SUBAWARD AGREEMENT

NAME: Jordan University of Science and Technology (JUST)

ADDRESS: Ar Ramtha, Irbid 22110, Jordan

REFERENCE LOG #: P2Y2JUST01

PROJECT TITLE: PREDICT-2 Year 2 Jordan

PERIOD: JANUARY 1, 2016– SEPTEMBER 30, 2016 (Base Year)

PHONE: +962 2 720 1000

E-MAIL: [abubasha@just.edu.jo](mailto:abubasha@just.edu.jo)

FUNDING SOURCE: 07-306-7119-XXXX

DUNS NUMBER: XXXXXXXXXX

AGREEMENT AMOUNT: US $XXXXXX

This Subaward Agreement (the “agreement”) is by and between EcoHealth Alliance (EHA), a United States tax-exempt organization, located at 460 West 34th Street, New York, 10001, and the Jordan University of Science and Technology (“the subrecipient”).

An authorized representative of EcoHealth Alliance has executed the original version of this agreement. Please sign the digital copy and return it via email. If EcoHealth Alliance does not receive a signed copy (digital or print) within thirty (30) days of mailing, this agreement may be revoked. This agreement shall be effective only upon the receipt of the subrecipient’s signed contract by EcoHealth Alliance.

1. TERM AND AMOUNT OF THE AGREEMENT

Subject to the continued availability of funding for this project, the term of this agreement shall be the award period stated on page 1 (the “Term”), renewable for an additional term solely by written agreement between the subrecipient and EcoHealth Alliance.

The amount of the award as indicated on the preceding page and detailed in **Attachment B** is to be disbursed following receipt of a signed, detailed invoice(s) indicating hours, rate(s), and date(s) worked, or locations and dates for travel and all other details as elaborated in the Financial Responsibilities section below. All deliverables and project details are elaborated in **Attachment A**.

1. CONDITIONS OF THE AGREEMENT

The laws of the United States place certain restrictions on the use of funds awarded to organizations by charitable trusts and foundations. Therefore, the subrecipient agrees to the following terms and conditions:

1. **Internal Revenue Code:** Funds awarded by EcoHealth Alliance may not be used for any forbidden political activities or for any purposes prohibited by the United States Internal Revenue Service Code.
2. **Foreign Corrupt Practices Act of 1977: as amended:**  The subrecipient agrees to be bound by this act that prohibits individuals and entities from making payments to foreign government officials for the purposes of obtaining business. This includes the offer, either directly or indirectly, of anything of value, to a foreign government official to influence that official in his or her official capacity to do or omit any act in violation of their official capacity or lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business, to any person.

The subrecipient’s directors, officers, employees and agents have not and will not offer, pay, or promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of the government.

Funds in this agreement may 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 public international organization, except as otherwise agreed upon by EcoHealth Alliance and the subrecipient.

1. **Support for Acts of Terror:** The subrecipient certifies and represents that they will be bound by U.S. anti-terrorism legislation that prohibits having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror and that the subrecipient does not engage in or support, directly or indirectly, acts of terror.
2. **Financial Conflict of Interest:** The subrecipient certifies and represents that no Significant Financial Conflict of Interest exists regarding their participation in this project that would influence their research. They furthermore agree that if such a conflict develops during the course of this project they will promptly notify and disclose that conflict in writing to the EHA Principal Investigator and the EHA Chief Financial Officer and may be required to develop a plan of corrective action to resolve that matter. This requirement shall extend to all individuals with managerial oversight of this grant including their spouse and dependent children.
3. **Federal Funding Accountability and Transparency Act**: **(for organizations)** The subrecipient agrees to provide EcoHealth Alliance with all information required by the above law including, if required, executive compensation data for publication on applicable US government websites. The subrecipient shall obtain a unique DUNS number from Dun & Bradstreet and shall provide it to EcoHealth Alliance.
4. **Non-Discrimination Policy:** The subrecipient will follow a comprehensive, consistent, and non-discriminatory policy (<http://www.usaid.gov/about_usaid/disability>) to the extent it can accomplish this goal within the scope of the program objectives.

The subrecipient acknowledges that EcoHealth Alliance is implementing, and over the course of this agreement will continue to implement, reasonable monitoring and oversight to assure the continuing truth of these representations and certifications.

Notwithstanding any term to the contrary, EcoHealth Alliance may terminate this agreement immediately if it determines that the subrecipient fails to comply with the conditions stated in this paragraph.

