

Legal Name of Subrecipient	Open Society Georgia Foundation	
Legal Name of Prime Recipient	International Research and Exchanges Board (IREX)	
	Address: 1275 K Street, NW, Suite 600 Washington, DC 2005	
Subaward Number	FY23-MP-OSGF-01	
Prime Award Number	72011422CA00004	
Awarding Agency	United States Agency for International Development (USAID)	
Date of Prime Award	August 5, 2022	
CFDA #	98.001	
Address of Subrecipient	10 Chovelidze street	
	Tbilisi 0108	
	Georgia	
Subaward Start Date	October 1, 2022	
Subaward End Date	September 30, 2025	
New Award? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (if no enter mod #)	Modification #	
Applicable Cost Principles	2 CFR 200 and 2 CFR 700	
Research and Development Project	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Ceiling	Previous Ceiling	
	Addition this Action	
	Total Ceiling	\$364,102
Obligation	Previous Ceiling	
	Addition this Action	
	Total Ceiling	\$118,034
Cost Share	Not Applicable	
Geographic Code	937 and 110	
IREX Point of Contact	Angela Nicoara	
	Chief of Party, USAID Media Program	
	anicoara@irex.org	
Subawardee's Point of Contact	Hatia Jinjikhadze	
	Deputy Director & Media Program Manager, OSGF	
	hatia@osgf.ge	
Subawardee TIN (if US)		
Subawardee UEI #	TGFP4FZBQ37	

By signing this agreement both parties agree to abide by the terms and conditions of the award as specified on the following pages.

THE INTERNATIONAL RESEARCH & EXCHANGES BOARD (IREX)

The Open Society Georgia Foundation

Michael Mirny

SIGNATURE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

Michael Mirny



NAME

NAME

Sr Practice Director/Information & Media

Ketevan Khutsishvili

TITLE

TITLE

19 October 2022

Executive Director

DATE

DATE 19.10.2022

Award Specific Requirement

I. Purpose

Under Objective 1 of the USAID Media Program, implemented in Georgia, Open Society Georgia Foundation (OSGF) will provide strategic support and capacity building for Media Advocacy Coalition (MAC) and support its advocacy initiatives to build an accessible, effective, and safe online media environment. Attachment 1, which is part of this award gives additional information on purpose.

II. Budget

A - Budget: The summary budget below represents the negotiated estimates for reimbursement of costs for cost categories. IREX may, from time to time, add funds to the obligated amount shown on the cover page of this award until it equals the ceiling amount, which is the budget amount below. In no event shall the Subgrantee exceed the total obligation amount without prior written authorization from IREX. Revisions to the budget are subject to the prior approval requirements outlined 2 CFR 200.308, Revision of Budget and Program Plans. Transfers between budget categories shall not exceed ten (10) percent of the total amount of provided funds without written approval from IREX.

Personnel	\$40,302
Fringe Benefits	\$0
Travel	\$0
Supplies	\$0
Equipment	\$0
Contractual	312,800
Other Direct Costs	\$11,000
Total Direct Costs	\$364,102
Indirect Costs	\$0
Total IREX Costs	\$364,102
Cost Share (Recipient Costs)	N/A
Total Project Costs	\$364,102

B - Cost Sharing: If applicable to this Subgrant, it is understood and agreed that the Subgrantee must provide the minimum amount of cost sharing as stipulated in the Subgrant budget approved by IREX. Cost sharing may be in the form of allowable direct or indirect costs. The Subgrantee must maintain written records to support all allowable costs which are claimed as being its contribution to cost participation, as well as costs to be paid by IREX. Such records are subject to audit. Cost share back-up must be provided to IREX to the extent that direct cost back-up needs to be provided. The basis for determining the value of cash and in-kind contributions must be in accordance with 2 CFR 200.306.

