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

By accepting this award, the recipient hereby states that it does not promote, support, or advocate the legalization or practice of prostitution. This statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

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

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

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

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

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

[END OF PROVISION]

RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

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

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

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

[END OF PROVISION]

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

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

**VOLUNTARY POPULATION PLANNING ACTIVITIES –
SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**

a. Voluntary Participation and Family Planning Methods:

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

b. REQUIREMENTS FOR VOLUNTARY FAMILY PLANNING PROJECTS

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization (PIO) provides family planning

services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

- (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or healthcare, based on the person's decision not to accept family planning services offered by the project.
- (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
- (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

- (9)
- i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs b.(3), b.(4), b.(5), or b.(7).
 - ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph b.(6) and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. ADDITIONAL REQUIREMENTS FOR VOLUNTARY STERILIZATION PROGRAMS

- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
- (3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.
- (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.

d. PROHIBITION ON ABORTION-RELATED ACTIVITIES:

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

[END OF PROVISION]

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

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

CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

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

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

[END OF PROVISION]

RAA25. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

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

CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms". This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>.

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

[END OF PROVISION]

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

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

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

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

03/31/2021 Partial Revision

- (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - (ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.
 - (iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

- (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

- (c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

- (d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities.
- (e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

[END OF PROVISION]

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

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

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

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

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

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

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

[END OF PROVISION]

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

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

DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT (DECEMBER 2014)

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

- (a) The Contractor must--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID- financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

03/31/2021 Partial Revision

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lshba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

RAA29. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)

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

AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary

fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

[END OF PROVISION]

RAA30. RESERVED

RAA31. 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 awards expected to exceed \$50,000 and that are performed outside of the United States, including U.S. territories, and that are in support of a contingency operation as defined in 2 CFR 183.35 in which members of the Armed Forces are or may become actively engaged in hostilities.*

NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

1. Prohibition on Providing Funds to the Enemy

- (a) The recipient must—

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

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

- (b) The recipient may include the substance of this clause, including paragraph

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

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

2. ADDITIONAL ACCESS TO RECIPIENT RECORDS

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which

members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

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

[END OF PROVISION]

[END OF THE STANDARD PROVISIONS]

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Code of Conduct Cover Note for Carter Center Partners

The attached Code of Conduct represents the values of The Carter Center and the standards to which all Carter Center partners must hold themselves. While this document was written with a focus on direct Carter Center employees, it applies to all partners with the following clarifications:

1. Application

Introduction section, Paragraph four (4) notes:

This Code of Conduct sets forth an ethical framework to ensure each staff person understands Carter Center expectations and to guide our behavior based on Carter Center values. It applies to all field staff, consultants, students (e.g. interns, graduate assistants), volunteers, and Carter Center visitors to our field offices. **It also applies to partners interacting with Carter Center staff and recipients of Carter funding from or through The Carter Center.**

Please note, in all cases where the word “staff” is used in the Code of Conduct, “partner/subgrantee/contractor/other associate” are understood to be included without exception.

For partner/subgrantees, the code of conduct must be signed by all individuals involved in implementation of Carter Center funded initiatives.

2. Reporting

Partners/subgrantees are expected to report observed violations of the Code of Conduct to one of the following: Carter Center Country Representative/Field office Director/Chief of Party, Carter Center Program Director, or Senior Director, Carter Center Office of International Support (craig.withers@cartercenter.org). Please utilize this reporting structure where the Code of Conflict reads “Atlanta” or indicates other reporting options.

3. Fundamental Principles:

All clauses apply to partners with the following modifications:

Clause 7 applies with the removal of the phrase “in The Carter Center”

Clauses 9, 10, and 13 apply with the removal of the phrase “on Carter Center Property”

4. General Operating Procedures for Field Operations and Staff:

All clauses apply to partners **except** for Clauses: 9, 10, 12, 13, 23

5. Conflict of Interest

The conflict of interest paragraphs apply only to the time during which partner staff are working on Carter Center-funded activities. It is not meant to preclude the partner from working on other projects or work.

Revised October 8, 2020

In Process

THE CARTER CENTER, INC.

OVERSEAS CODE OF CONDUCT

TABLE OF CONTENTS

INTRODUCTION 2

 Staff Awareness and Reporting Requirements..... 2

OVERSEAS CODE OF CONDUCT..... 4

 Fundamental Principles..... 4

 General Operating Procedures for Field Staff 5

 Confidentiality 7

 Conflict of Interest 8

 Extracurricular Activities..... 9

 Political Activities..... 9

 Safeguarding 9

 Safeguarding Responsibilities 10

Child Safeguarding 10

 Child Safeguarding Responsibilities 10

 Media Guidelines for Child Safeguarding 11

Trafficking in Persons..... 12

 Trafficking in Persons Explained..... 13

 Indicators That a Person May Be a Trafficking Victim 15

 What Is NOT Human Trafficking? 16

Overseas Code of Conduct Acknowledgement 18

INTRODUCTION

The Carter Center, Inc. (“TCC”) is guided by a fundamental commitment to human rights and the alleviation of human suffering. It seeks to prevent and resolve conflicts, enhance freedom and democracy, and improve health.

The reputation of TCC is essential to the success of its work. All TCC staff are expected to take personal responsibility for their actions, conduct themselves in a positive and ethical manner, and adhere to the highest standards of honesty and integrity.

TCC believes communities thrive by valuing the rights and dignity of the individual and by treating all people with fairness and respect.

This Overseas Code of Conduct sets forth an ethical framework to ensure each staff person understands TCC’s expectations and to guide our behavior based on TCC’s values. The term “staff” as used in this document applies to all field staff, associates, consultants, students (interns and graduate assistants), volunteers, Atlanta-based visitors to our field offices, non-field staff on business outside the US, partners interacting with TCC staff, and recipients/subrecipients of funding from or through TCC. Non-field staff based in Atlanta adhere to Emory University’s Standards of Conduct, but when in travel status, they must also adhere to the Overseas Code of Conduct.

This Overseas Code of Conduct operates in conjunction with all other field policies and procedures, including the Sexual Harassment Policy and the Overseas Security Policy.

It is the expectation and responsibility of all TCC field personnel to maintain satisfactory performance and at the same time commit to the standards set forth in the Overseas Code of Conduct. In addition, individuals are responsible for reporting violations of the Overseas Code of Conduct to their supervisor or Country Representative/Field Office Director or equivalent (Program Manager or Chief Operating Officer), Program Director, Vice President, or Overseas Operations.

Staff Awareness and Reporting Requirements

A variety of methods exist for reporting violations of the Overseas Code of Conduct and other policies anonymously. Reports may be filed as follows:

- **Confidential and Anonymous Web Reporting Portal:**

TCC has zero tolerance for the misuse of funds and resources. TCC encourages all staff to report any concerns about fraud, waste, or abuse of TCC resources. TCC provides a reporting portal for the confidential and anonymous reporting, without fear of retaliation, of these concerns. No retaliatory action will be taken against any TCC staff member who discloses and reasonably believes there are concerns of possible fraud, waste, and/or abuse.