1. USE OF FUNDS

The award monies, including any interest earned, may only be used for the purpose(s) stated in this agreement, as contained in the approved budget in **Attachment B**, and in the scope of work defined in **Attachment A**.

Funds may not be expended for any other purpose without the prior written approval of EcoHealth Alliance. Should there be a material change in the purpose, character, or method of operation of the agreement, the subrecipient agrees to give prompt and detailed written notice to EcoHealth Alliance. The subaward project shall be performed to EcoHealth Alliance’s satisfaction as determined by EcoHealth Alliance.

Where appropriate, the subrecipient agrees to conform to accepted care and use practices as laid out in the latest IACUC or IRB, if applicable, approved by EcoHealth Alliance, and filed with the appropriate regulatory authorities. The subrecipient also agrees to follow all USAID requirements regarding scientific conduct. (<http://www.usaid.gov/sites/default/files/documents/15396/integrity.pdf>)

1. NATURE OF RELATIONSHIP

The parties hereto intend by this agreement solely to specify the terms for the subrecipient's use of EcoHealth Alliance subaward funds. Nothing in this agreement shall be construed as creating or constituting the relationship of employer and employee between EcoHealth Alliance and the subrecipientor the continuation of funding from EcoHealth Alliance. During the course of completing the subaward project work, the subrecipient remains a distinct and separate legal entity from that of EcoHealth Alliance.

The subrecipient agrees to conform to the laws and regulations of the location in which they operate and obtain all required permits, agreements and insurance required by local authorities. They also agree to pay all fees and taxes levied on this project by applicable political authorities or designated subdivisions.

1. PHOTOGRAPHS AND VIDEO

EcoHealth Alliance retains the rights to all recorded media (photos, video, audio) recorded by the subrecipient as related to this project.

1. PUBLICATION REVIEW AND APPROVAL

At least 30 days prior to the publication of any written work – digital or print – made possible by this EcoHealth Alliance subaward or involving data or information gained in whole or in part from research or activity conducted under this subaward, a copy of such work must be sent to EcoHealth Alliance for prepublication review and recommendations for revision by EcoHealth Alliance. All work generated under this agreement must recognize EcoHealth Alliance in the acknowledgements.

1. EVALUATION OF THE AGREEMENT

At its own expense, EcoHealth Alliance may monitor and conduct an evaluation of operations under this subaward agreement. Evaluation may include visits to the subrecipient by representatives of EcoHealth Alliance in order to observe and discuss the funded project.

1. DISBURSEMENT OF FUNDS

Unless otherwise stated below, award funds shall be disbursed by EcoHealth Alliance based on the following criteria:

1. The subrecipient shall submit a valid invoice to EcoHealth Alliance indicating the services performed, as well as the time period covered by the invoice. The subrecipient should attach all supporting documentation needed to substantiate any out-of-pocket expenses.

2. The subrecipient must sign the invoice as certification that the services rendered and all expenses incurred have been pursuant to the scope of service contained in this agreement.

3. EcoHealth Alliance will invoice the funding source for the value of the invoice and remit the funds to the subrecipient in a timely manner.

4. EcoHealth Alliance reserves the right to delay payment of any funds due to insufficient documentation submitted by the subrecipient.

5. The subrecipient acknowledges that all invoices must be submitted to EcoHealth Alliance within thirty days of the end of the subcontract or consultancy. Invoices submitted after this period will not be invoiced by the funding source and will not be paid to the subrecipient.

Unless otherwise directed, EcoHealth Alliance shall remit US funds by bank check made payable to the subrecipient.

The subrecipient may elect to have funds wired into a bank account. The legal name of the subrecipient, who must be the sole owner of the account, must appear on the account.

The subrecipient shall provide the following banking information to EcoHealth Alliance:

Name of Bank:

Bank Address:

Account Name:

Account Number:

ABA Code (if US):

SWIFT Code (if non-US):

1. SUBRECIPIENT’S FINANCIAL RESPONSIBILITIES

As applicable, the subrecipient agrees to adhere to all requirements contained in 2 CFR 200 (Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2 CFR 700 (USAID Supplement to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) during the term of the agreement. The subrecipient acknowledges responsibility for 2 CFR 200 Subpart F Federal Audit requirements for funds received under this agreement and will provide EcoHealth Alliance a copy of their most current 2 CFR 200 Subpart F or similar audit report as may be provided. The subrecipient agrees that all overhead charged to this grant shall not exceed the amount permitted by the federal indirect cost rate in effect during the performance period. The subrecipient shall provide EcoHealth Alliance with a copy of their most current federal indirect cost rate agreement.