C - Refunds: The Subgrantee agrees to promptly refund to IREX, even in the absence of a demand, any portion of the Subgrant funds disbursed to it that is determined by IREX, its funder, the Subgrantee itself, an auditor, or any representative or agent of the foregoing to have been expended in noncompliance with the Subgrant.

III. Payment Provision

Invoices shall be submitted to the IREX Point of Contact listed on the cover page. Payment shall be made to the Subawardee no later than 30 days from receipt of the reimbursement request (invoice).

Advance: The Subaward makes available funding in an amount not to exceed the amount of the obligation on the cover sheet. These funds will be paid to the Subawardee to cover estimated expenses. Before each advance Subawardee must submit a request for an advance on an approved form. Subawardee must reconcile previous advances before requesting additional advances. The final 10% of the subaward may be retained by IREX subject

to receipt of all reports. Before each payment IREX will determine if payment will be directly to vendor or Subawardee. Expenditures shall be in accordance with the Program Description and Budget submitted in application of this subaward, and shall be in compliance with the terms and conditions of the Subaward. In no event will the total amount of the advances exceed the total amount of the Subaward. The Subawardee must at all times keep up to date policies and procedures to ensure that the advances are used to pay for expenses as soon as feasible after receipt and must minimize the balance of funds on hands.

If Subawardee does not receive a [2 CFR 200 Subpart F](#) or equivalent audit, each invoice must be submitted with supporting financial documentation for all costs claimed.

Pre-award costs: The costs incurred prior to the effective date of this Subaward are allowable only if compliant with the provisions of 2 CFR 200.458 Pre-award costs and 2 CFR 200.308 Revision of the budget and program plans. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Prime Award is effective and only with the written approval of IREX and meet the following criteria:

- Costs are incurred 90 days before the Subaward is signed.
- Are necessary for efficient and timely performance of the scope of work under this Subaward.

The estimated amount of the pre-award costs approved and covered by this Subaward is \$9,836.17.

IV. Indirect Rate Provision

Directly Charged Shared Costs:

Your organization has elected to directly charge its organizational costs. Prior to spending money on organizational costs, you will receive approval of the allocation methodology. You will report to IREX any change in your organization's finances which may require a revision of the allocation methodology. In no account will the total amount of this award be increased to pay for any costs unless a modification is issued.

V. Reporting Provision

All reporting must be submitted to the IREX contact listed on the cover page.

Within two weeks of signature of this subaward, the partner organization will submit a detailed Description of Activities, and Workplan for Year 1 to include Milestones & Deliverables, Indicators and Expected Targets as well as Timeline for Implementation. Future program years' Description of Activities and Workplans (including milestones and deliverables, indicators and expected targets, and timeline for implementation) will be submitted to IREX on or by July 1 of each program year.

Financial Interim Report. Subgrantee shall provide IREX with a financial report showing expenditures against the lines of expense shown in Provision II budget. The report shall show the budget, spending for the reporting period, cumulative spending, and the balance left in the grant. Unless subgrantee is receiving a 2 CFR 200 Subpart F audit, each report must be accompanied by documentation for all costs claimed. If subgrantee does receive a 2 CFR 200 Subpart F, or equivalent, audit, an audit for each period covered under this subaward must be submitted within 30 days of the audit's completion.

Reports shall be submitted for each month of the award (quarters end March 31, June 30, September 30 and December 31) and are due 10 days after the end of the quarter.

Final Financial Report. A final report using the same format as the interim reports must be submitted 45 days after the end date of the subgrant and must account for all costs being claimed.

Programmatic Interim Report. Subgrantee shall provide IREX with a programmatic report describing all activities undertaken in the reporting period and describing any barriers to implementation. The report should discuss any performance benchmarks set in the program description.

Reports shall be submitted for each quarter of the award (quarters end March 31, June 30, September 30 and December 31) and are due 10 days after the end of the quarter. See attachment 4 for a sample template.