Please click on [File a Report](#) (link to TCC web portal).

This reporting portal is maintained by an independent third-party provider, Compliance Line, to protect the anonymity of all users. The online reporting tool is available 24 hours a day, 7 days a week, for staff to confidentially report fraud, waste, and abuse concerns at TCC. Staff should not use this tool for emergency situations. All emergencies should be referred to local authorities.

- Regular Mail:

The Carter Center
Attn: Vice President, Overseas Operations
453 John Lewis Freedom Parkway
Atlanta, Georgia 30307

- Staff and associates may report, without fear of retaliation, any activity inconsistent with the anti-trafficking provisions in this document to the Global Human Trafficking Hotline, at 1-844-888-FREE or via email at help@befree.org.
- The Sexual Harassment confidential counseling as available 24 hours a day/7 days a week at 351-21-454-2175.
- The Emory Trust Line is designed to give you an avenue for reporting serious concerns and violations to Emory's management in a confidential manner, without fear of reprisal. Call the Emory Trust Line at 1-888-550-8850.

Field staff must review and acknowledge the Overseas Code of Conduct upon joining TCC and annually thereafter.

Non-field staff subject to the Overseas Code of Conduct must review and acknowledge the Overseas Code of Conduct prior to their first overseas trip and annually thereafter.

All TCC staff, associates, and subcontractors have a responsibility to report and must report, without fear of retaliation, any improprieties of which they are aware to Overseas Operations, any Atlanta supervisor, Country Representative/Field Office Director, senior field office supervisor, or Atlanta human resources representative.

Staff may be subject to disciplinary action, up to and including termination of employment, for failure to uphold or comply with the Overseas Code of Conduct.

A separate explanatory cover letter will be provided with the Overseas Code of Conduct to partners interacting with TCC staff and recipients/subrecipients of funding from or through TCC. For recipients/subrecipients and their associates, failure to comply with the Overseas Code of Conduct is grounds for TCC to take any and all appropriate remedial action, up to and including immediate termination of an award/contract with TCC.

OVERSEAS CODE OF CONDUCT

Fundamental Principles

1. All duties shall be conducted in a responsible, safe manner and with integrity.
2. There shall be no behavior harmful to the reputation and mission of TCC. This includes, but is not limited to, ensuring that expressions of personal opinions are separate from and not attributed to TCC.
3. There shall be no disruptive, discourteous, demeaning, and/or abusive statements or behavior that adversely affect staff, colleagues, or visitors.
4. There shall be no act of physical misbehavior, aggression or violence, including, but not limited to, provoking or participating in fighting or making threats.
5. There shall be no discrimination, harassment, or retaliation on the basis of race, age, color, religion, ethnicity, national origin or ancestry, sex, gender, disability (physical, mental, or otherwise), pregnancy, marital status, genetic information, sexual orientation, or gender identity or expression.
6. There shall be no sexual relationship with program partners or children (individuals under eighteen years of age).
7. There shall be no use of a position of authority in TCC to sexually exploit or abuse a fellow worker by taking advantage of his or her vulnerability. This includes, but is not limited to, threatening or intimidating behavior, abusive language, comments or jokes that make others feel uncomfortable or discriminatory or sexually suggestive posters, screensavers, photographs, or other displays that make the workplace an unpleasant or hostile work environment.
8. There is no tolerance for engaging in or supporting trafficking in persons, procurement of or participation in commercial sex acts, or use of forced labor (*see* Safeguarding, Child Safeguarding, and Trafficking in Persons policies contained in the Overseas Code of Conduct for definitions and additional information).
9. There shall be no commercial solicitation on TCC property or while carrying out TCC duties.
10. There shall be no effort to convert a staff person to another religion, religious belief or religious opinion (religious proselytizing) on TCC property or while carrying out TCC duties.
11. Unauthorized access, use, or abuse of TCC property, including, but not limited to, office premises, vehicles, photocopiers, computers, computer software, Internet access (e.g., pornographic sites), documents, publications, e-mails, fax machines, telephones, or furniture will not be tolerated.

12. There shall be no private services provided for the personal benefit of a supervisor. This includes, but is not limited to, performing personal errands, doing maintenance work at a supervisor's personal residence, and the borrowing of money by a supervisor.
13. There shall be no gambling or playing games on TCC property or during work hours.
14. There shall be full cooperation with any TCC investigation as provided for by applicable law.
15. All necessary licenses or certification credentials required to carry out the functions of each position must be obtained and held in the Atlanta office.
16. Conflicts of interest shall be avoided.

General Operating Procedures for Field Staff

1. There shall be no payment of bribes. [The offering or giving, directly or indirectly (through a third party acting as an agent, or a representative, or a consultant) something of value for the purpose of influencing the action of an official in the discharge of his or her public or legal duties. A bribe may consist of cash or personal favors, a promise of payment, or anything else the recipient considers valuable. TCC, incorporated in the US and a recipient of funds from the United Kingdom, must comply with both the US Foreign Corrupt Practices Act of 1977 (signed into law by President Jimmy Carter) and the UK's Bribery Act of 2010.]
2. No salary or salary "top off" is to be paid to staff of other institutions.
3. Confidential information and records must be managed and controlled to ensure confidentiality.
4. All local contracts and compensation shall comply with national and local laws.
5. All official government requests are to be shared promptly with Atlanta (Program Director or Overseas Operations) and handled in an appropriate manner. There shall be no falsification of information in response to official requests.
6. There shall be no falsification of forms, time and attendance records, or leave records.
7. There shall be no stealing of anything that belongs to TCC or has been given to TCC, including, but not limited to, donor funds.
8. All vehicles must be operated in a manner that ensures the safety of the driver and passengers:
 - a. Vehicles used outside of major towns should be operated during daylight hours.

- b. Drivers must maintain a log of each and every trip, including destination and kilometers driven for each and every trip.
 - c. Under normal conditions and on a good road, the maximum speed a vehicle may travel is 100 kph.
 - d. Drivers are prohibited from using their mobile phones or sending texts while operating a vehicle.
 - e. Drivers are prohibited from operating vehicles while under the influence of alcohol or drugs.
 - f. The driver and all passengers must use seat belts.
 - g. All vehicles must have first aid kits.
 - h. All motorcycle drivers and passengers must wear protective helmets.
 - i. All boat operators and passengers must wear life vests.
9. All staff salary advances must be approved by Atlanta (Program Director and appropriate Finance Officer).
10. All business-related travel outside of the country of operation must be approved by Atlanta (Program Director) in advance.
11. Payments to staff for work performed must reflect the local labor laws and cannot exceed the maximum number of allowable months.
12. All non-routine research activities interacting with human subjects or use of personal data about human subjects must be approved by Atlanta (Program Director) with adequate ethical/Institutional Review Board (IRB) clearance in the host country and Atlanta (Emory University) in advance of field activity taking place. If no formal ethical review structure exists, approval should be obtained from an appropriate government agency. [TCC operates under US federal-wide assurance with the US Department of Health and Human Services, which means TCC must comply with federal human subjects regulations to conduct human subjects research. To comply with human subjects regulations, TCC maintains a Memorandum of Understanding with Emory University's IRB.]
13. All persons conducting human subjects research shall have cleared Emory University's IRB.
14. Any research involving animals must be approved by an institutional animal care and use committee (IACUC) through a collaborating institution or Emory University. Any questions should be directed to the Office of Overseas Operation.