The subrecipient agrees to keep systematic records of all expenditures relating to this agreement. A quarterly financial report may be required along with the required signed invoice for services in order for the subrecipient to be reimbursed for expenses. Documentation of expenses, consisting of bills, invoices, receipts, log books (acceptable only for gasoline for cars and boats), etc., **must be submitted to EHA**, as well as retained by the subcontractor or consultant for five (5) years after the close of the agreement period, and must be available for inspection by representatives of EcoHealth Alliance at any time during this period. EcoHealth Alliance may, at its own expense, examine, audit, or have audited the records of the subrecipient insofar as they relate to activities supported by this agreement.

Subrecipient budget and financial records must be itemized in the following categories, as applicable:

1. Salary or stipend – detailed by person, rate, date, and amount
2. Field Equipment – an original or copy (when original is not available) of all receipts or purchase orders must be provided with detailed and regular financial reports for all field equipment items.
3. Purchased services (e.g., field asst., boat hire) – detailed at the level of numbers 1 & 2, above. Detailed logbooks (including dates, times, and signatures) are acceptable when signed by both subcontractor or consultant and EHA or responsible party.
4. Vehicle associated costs – mileage to be indicated along with any associated costs: driver, repairs, insurance, etc. Detailed logbooks (including dates, times, and signatures) are acceptable when signed by both subcontractor or consultant and EHA or responsible party.
5. Travel – trip cost indicating departure/arrival dates and air/car/train/boat costs along with all boarding passes and receipts. Includes meals in transit.
6. Accommodation – location and amounts per person along with all lodging receipts.
7. Other – any other items that do not fall into the categories above with same level of detail.

**The subrecipient** **shall submit detailed invoices to EcoHealth Alliance detailing actual expenditures compared to the approved budget or subaward total. Invoices are subject to review and approval by EcoHealth Alliance’s Principal Investigator and/or Grants and Programs Manager, who shall certify that all expenses are in conformity with the award.**

EcoHealth Alliance reserves the right to request documentation of all costs incurred as part of its normal practices in the use of federal funds.

1. PURCHASE OF CAPITAL EQUIPMENT

All capital equipment (items valued over US $5,000 and with a useful life of three years or more) purchased with award money remains the property of EcoHealth Alliance. The equipment shall be returned to EcoHealth Alliance at the end of the project unless EcoHealth Alliance agrees, in writing, to relinquish title to the equipment. The subrecipient agrees to use this equipment solely for the purposes of this project and to maintain it in proper working order.

For all such items, a completed Capital Equipment Inventory must be submitted to EcoHealth Alliance at the conclusion of the project.

1. UNUSED FUNDS

The subrecipient agrees to return to EcoHealth Alliance at the conclusion of the agreement period all award funds that have not been used to complete the project. The subrecipient may not use award funds after the end of the agreement period without the written consent of EcoHealth Alliance unless both subrecipient and EcoHealth Alliance agree to an extension of this agreement and both parties sign this in the form of an amendment.

1. REVOCATION AND REVERSION

EcoHealth Alliance retains the right to terminate this Agreement for cause under such circumstances as the following:

1.      The subrecipient makes material changes in the purpose, character, or method of operation of the project subject to this agreement;

2.      The subrecipient is found to have made a material misrepresentation or misstatement in the agreement application or any required report;

3.      The subrecipient has failed to perform any of the material terms of this agreement;

4.      The subrecipient is found to have misappropriated funds awarded under this agreement; and

5.    The subrecipient in the judgment of EcoHealth Alliance has misused EcoHealth Alliance's name or otherwise harmed the reputation of EcoHealth Alliance.

In the event of a termination for cause, EcoHealth Alliance may cancel all future installments under the agreement and require the subrecipient to repay all amounts misappropriated or otherwise related to the basis for the for cause termination.

1. INSURANCE AND LIABILITY

By accepting the terms and conditions of this agreement, the subrecipient also accepts full responsibility for any and all insurance needs, such as medical, vehicle, evacuation, etc. for themselves and all other project related personnel, unless a separate arrangement has been made between EcoHealth Alliance and the subrecipient. By signing this agreement, the subrecipient relieves EcoHealth Alliance from any and all liability due to accident or injury, or any other claims that may result from any activities conducted by the subrecipient in relation to the subaward project.

1. ADDITIONAL SUPPORT

In making this subaward agreement, EcoHealth Alliance assumes no obligation to provide other or additional support to the subrecipient.

1. NOTICE

All correspondence and project reports should include the reference log number and follow the reporting guidelines described above. Copies should be directed to:

Mary Turner

EcoHealth Alliance

460 W. 34th St, 17th Floor

New York, NY 10001

(t) 1.212.380.4461

(e) [turner@ecohealthalliance.org](mailto:styles@ecohealthalliance.org)

1. INDEMNIFICATION

The subrecipient and EcoHealth Alliance hereby mutually agree to indemnify and hold each other, respectively, and each others’ affiliates, officers, employees, successors and assigns, harmless from and against claims, demands, actions, proceedings, investigation and right of action, including reasonable attorneys' fees and costs, whether action is instituted or not and, if instituted, whether at any trial or appellate level, whether raised by the other party or a third party, arising from the intentional and/or negligent acts, errors or omissions of the subrecipient or EcoHealth Alliance.

1. CHOICE OF LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

1. PARTIAL INVALIDITY

If any term or provision of this agreement to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

1. PRIME AGREEMENT PROVISIONS

The provisions of the Prime Agreement included here as **Attachment C** are hereby incorporated by reference and carry the same force and effect as if included in full text.

1. OTHER PROVISIONS

This agreement may not be transferred or assigned by either party without the prior written consent of the other, and any breech of this prohibition will deem the agreement null and void.

Both parties agree that either party may terminate this agreement following confirmation of written notice to the other party.

Each party represents and warrants that its authorized agent(s) have duly executed this agreement on its behalf.

This agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto, concerning the subject matter hereof, except the agreements set forth in this agreement. Any amendment to this agreement is effective only if set forth in writing and signed by both parties.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dr. Peter Daszak  President, EcoHealth Alliance | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE |

ATTACHMENT A: PROJECT DELIVERABLES

PREDICT plans to initiate scoping, capacity assessment/strengthening, and limited surveillance activities (where feasible) in Jordan. (USAID EPT-2 PREDICT PROJECT Year 2 Work Plan)

Under this contract, JUST personnel will:

1. Work with EcoHealth Alliance personnel to develop a work plan for PREDICT-related activities and select sites for zoonotic disease surveillance.
2. Participate in mutually agreed upon meetings and teleconferences with EcoHealth Alliance personnel on matters related to PREDICT.
3. Draw upon established relationships in Jordan to initiate the PREDICT project in this country.
4. Begin to implement PREDICT-2 o, and/or hire, train and employ local personnel to do so.
5. Assist in sample collection and observational behavioral research with focus on the PREDICT 2 targeted surveillance pathways for Jordan:
   1. Human populations with frequent exposure to wildlife, camels, and possibly patients presenting in local health clinics with respiratory illnesses.
   2. Wildlife (especially *Taphozous perforatus*) in urban and peri-urban areas and water sources (where domestic and wild animals comingle) used by livestock production facilities and markets (camel operations).
   3. Rapidly growing human communities around extractive industries or intensifying agricultural and animal production activities, including livestock handlers and slaughterhouse employees.
   4. Wildlife near water sources in the desert, potentially degraded by population growth, settlements, and movement of people and refugees in transboundary areas.
   5. Wildlife in and around homes that comingle with livestock operations, extractive industries, and in areas of changing land use due to the construction of reservoirs.
   6. Viral analysis at Jordan University of Science and Technology laboratory using bat, camel, and human specimens from Jordan
6. Focus on surveillance and testing of the MERS/Coronavirus epizones and associated risks of pathogen evolution, spillover, amplification, and spread.
7. Assist with viral detection using consensus PCR (cPCR), supplemented with high through-put sequencing (HTS) with emphasis on testing for Corona, Filo, Paramyxo, Influenza viruses. Tests may be executed for the following viral families as well: Hanta, Arena, Alpha, Filo, Flavi, Rhabdo, Seadorna, Picorna, Reo, (Retro) viruses
8. Establish Data sharing and communication processes with Jordanian partners to strengthen data platforms and improve the ease of dissemination of relevant animal, human, epidemiological, and ecological data.