15. All contracts for services, non-routine procurement of goods, Memoranda of Understanding, Memoranda of Agreement, or other legal agreements must be reviewed and approved in advance by Atlanta (Program Director, Finance and Overseas Operations). All Memoranda of Understanding, Memoranda of Agreement, and legal documents (e.g., grant agreements, donor contracts, etc.) involving other organizations must be signed by the Chief Executive Officer of TCC.
16. All instances of losses through theft or accident shall be reported to Atlanta (Program Director or Overseas Operations) within 24 hours of any such occurrence.
17. Potential or actual exposure to legal liability, regulatory sanctions or penalties or criminal liability shall be reported to Atlanta (Program Director or Overseas Operations) within 24 hours of any such occurrence.
18. To protect the safety of the workplace and the reputation of TCC, staff must not work while under the influence of alcohol or drugs.
19. All instances in which staff are at heightened risk of harm due to program activities, civil unrest, natural disaster, or other exceptional events (e.g., being stranded or abducted) shall be reported to Atlanta (Overseas Operations) within 24 hours of any such occurrence.
20. All instances in which staff are injured shall be reported to Atlanta (Program Director or Overseas Operations) within 24 hours if any such occurrence.
21. Staff who are authorized to represent TCC on social media channels are responsible for the information shared and are expected to use good judgment and exhibit professionalism at all times.
22. Statements or other posts made on personal social media accounts also can directly or indirectly reflect on TCC. Staff are advised to use caution and good judgment at all times. Activities and information obtained while working for TCC are considered confidential.
23. All staff members should use their Office 365 email address for TCC business communications.

Confidentiality

It is the policy of TCC that all organizational information obtained while working for TCC (verbal, written, computer file, or the enterprise computer network) is owned by TCC and confidential unless otherwise stated in writing. Matters of confidentiality must be respected by all agents representing TCC and maintained in a manner that ensures its privacy and security. TCC organizational information, staff, or contract information should not be discussed in open areas (i.e., hallways, open offices, vehicles, etc.).

TCC respects the security and confidentiality of staff and contractor records. This also applies to the disclosure of information regarded as confidential within TCC. All communication systems, fax, e-mail, intranet, and internet access points are the property of TCC. Any unauthorized access

use or disclosure of confidential information will result in disciplinary action, up to and including termination of employment.

Any disclosure of private, confidential information must be approved by Overseas Operations.

Conflict of Interest

TCC is committed to conducting business in a manner that ensures staff judgment and decisions are not influenced by personal interests. When a staff member's personal interests influence, have the potential to influence, or are perceived to influence decision making, a conflict of interest exists. If there is concern about a conflict of interest, the Country Representative, Field Office Director, Chief of Party, etc., must notify the Program Director and Overseas Operations to develop a mitigation plan.

TCC requires that staff report potential conflicts of interest and avoid any business or financial relationship, transaction, or event that may be viewed as a conflict of interest between staff and an outside party. Specific circumstances that may constitute a conflict of interest include, but are not limited to, the following:

1. Holding, directly or indirectly, a position of financial or other interest (e.g., board membership) in an outside concern that provides services competitive to those provided by TCC or from which TCC secures goods and services.
2. Competing with TCC, directly or indirectly, in the purchase or sale of property or property rights, interests, and services.
3. Disclosing or using nonpublic information obtained through TCC for personal gain or profit or for a family member's personal gain or profit.
4. Accepting gratuities or special favors from an outside concern that does, or seeks to do, business with TCC that may be interpreted as an attempt to influence a staff member in the performance of duties.
5. Employment of or contracting with family members.
6. Retaining, directly or indirectly, consultants who have a financial interest or employment that conflicts with services provided by TCC.
7. During TCC work hours, using TCC resources to conduct personal consulting/personal activities. It is each staff person's responsibility to use prudent judgment in activities, events, organizations, and the use of Center resources that could compromise the TCC's integrity and effectiveness.

Extracurricular Activities

Each full-time staff person is expected to devote his or her full time and effort to carry out the responsibilities of his or her position faithfully and not undertake activities that lie outside the position's responsibilities during normal work hours or when traveling on TCC business.

Political Activities

If a staff person wants to seek elective office, he or she must take leave without pay or resign from TCC so that TCC may maintain its non-partisanship. Please inform TCC of your intention at the earliest opportunity.

Likewise, if a staff person wants to actively campaign for a candidate seeking elective office, the staff person must take leave without pay and inform TCC at the earliest opportunity. Staff members who want to canvass for a candidate outside TCC work hours or attend a political rally or campaign event must not wear any items with TCC name or logo, including, but not limited to, caps, t-shirts, or badges. [Campaigning includes: giving out campaign materials; speaking on behalf of a party or candidate at public meetings or going door to door to represent the candidate/political party; or wearing anything showing political party or candidate photographs or symbols (except when attending a rally in a private capacity as part of the audience).]

Safeguarding¹

Safeguarding means promoting and protecting people's health, wellbeing and human rights, and enabling them to live free from harm, exploitation, and abuse.

A safeguarding approach protects project participants (particularly children and at-risk adults²), associates, and volunteers from harm that arises from engagement with program operations. It entails a wide potential range of policies, procedures, and activities seeking to address child and adult safety and wellbeing.

TCC's intent is to keep children and adults safe. This is accomplished by ensuring the highest standards of behavior from our organizational representatives and minimizing the risk of abusers entering our organization.

¹ In 2003, the UN Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse was issued. It has been applied by all major humanitarian agencies and integrated into their policies and procedures. The "do no harm" principle is now widely recognized and implemented, and safeguarding measures for organizations are an important element in the wider strengthening of protection systems at national and local levels.

² An "at-risk" adult is defined as anyone over eighteen years of age who, because of age and/or disability, is susceptible to abuse, neglect, and exploitation because they are unable to obtain services necessary for their health, safety, or welfare or lack sufficient understanding or capacity to make or communicate responsible decisions.