To ensure the following deliverables, the Country Coordinator will:

1. Support the aims of the PREDICT 2 project in Jordan under the direct supervision of the Global Jordan project liaisons (Dr. Andrew Huff, and Dr. William Karesh, EcoHealth Alliance).
2. Participate in conference calls with the EcoHealth Alliance PREDICT Jordan project liaisons, and country coordinator at mutually agreed upon intervals and times.
3. Establish or maintain existing partnerships where appropriate and in coordination with the PREDICT country liaisons.
4. Build partnerships and initiate concurrent biological and behavioral surveillance activities targeting animals and humans in at least one pathway for disease emergence, amplification, and spread and evaluate opportunities for expansion of activities for in-depth targeted surveillance in Years 3 and 4.
5. Assist in applications for human, livestock, and/or wildlife sampling permits as necessary, including local provincial permits to work in sampling areas.
6. Provide in-person oral or written updates to EcoHealth Alliance and the country coordinator when requested.
7. Implement training of social scientists, epidemiologists and staff as necessary on PREDICT observational qualitative protocols for observational behavioral surveillance.
8. Identify specific field sites for sampling and observational research where there is a large wildlife-human or wildlife-domestic animal-human interface and implement PREDICT protocol. Provide proper documentation for description of the site consisting of detailed field notes and drawn maps if appropriate.
9. Assure timely and accurate translation (when necessary) and data entry into the PREDICT database, EIDITH.
10. Maintain responsibility for the safety, well being and performance of any field staff hired while in the field; and report any issues to the Jordan program liaisons.
11. Assist with field activities during team visits and specimen collection trips as required for PREDICT specimen collection and site selection scoping visits.

ATTACHMENT B: PROJECT BUDGET

ATTACHMENT C: PRIME AGREEMENT PROVISIONS

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

# M1. ALLOWABLE COSTS (DECEMBER 2104)

1. 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**

1. 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.
2. 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.”
3. 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.”
4. 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 (DECEMBER 2012)

1. Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. 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.
2. Audits.
   1. The recipient must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any recipient fiscal year in which the recipient expends a combined total of $300,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.
      1. 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.
      2. 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.
      3. 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

$300,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed obligation grants. 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.

* 1. 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.

1. Subawards and Contracts.
   1. If the recipient provides USAID resources to other organizations to carry out the USAID-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.

* 1. 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.

[END OF PROVISION]

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

1. 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.
2. 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 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.
3. 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.”

1. 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:
      1. All responsible sources are permitted to compete in an equal manner.
      2. Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.
      3. 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.
      4. 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.
      1. 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.
      2. 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:
      1. Basis for contractor selection;
      2. Justification for lack of competition when competitive bids or offers are not obtained; and
      3. 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.

[END OF PROVISION]

# M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)

1. 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.
2. 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:
      1. Military equipment,
      2. Surveillance equipment,
      3. Commodities and services for support of police or other law enforcement activities,
      4. Abortion equipment and services,
      5. Luxury goods and gambling equipment, or
      6. Weather modification equipment.
   2. Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in [Standard](https://www.epls.gov/) Provision “Debarment and Suspension” and [Standard](file://AUSNAPNASWASH02/gc.pub/Implementation%20%26%20Procurement%20Reform/Objective%202/Standard%20Provisions/%20the%20Standard) Provision “Preventing Terrorist Financing” 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:
      1. Agricultural commodities,
      2. Motor vehicles,
      3. Pharmaceuticals,
      4. Pesticides,
      5. Used equipment,
      6. U.S. Government-owned excess property, or
      7. Fertilizer.
3. 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**](http://www.usaid.gov/ads/policy/300/310) [**Requirements for Procurement of Commodities and Services Financed by**](http://www.usaid.gov/ads/policy/300/310) [**USAID**](http://www.usaid.gov/ads/policy/300/310).

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

[END OF PROVISION]

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

1. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.
2. 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.
3. 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:
      1. Activities funded by USAID, then
      2. Activities funded by other United States Government (USG) agencies, then
      3. As directed by the Agreement Officer (AO).
4. 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.
5. 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.
6. 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.
7. 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.
8. 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)

1. Submissions to the Development Experience Clearinghouse (DEC).
   1. The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
   2. In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: [http://dec.usaid.gov](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.
2. Rights in Data
   1. Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.
   2. Unless otherwise provided in this provision, the recipient may retain the

rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

1. 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.
2. 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)

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)

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 award.
6. 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.”
7. 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 (AUGUST 2013)

1. 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
2. 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.
3. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.
4. 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.
   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.
5. In the event the conduct of any recipient employee is not in accordance with this provision or this award, the recipient must coordinate with the USAID Mission 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.
6. 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 when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.
7. This provision in its entirety, including this paragraph g. must be included in all subawards.

[END OF PROVISION]

# M12. DEBARMENT AND SUSPENSION (JUNE 2012)

1. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov/)) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.
2. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient’s response to the situation and any additional information submitted—when USAID determines its response.
3. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
   1. Are presently excluded or disqualified from doing business with any U.S. Government entity;
4. 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—
      1. Is in a position to handle Federal funds;
      2. Is in a position to influence or control the use of those funds; or,
      3. chnical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
5. 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)

1. 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.
2. 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 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.
3. A decision under this provision by the Deputy Assistant Administrator, Bureau for Management is final.
4. 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 TERRORIST FINANCING (AUGUST 2013)

1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at:  **[http://www.treasury.gov/resource-center/sanctions/SDN-](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)**  [**List/Pages/default.aspx**](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)) or the United Nations Security designation list (online at: [**http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml**](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
2. This provision must be included in all subawards and contracts issued under this award.

[END OF PROVISION]

# M15. TRAFFICKING IN PERSONS (July 2015)

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:

1. exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
2. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

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. For awards that exceed an estimated value of $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 to be performed. The plan must include, at a minimum, the following:

(1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888- FREE and its e-mail address at [**help@befree.org**.](mailto:help@befree.org)

(3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information from any source that alleges

that the recipient, contractor, subawardee, or agent has engaged in any of the prohibited activities identified in 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.

1. 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.

1. The recipient must include in all subawards and contracts, a provision prohibiting the conduct described in a(1)-(9) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

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

## 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.

## 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 2012)

1. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization’s religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID

Faith-Based and Community Initiatives Web site: [**http://www.usaid.gov**](http://www.usaid.gov/our_work/global_partnerships/fbci/) and 22 CFR 205.1.

1. Inherently Religious Activities Prohibited.
   1. Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.
   2. The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.
   3. These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
   4. These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.
   5. Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services
      1. Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,
      2. May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and
      3. Retains its authority over its internal governance, and it 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.
2. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.
3. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.
4. 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.
5. 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.

[END OF PROVISION]

# M18. NONDISCRIMINATION (JUNE 2012)

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)

1. Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below**.**
2. Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
3. 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.
4. Description

Construction is not eligible for reimbursement under this award.

1. 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)

1. 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/**](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.

1. 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.
2. Procedure to register for notifications.

Go to [**https://sites.google.com/site/usaidipnforassistance/**](https://sites.google.com/site/usaidipnforassistance/) and click the “Register” button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

1. 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)

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

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

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

[End of Provision]

**M24. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APRIL 2015)**

1. The recipient must not require employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractor from lawfully reporting such waste, fraud, or abuse to a designated Investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this provision are no longer in effect.
3. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. (1) In accordance with section 743 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(2) The Government may seek any available remedies in the event the recipient fails to comply with the requirements of this provision.

[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;
   1. Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
   2. 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;
   3. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
   4. 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 (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 sub-awards under this award.

[End of Provision]

# M26. MANDATORY DISCLOSURES (July 2015)

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 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

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

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 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]

# [END OF MANDATORY PROVISIONS]

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

# RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)

1. 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 From-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.
2. 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.
3. 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]

**RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)**

1. **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.

## 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:
     1. The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU “Open Skies” agreement ([**http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm**](http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm)).
     2. Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see  **[http://apps.fas.gsa.gov/citypairs/search/](http://apps.fas.gsa.gov/citypairs/search/))**[):](http://apps.fas.gsa.gov/citypairs/search/))
        1. Australia on an Australian airline,
        2. Switzerland on a Swiss airline, or
        3. Japan on a Japanese airline;
     3. Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
     4. For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
     5. If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
     6. If the US Flag Air Carrier does not offer direct service,
        1. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
        2. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
        3. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

## 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.

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

## 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. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

1. By April 16 of each year, the recipient must submit a report containing:
   1. Contractor/recipient name.
   2. Contact name with phone, fax and e-mail.
   3. Agreement number(s).
   4. The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of $500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
   5. Any reimbursements received by April 1 of the current year on value- added taxes and customs duties reported in (iv).
   6. Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
   7. Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
2. 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”].
3. 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.

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

[END OF PROVISION]

# RAA18. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

1. The recipient is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).
2. The recipient must assure USAID of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:
   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**](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.
3. 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
      1. Data through intervention or interaction with the individual, or
      2. 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.

(5) Institutional Review Board means a properly constituted ethical committee which will review the research.

1. 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]