The purpose of this safeguarding policy is to ensure that TCC implements activities in a safe and protective environment where harm, exploitation, and abuse of children and adults are effectively prevented and prohibited. This policy is intended to protect all people, particularly children, at risk adults and beneficiaries of assistance from any harm that may be caused due to their coming into contact with TCC. And this policy also sets forth the commitments made by TCC and informs staff and associated personnel of their responsibilities in relation to safeguarding.

Safeguarding Responsibilities

TCC staff and associated personnel must not:

1. Sexually abuse or exploit at risk adults or children.
2. Subject at risk adults or children to physical, emotional or psychological abuse or neglect.

TCC staff and associated personnel should:

1. Be vigilant within the workplace for signs of harm in order to prevent or disrupt it from happening.
2. Conduct safeguarding risk assessments of our organization, locations, projects, and processes to ensure inclusive environments for all children and adults we support.
3. Be aware about their safeguarding roles and responsibilities and know how to recognize, identify, and respond to safeguarding concerns and disclosures.

Child Safeguarding

A child safeguarding approach is one designed to identify and minimize the risks of harm or abuse to children from any planned activity. TCC aims to minimize the risk of harm to children from associates, operations, and program activities, including reporting any concerns about children's safety within communities where we work to the appropriate authorities. It is known that children with disabilities face particular risks relating to safeguarding.

Child Safeguarding Responsibilities

1. 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 photographing, filming, or other activities that generate images of children.
2. Ensure that we operate in compliance with host country and local child welfare and protections legislation or international standards, whichever provides greater protection, and with US 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. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children.
6. Recognize child abuse, exploitation or neglect and report it. This is mandatory. All allegations will be investigated and managed by appropriate personnel, with TCC taking appropriate remedial action in response to any such allegations.
7. Give children a voice and create an environment and provide opportunities for children to tell us what we are doing well, what risks exist to them, and how we can help keep them and others safe.
8. Clearly outlining to everyone our policies and procedures that keep children safe. This are mandatory for everyone involved in our organization.
9. Use caution with interacting and befriending with children under the age of eighteen on social media.

Media Guidelines for Child Safeguarding

TCC is committed to adhering to ethical guiding principles on communications to minimize the risk of individuals with ulterior motives, including, but not limited to, misusing photographs and related information beyond the agreed purpose and consent. The best interests of the child are to be safeguarded as a primary consideration. TCC associates and partners must abide by the following guidelines:

1. Ensure all interviews and images of children are undertaken with sensitivity in order to safeguard rights to dignity, identity, confidentiality, and privacy. When possible, children should be prepared for interviews in advance. A parent or guardian should be present during interviews or, at a minimum their permission should be sought beforehand from a professional adult with agreed responsibility (including, but not limited to, medical or educational professionals) to be present on their behalf.
2. Pictures of children should be decent and respectful and should not stigmatize communities, families, or individual children. All children should wear decent clothing appropriate to local custom. Prior consent to use information collected in interviews and/or images of children must be obtained from children themselves (if they possess the maturity to do so) and from their parents and/or guardians, if applicable. To help keep children safe, consideration should be given to how much information is published.
3. TCC and its partners are committed to carefully guarding any information about children featured in their publications or made available to third parties and to ensuring that personal data are used appropriately. Full names should never be provided alongside other identifiers, including, but not limited to, date of birth or community.

4. Pictures, materials, and personal information regarding children will be held in a secure database. Access to these materials will be available only through a password-protected system. The misuse of images accessed will not be tolerated.

Trafficking in Persons

TCC staff and associated personnel are prohibited from:

1. Trafficking in persons.³
2. Procuring a commercial sex act.⁴
3. Using forced labor.⁵
4. Engaging in acts that directly support or advance trafficking in persons, including, but not limited to:
 - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside of the US to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - i. Exempted from the requirement to provide or pay for such transportation by the US grant awarding agency; or
 - ii. The employee is a victim of human trafficking who is seeking services or legal redress in the country of employment or who is a witness in a human trafficking enforcement action.
 - c. Using misleading or fraudulent recruiting practices during the recruitment of staff or associates or offering of employment, including, but not limited to, failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of staff and associates regarding the key terms and conditions of employment, including, but not limited to, wages and fringe benefits, location of work, living conditions, housing and

³ Trafficking in persons broadly identifies activities in which individuals coerce others into commercial sexual exploitation, forced labor, debt bondage, domestic servitude, or the use of children in armed conflict, as child soldiers.

⁴ Defined as any sex act on account of which anything of value is given to or received by any person.

⁵ Defined as labor obtained by any of the following methods: 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, debt bondage, or slavery.

associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.

- d. Using recruiters that do not comply with local labor laws of the country in which the recruitment takes place.
- e. If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work document in writing in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee's relocation.
- f. Charging staff or associates recruitment fees.
- g. If an employee stays in TCC-provided housing, providing housing that does not meet host country housing and safety standards.

Trafficking in Persons Explained

Trafficking in persons (human trafficking) broadly identifies activities in which individuals coerce others into commercial sexual exploitation, forced labor, debt bondage, domestic servitude, or the use of children in armed conflict as child soldiers. In international law, according to the Palermo Protocol, human trafficking is defined as: “the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or the removal of organs.”

A person need not cross international lines to be considered a victim. Trafficking is often conflated with smuggling, but smuggling requires the initial consent of the clients, who can quickly become victims of trafficking. Trafficking also includes debt bondage, in which a person will be bonded to a debtor until a debt is paid, with the repayment conditions unfair and untenable. In addition to the notorious exploitation of persons in illicit industries, including, but not limited to, prostitution, other victims are being held by unscrupulous employers in licit industries, including, but not limited to, domestic work, agriculture, construction, and manufacturing.

Forced labor (labor trafficking) encompasses the range of activities – recruiting, harboring, transporting, providing, or obtaining – when a person uses force or physical threats, psychological coercion, abuse of the legal process, deception, or other coercive means to compel someone to work. Once a person's labor is exploited by such means, the person's previous consent or effort to obtain employment with the trafficker becomes irrelevant. Migrants are particularly vulnerable to this form of human trafficking, but individuals also may be forced into labor in their own countries. Female victims of forced or bonded labor, especially women and girls in domestic servitude, are often sexually exploited as well.

Sex trafficking is when an adult is coerced, forced, or deceived into prostitution or maintained in prostitution through one of these means after initially consenting. Perpetrators involved in recruiting, harboring, transporting, providing, or obtaining a person for that purpose are responsible for trafficking crimes. Sex trafficking also may occur within debt bondage, as victims are forced to continue in prostitution through the use of unlawful “debt” purportedly incurred through their transportation, recruitment, or even their crude “sale” – which exploiters insist they must pay off before they can be free. A person’s initial consent to participate in prostitution is not legally determinative; if one is thereafter held in service through psychological manipulation or physical force, he or she is a trafficking victim and should receive benefits outlined in the Palermo Protocol and applicable domestic laws.

Child sex trafficking is when a child (under eighteen years of age) is induced to perform a commercial sex act. Force, fraud, or coercion is not necessary for the offense to be characterized as child sex trafficking. There are no exceptions to this rule; no cultural or socioeconomic rationalizations should prevent the rescue of children from sexual servitude. The use of children in the commercial sex trade is prohibited both under US law and by statute in most countries around the world. Sex trafficking has devastating consequences for minors, including, but not limited to, long-lasting physical and psychological trauma, disease (including HIV/AIDS), drug addiction, unwanted pregnancy, malnutrition, social ostracism, and even death.

Bonded labor or debt bondage is a form of coercion. US law prohibits the use of a debt or other threats of financial harm as a form of coercion, and the Palermo Protocol requires its criminalization as a form of trafficking in persons. Some workers inherit debt; for example, in South Asia it is estimated that there are millions of trafficking victims working to pay off their ancestors’ debts. Others fall victim to traffickers or recruiters who unlawfully exploit an initial debt assumed as a term of employment. Debt bondage of migrant laborers in their countries of origin can be supported and exacerbated by labor agencies and employers in the destination country. For example, such circumstances may occur in temporary work programs when a worker’s legal status in the country is tied to the employer and workers fear seeking redress.

Involuntary domestic servitude is a form of human trafficking found in specific circumstances – informal work in a private residence – which can create unique vulnerabilities for victims. Domestic workplaces are informal, connected to off-duty living quarters, and often not shared with other workers. An environment that isolates domestic workers is conducive to exploitation because authorities cannot inspect homes as easily as they can inspect formal workplaces. Investigators and service providers report many cases of untreated illnesses and, tragically, widespread sexual abuse, which in some cases may be symptoms of a situation of involuntary servitude.

Forced child labor is a form of trafficking. Although children may legally engage in certain forms of work, forms of slavery or slavery-like practices continue to exist as manifestations of human trafficking, despite legal prohibitions and widespread condemnation. A child can be a victim of human trafficking regardless of the location of that nonconsensual exploitation. Some indicators of possible forced labor of a child include situations in which the child appears to be in the custody of a nonfamily member who requires the child to perform work that financially benefits someone outside the child’s family and does not offer the child the option of leaving. Anti-trafficking responses should supplement, not replace, traditional actions against child labor, including, but not

limited to, remediation and education. When children are enslaved, however, their abusers should not escape criminal punishment through the application of weaker administrative responses to child labor practices.

Unlawful recruitment and use of child soldiers is a form of trafficking. Child soldiering is a manifestation of human trafficking when it involves the unlawful recruitment or use of children – through force, fraud, or coercion – by armed forces as combatants or other forms of labor. Some child soldiers are also sexually exploited by armed groups. Perpetrators may be government armed forces, paramilitary organizations or, rebel groups. Many children are forcibly abducted to be used as combatants. Others are unlawfully made to work as porters, cooks, guards, servants, messengers, or spies. Young girls can be forced to marry or have sex with male combatants. Both male and female child soldiers are often sexually abused and are at high risk of contracting sexually transmitted diseases.

Indicators That a Person May Be a Trafficking Victim

Below are some indicators that a person may be a human trafficking victim. This list is not meant to be exhaustive but rather a point of reference for trying to determine if someone is a trafficking victim:

1. The person was recruited for one purpose but is working in a different position.
2. The person was recruited to work in one country but is working in a different country.
3. The person is a minor who is employed but not attending school, particularly if the person exhibits signs of sexual, physical, or psychological abuse or neglect (for example, he or she has bruises/injuries, is malnourished, or appears ill).
4. The person is, or appears to have been, forced to perform sexual acts.
5. The person is a minor who is selling sex for money.
6. The person or his or her family has been threatened with harm if they try to leave the work site or the town or country of the employment opportunity.
7. The person is not in possession of his or her identification or travel documents.
8. The person's freedom of movement is, or appears to have been, restricted in any way. For example, he or she is working under guard, is prohibited from leaving the work site to go to the toilet without permission from the employer, or is locked into his or her work site or living quarters at any time.
9. The person appears anxious or fearful or exhibits other behaviors that may indicate that he or she has been abused sexually, physically, or psychologically or that his or her freedom of movement has been restricted.

10. The person exhibits signs of physical abuse, including, but not limited to, bruises, black eyes or other physical injuries.
11. The person has been threatened with deportation, law enforcement action, or harm of any kind.
12. The person appears to have been drugged or deprived of food, water, sleep, medical care, or other life necessities.
13. The person appears to have been deprived of safe and sanitary living conditions.
14. The person's wages are withheld by a third party, whether or not in order to pay down a debt.
15. The person is incurring a debt to his or her employer during the course of the employment relationship. For example, if the employer is charging the employee for housing/food costs on the work site and these costs exceed or equal the wage the employee is paid.
16. The person is unsure of the amount of wages he or she is being paid and uneducated about his or her rights of employment.
17. The person lacks freedom of speech. For example, where one official insists on speaking for all workers rather than allowing each worker to respond directly to questions asked by work site visitors or inspectors.
18. The person appears to have been coached on what to say to visitors to the work site or to law enforcement.
19. The person is prohibited by his or her employer or other persons from freely contacting friends or family.

What Is NOT Human Trafficking?

The following practices are not considered trafficking, but TCC considers these practices exploitative and does not condone them:

1. Illegal adoptions: The kidnapping or unlawful buying/selling of an infant or child for the purpose of offering that child for adoption represents a serious criminal offense, but it is not a form of human trafficking, as it does not necessarily involve the use of force, fraud, or coercion to compel services from a person.
2. Trade in human organs: The trade in human organs – including kidneys – is not in itself a form of human trafficking. The international trade in organs is substantial, and demand appears to be growing. Some victims in developing countries are exploited as their kidneys are purchased for low prices.

3. Child pornography: Sex trafficking of children can involve several different forms of exploitation, including the production of child pornography. However, the production of sexual images representing children – which increasingly includes drawings, the use of mobile phones, and computer-generated images – is not sex trafficking unless a child is actually induced to perform a commercial sex act for the purpose of producing the pornography.
4. Distribution and possession of child pornography, while often criminally prohibited, are not acts of human trafficking.
5. Prostitution is not necessarily human trafficking. However, a prostituted person can be a victim of sex trafficking if certain conditions are met, including, but not limited to, when the person is induced by force, fraud, or coercion to commit a commercial sex act or the person being induced to perform such act is under eighteen years of age.

In Process

SEXUAL HARASSMENT POLICY FOR FIELD OFFICES

This policy shall apply to all Carter Center programs' field office staff and non- staff ⁶ personnel. The Carter Center strictly prohibits the sexual harassment of its staff and non-staff personnel, whether such conduct is engaged in by managers, supervisors, co-workers, or third parties who come into contact with field office staff and non-staff personnel in connection with their work. Every field office staff and non-staff member has a right to work in a sexual-harassment-free and respectful environment. Compliance with this policy is a condition of employment.

This policy seeks to ensure that all The Carter Center Programs field staff are treated with dignity and respect and are aware of their role and responsibilities in maintaining a workplace free of any form of sexual harassment.

In accordance with the provisions of the Code of Conduct for field staff: "There shall be no discrimination or harassment based on race, religion, ethnicity, gender, sex, sexual orientation, marital status, pregnancy, disability, age or physical or mental condition." Consequently, any form of sexual harassment is prohibited. Failure of staff and non-staff personnel to maintain a respectful work environment or to assist in enforcing established standards of conduct will result in appropriate administrative or disciplinary action, including termination. The Carter Center remains committed to addressing inappropriate behavior, including sexual harassment, by or towards its field office staff and non-staff personnel.

The Carter Center strictly prohibits retaliatory action against field office staff and non-staff personnel reporting sexual harassment in good faith or for participating in good faith in any investigation of a sexual harassment complaint. Allegations of sexual harassment can have serious consequences. Making such an allegation knowing that it is false is unacceptable. Staff filing false allegations of sexual harassment will be subject to disciplinary action. In the case of a complaint determined to be unfounded, but made in good faith, steps may be taken to protect the reputation of all parties. The Carter Center will provide appropriate mechanisms to prevent or address retaliation related to the reporting of allegations of sexual harassment or the participation in an investigation of a harassment complaint.

Please note that while, in general, sexual harassment includes rape/assault, the management of rape/assault is different. Rape/assault is a violent crime and the responsibility of local officials to investigate and prosecute. Any allegation of rape/assault should be reported to Overseas Operations immediately to ensure proper action is taken. The Carter Center will provide counseling and other support to a person raped/assaulted.

Definition of Sexual Harassment

⁶ Any current staff, interns, students, consultants, partners, visitors and other third parties working for The Carter Center, paid or unpaid.

Sexual harassment includes unwelcome conduct, based on sex or gender stereotypes, when:

- (a) Submission to such conduct is made either explicitly or implicitly a term of a person's employment or participation in The Carter Center's programs; or
- (b) submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- (c) such conduct is so severe and/or pervasive it has the purpose or effect of unreasonably interfering with a person's employment; or
- (d) the conduct creates a working environment that a reasonable person would find intimidating, hostile or offensive.

Sexual harassment may include: subjecting a person to inappropriate unwelcome sexual attention; physical or verbal advances; sexual flirtations or propositions; vulgar talk or jokes; degrading graphic materials; verbal comments of a sexual nature about an individual, group of people, or one's appearance; or the display of sexually suggestive images or objects outside a scholarly context and purpose.

Prohibited sexual harassment in the working environment includes the following: an attempt to coerce an unwilling person into a sexual relationship; punishing a refusal to comply with a sexually based request; conditioning a benefit on submitting to a sexual advance; and making a direct or implied threat that submission to a sexual advance will be a condition of employment. Sexual harassment may also occur in the form of unwelcome, sexually suggestive cartoon, picture, email, text, phone call, tweet, video or other graphic material that may contribute to a hostile work environment.

RESOLUTION AND INVESTIGATION PROCESSES

Individuals who believe that they have experienced or have information about acts of sexual harassment have multiple channels to obtain information, assistance, and support to ensure an individual's health and safety, both physical and emotional. The Carter Center takes all complaints and accusations of sexual harassment seriously. The Carter Center encourages any individual coping with such a situation to seek help and support. The Carter Center has partnered with a third party vendor, *Workplace Options*, who can provide licensed clinical and mental health care providers to support field office staff and non-staff personnel.

Workplace Options will provide immediate confidential support (24hours a day/7 days a week) advise on informal & formal remedies, and the process to file a formal sexual harassment complaint.

Workplace Options Contact Information: +351 21 454 2175

In Process

Filing a Formal Sexual Harassment Complaint

The Carter Center investigation and resolution process is intended to ensure that all parties involved receive fair treatment, and that complaints are handled in a prompt, thorough and equitable manner. Complaints should be filed as soon as reasonably possible after the incident occurs.

The complaint may be made either orally or in writing to:

The complaint ordinarily should be submitted to any supervisor (other than a supervisor who is the alleged harasser) or to the Country Representative, Field Office Director, Program Manager or Chief of Party. If, however, the accused is a supervisor or the Country Representative, Field Office Director, Program Manager, or Chief of Party, or if the reporting individual is uncomfortable reporting harassment to a supervisor or to the Country Representative, Field Office Director, Program Manager or Chief of Party, then the complainant should report the harassment to the Vice President of Overseas Operations or the Vice President of the Peace Programs or the Health Programs.

The complaint should include the following information:

- Name, address, and phone number of the complainant. Anonymous complaints will be accepted;
- Name, address, and phone number of the accused (if known);
- Date(s) incident(s) occurred;
- Location(s) of incident(s);
- Clear description of incident(s); the information provided should be as precise and concise as possible;
- Names of any witnesses and any physical and/or documentary proof in support of the allegation should be identified; and
- If made in writing, the complaint must be signed and dated by the complainant, unless the complainant wishes to remain anonymous.

This oral or written report initiates a formal complaint.

Investigation Process

A supervisor receiving a sexual harassment complaint, must notify the Country Representative, Field Office Director, Program Manager or Chief of Party of the complaint immediately unless the Country Representative, Field Office Director, Program Manager or Chief of Party is the alleged harasser, in which case the supervisor must notify the program Vice President and the Vice President Overseas Operations (who will inform the CEO) of the complaint immediately. The program Vice President may designate an appropriate management representative to handle the complaint in this situation. At any time, when necessary, the Country Representative, Field Office Director, Program Manager or Chief of Party or such other management representative who may be handling the complaint may take interim measures on a temporary basis, especially measures to physically or hierarchically separate the accused and the complainant on a temporary basis.

At any time, if it appears that the incident constitutes a criminal offense under local law, the Country Representative, Field Office Director, Program Manager or Chief of Party Country Representative, Field Office Director, or such other management representative who may be handling the complaint will consult with the Vice President, Overseas Operations and program Vice President before referring the matter to the external parties and/or local authorities.

A Country Representative, Field Office Director, Program Manager or Chief of Party receiving notice of a sexual harassment complaint, either from a supervisor or directly from the complaining individual, must notify the program Vice President and the Vice President, Overseas Operations (who will inform the CEO) of the complaint immediately. The management official receiving a sexual harassment complaint directly from a complaining individual shall send as soon as possible, but no later than 24 hours from the date of receipt of the complaint, written acknowledgement of receipt of the complaint to the complainant.

Generally, a preliminary investigation should be conducted to clarify the complaint, examine relevant documents or evidence, and interview witnesses. All investigations will be conducted on a strictly confidential basis. All discussions with the complaining party and the accused party should be documented. The Country Representative, Field Office Director, Program Manager or Chief of Party will conduct the preliminary investigation, unless the Country Representative or Field Office Director, Program Manager or Chief of Party is the alleged harasser or otherwise directly involved in the complaint, in which case the program Vice President or the Vice President, Overseas Operations will designate an appropriate management representative to handle the complaint and will supervise and direct the preliminary investigation.

A preliminary investigation ordinarily should be completed within 48 hours of the receipt of the complaint, unless special circumstances require an additional amount of time. Upon completion of a preliminary investigation the management official or representative directing the preliminary investigation will forward a summary of the complaint to the accused, who will be given the right to respond in writing to the allegations within 5 working days of receipt of the summary of the complaint. If the Country Representative, Field Office Director, Program Manager or Chief of Party, program Vice President, or Vice President, Overseas Operations, as the case may be, determines that no preliminary investigation is necessary, he/she will send a summary of the complaint to the accused within 24 hours of receipt of the complaint.

After the receipt of the accused's response (or if no response is received from the accused within the five-day period for submitting a response), a decision shall be made as to whether disciplinary or other corrective action should be imposed based on the currently available information or whether further investigation is necessary. The Country Representative, Field Office Director, Program Manager or Chief of Party, or other management representative handling the complaint shall seek recommendations from the program Vice President and the Vice President, Overseas Operations on the appropriate action to address the complaint.

With the approval of the program Vice President and the Vice President, Overseas Operations, the Country Representative, Field Office Director, Program Manager or Chief of Party (or such other management representative who may be handling the complaint) may initiate disciplinary proceedings with regard to the respondent or take such other action as may be appropriate to resolve the complaint and shall send a copy of the action taken to the program Vice President. However, if the management official or other representative handling the complaint (or any higher level of management) decides further investigation is necessary, then the matter will be referred to an Investigation Panel.

An Investigation Panel is composed of three persons chosen by the Country Representative, Field Office Director, Program Manager or Chief of Party (or such other management representative who may be handling the complaint) with approval from the program Vice President. Local legal counsel (other than a lawyer who would be representing The Carter Center if the matter should go to litigation) should be included in this panel. The Panel will conduct the investigation and assess the reliability of the sources of information and the evidence submitted. The work of the Panel will be conducted on a strictly confidential basis. The Panel will submit a written report to the Country Representative, Field Office Director, Program Manager or Chief of Party (or such other management representative who may be handling the complaint) and the program Vice President, no later than one month from the date of its receipt of the complaint. The Country Representative, Field Office Director, Program Manager or Chief of Party (or such other management representative who may be handling the complaint) will consider the findings of the report and the recommendations from the program Vice President and the Vice President, Overseas Operations and shall determine on appropriate further administrative or disciplinary action. The investigation panel's final report will be sent to the program Vice President.

Resolution of a Formal Complaint

There will be a final written determination that will state only whether, based on Country Representative, Field Office Director, Program Manager or Chief of Party (or such other management representative who may be handling the complaint) investigation or the Investigation Panel, there was or was not a violation of this Policy. The complainant and respondent will be promptly notified in writing of the final determination.

If there has been a violation of this policy, Field office staff and non-staff personnel responsible for conduct that is determined to be sexual harassment will be subject to appropriate administrative or disciplinary measures (such as a verbal or written reprimand, warning, suspension, and/or termination) or other appropriate action. Disciplinary measures will depend upon the severity and pervasiveness of the alleged conduct, however, a single incident of this Policy may be sufficient to support a termination. Other resolutions may include, but are not limited to, an apology to the complainant; a requirement to attend remedial training; appropriate workplace restrictions; denial of a pay increase or other benefit; denial of promotion; or reassignment.

In Process

RESOURCES

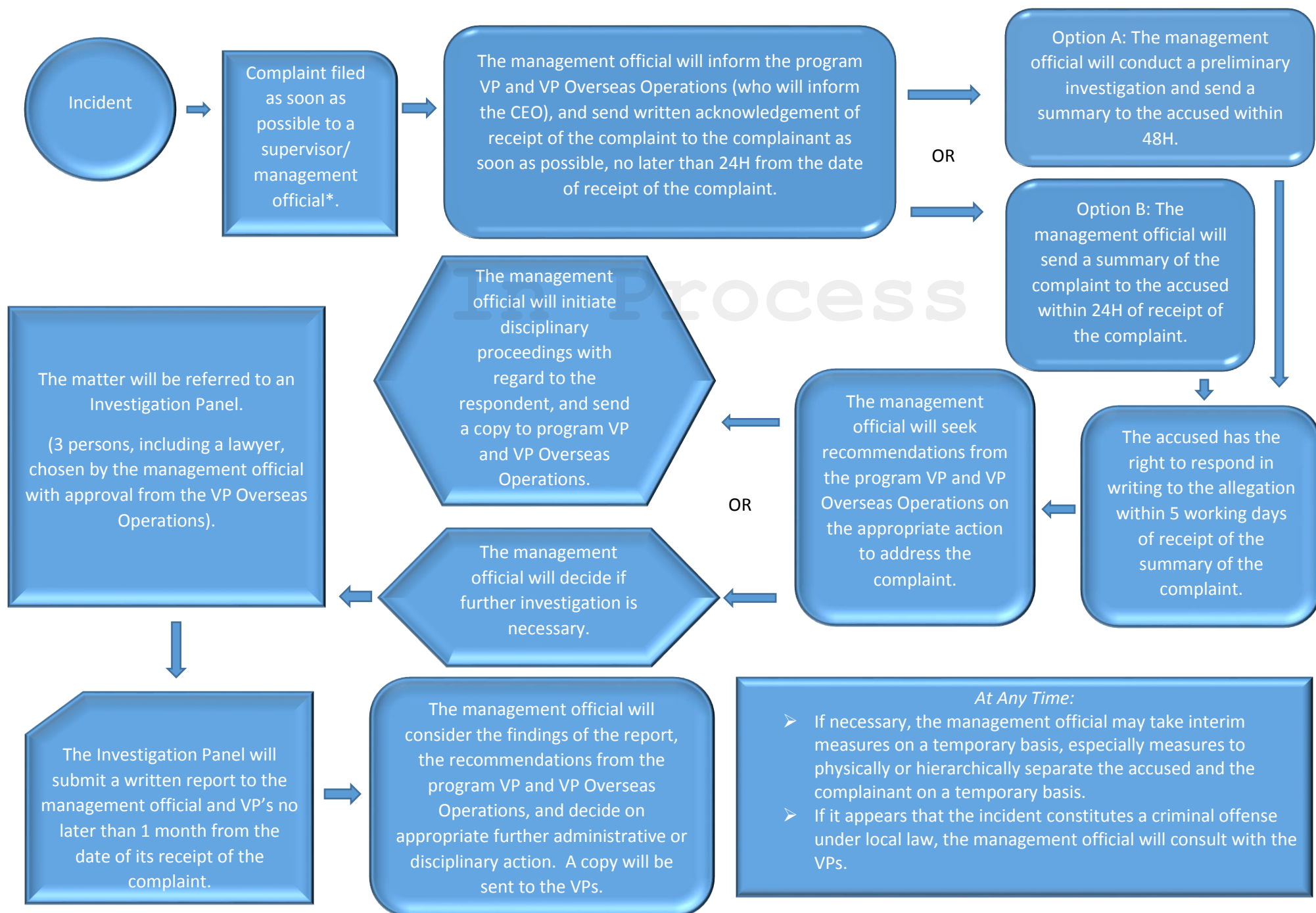
Counseling Services

Workplace Options Contact Information: +351 21 454 2175

The Carter Center

Overseas Operations Contact Information:

Craig Withers	Vice President	craig.withers@cartercenter.org	404-420-3851 404-307-4370
Kenya Casey	Snr. Associate Director	kenya.casey@cartercenter.org	404-775-1506 404-610-4393
Jayanthi Narain	Associate Director	jayanthi.narain@cartercenter.org	404-797-7508



*Management official refers to Country Representative, Field Office Director, Program Manager, Chief of Party, or such other management representative.

OVERSEAS CODE OF CONDUCT AND SEXUAL HARASSMENT POLICY
ACKNOWLEDGEMENT

To ensure that Carter Center work is conducted in a manner consistent with the values of The Carter Center, each staff person, consultant, subrecipient, volunteer and student worker must annually read the Code of Conduct and Sexual Harassment Policy and acknowledge that he or she will comply with them.

Acknowledgement

I acknowledge that I have reviewed The Carter Center, Inc.'s ("TCC") Overseas Code of Conduct and Sexual Harassment Policy, and agree to comply with its values, principles, procedures and standards of conduct. I understand the examples provided do not cover every situation but are meant as guidance in helping me to conduct myself consistent with the expectations of the highest standard of conduct for TCC. I also understand that it is my responsibility to seek guidance if I have questions about the Overseas Code of Conduct or Sexual Harassment Policy.

I understand that the provisions contained in the Overseas Code of Conduct and Sexual Harassment Policy are subject to change and that I am expected to adhere to any current or revised provisions. I also understand compliance with the Overseas Code of Conduct and Sexual Harassment Policy is a minimum requirement by TCC to maintain my employment or other affiliation with TCC but that compliance does not guarantee the continuation of my relationship with TCC for any specified period of time, except as otherwise provided for by contract.

I understand that I must report any suspected violation of the Overseas Code of Conduct and Sexual Harassment Policy as provided for therein and to cooperate with any investigation related to potential violations of the Overseas Code of Conduct or otherwise if requested to do so.

DocuSigned by:

940FF931FEB54C4

Signature

Hasibur Rahman

Printed Name

Dhaka, Bangladesh

Location (City and Country)

9/27/2021

Date



Sanctions List Search

This Sanctions List Search application ("Sanctions List Search") is designed to facilitate the use of the Specially Designated Nationals and Blocked Persons list ("SDN List") and other sanctions lists administered by OFAC, including the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions, the Non-SDN Palestinian Legislative Council List, the Non-SDN Menu-Based Sanctions List, and the Non-SDN Communist Chinese Military Companies List. Given the number of lists that now reside in the Sanctions List Search tool, it is strongly recommended that users pay close attention to the program codes associated with each returned record. These program codes indicate how a true hit on a returned value should be treated. The Sanctions List Search tool uses approximate string matching to identify possible matches between word or character strings as entered into Sanctions List Search, and any name or name component as it appears on the SDN List and/or the various other sanctions lists. To aid users of the tool, Sanctions List Search contains a feature entitled "Minimum Name Score" that functions on a sliding scale, allowing for a user to set a threshold (i.e., a fuzziness rating) for the closeness of any potential match returned as a result of a user's search. This feature enables Sanctions List Search to detect certain misspellings or other incorrectly entered text, and will return near, or proximate, matches, based on the confidence rating set by the user via the slider-bar. OFAC does not provide recommendations with regard to the appropriateness of any specific confidence rating. Sanctions List Search is one tool offered to assist users in utilizing the SDN List and/or the various other sanctions lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The use of Sanctions List Search does not limit any criminal or civil liability for any act undertaken as a result of, or in reliance on, such use.

[Download the SDN List](#)[Sanctions List Search: Rules for use](#)[Visit The OFAC Website](#)[Download the Consolidated Non-SDN List](#)[Program Code Key](#)

Lookup

Type:

All

Name:

Management and Resources Deve

ID #:

Program:

All
561-Related
BALKANS
BELARUS

Minimum Name Score:

100

Address:

City:

State/Province*:

Country:

All

List:

All

Search

Reset

Lookup Results: 0 Found

Name	Address	Type	Program(s)	List	Score ▼
Your search has not returned any results.					

* U.S. states are abbreviated on the SDN and Non-SDN lists. To search for a specific U.S. state, please use the two letter U.S. Postal Service abbreviation.

SDN List last updated on: 9/22/2021 10:51:52 AM
Non-SDN List last updated on: 8/20/2021 1:38:11 PM



MANAGEMENT AND RESOURCES DEVELOPMENT INITIATIVE

DUNS Unique Entity ID 731569468	SAM Unique Entity ID D8YGNPSNEBZ6	CAGE / NCAGE SYJ55
Purpose of Registration All Awards	Expiration Date Feb 28, 2022	Registration Status Active
Physical Address 8/19 Sir Syed Road Dhaka, Dhaka 1207 Bangladesh	Mailing Address 8/19, Sir Syed Road (3RD FLOOR), BLOCK-A, Mohammadpur Dhaka, Dhaka 1207 Bangladesh	

Business Information

Doing Business as MRDI	Division Name (blank)	Division Number (blank)
Congressional District Not Applicable	State / Country of Incorporation (blank) / Bangladesh	URL (blank)

Registration Dates

Activation Date Mar 2, 2021	Submission Date Feb 28, 2021	Initial Registration Date Jun 20, 2017
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Entity Dates

Entity Start Date May 13, 2003	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Financial Information

Accepts Credit Card Payments

Debt Subject To Offset

No

No

Points of Contact

Electronic Business

✎

Hasibur Rahman, Mr.

8/19 Sir Syed ROAD, 3RD FLOOR, BLOCK-A,
Mohammadpur
Dhaka, Dhaka 1207
Bangladesh

Government Business

✎

Hasibur Rahman, Mr.

8/19 Sir Syed ROAD, 3RD FLOOR, BLOCK-A,
Mohammadpur
Dhaka, Dhaka 1207
Bangladesh

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	813410	Civic And Social Organizations
	813311	Human Rights Organizations
	813319	Other Social Advocacy Organizations

Disaster Response

This entity does not appear in the disaster response registry.