Annual Programmatic Report. The fourth quarterly report serves as the annual report to IREX. Annual Reports should reflect the structure of the annual work plan. Annual is defined according to the U.S. Government's Fiscal Year: October 1st to September 30th. The Annual Report must be submitted 10 days after the end of the year.

In addition to the requirements of the Quarterly Report, the Annual Report must also:

- Describe overall performance against targets and goals during the fiscal year, and why targets and goals were not achieved or why they were exceeded.
- Discuss problems and challenges and how they may affect out-year planning.
- Provide a table displaying the indicators the Recipient is responsible for reporting on and the indicator values for the year, along with prior year values and future year targets. It should also include explanations for any indicator values falling above or below target.
- Provide illustrative activities to demonstrate whether the overall goals of the project are being achieved. Identify prospects for achieving longer term impact where applicable.

Final Programmatic Report. A final report must be submitted 45 days before the end of the subgrant and should include a brief description of the entire subgrant, discuss lessons learned, and give recommendations for future activities.

Inventory Report: If this award supports the procurement of non-expendable assets, an inventory report is required on an annual basis and at the end of the award.

VAT Reporting: If the award is under a USAID grant or contract and the subgrantee procures more than \$500 of commodities, VAT reporting is required. The VAT report may be added to the quarterly financial report.

VI. Procurement

Procurements under this award for goods and services will be in line with the geographic code that appears on the cover page.

All equipment purchased under this award must be approved by IREX. Title to such equipment rests with the IREX unless otherwise indicated.

IREX may, at the end of the award, request the return of any unused supplies if the total amount of unused supplies exceeds \$5,000.

VII. Disputes

A - Resolving Dispute Between the Parties:

(1) The Parties shall exert their best efforts, in good faith, to consult together to resolve all issues between the Parties. An issue that cannot be resolved in this way after a reasonable time shall be treated as a Disagreement.

(2) In the event of a Disagreement, either Party (the "Initiating Party") may submit to the other Party (the "Receiving Party") a written statement, specifically designated as a Notice of Disagreement, briefly describing the

nature of the problem, the Initiating Party's position regarding the problem, the material facts and arguments in favor of such position, and a statement of actions or other relief requested.

(3) Within 30 days after receipt of a Notice of Disagreement, the Receiving Party shall issue a written decision (a "Decision"), specifically designated as such, with supporting findings and reasons, and promptly communicate it to the Initiating Party.

(4) Notwithstanding the existence of an issue, disagreement or dispute, or the conduct of an arbitration, under this Article, the Subgrantee shall, unless otherwise mutually agreed between the Parties, continue to perform its obligations under the Subgrant.

B - Resolving Problems Between the Parties that also Involve the funder:

(1) Notwithstanding any other provision of this Subgrant, any decision of the funder's Agreement Officer under the Agreement that binds IREX shall also bind Subgrantee to the extent that it relates to or affects the Subgrant.

(2) If requested by the Subgrantee in writing, and if the "Disputes" clause of the Agreement permits (including, without limitation, IREX's agreement that such claim has a reasonable basis), IREX may at its discretion agree to file or appeal a claim with funder for the Subgrantees benefit.

(3) All actions by Subgrantee that require approval under this Subgrant shall be the subject of written requests for approval submitted to IREX. If the granting of approval requires that IREX in turn secure the funder's approval under the Agreement, IREX will take reasonable steps to assist Subgrantee to obtain expeditious consideration by the funder. Notwithstanding the foregoing, or any other provision of this subcontract, IREX accepts no responsibility or liability for any delays, costs, expenses, damages, losses, or harm of any nature that might occur to Subgrantee due to or as a result of any act, omission, decision, or delay by the funder.

C - Jurisdiction:

The governing law for this Subgrant, its validity and performance, and the surrounding circumstances involving the Parties, shall be the law of the District of Columbia in the United States, without regard to its conflicts of law principles. If any provision(s) of this Subgrant violates any applicable law or mandatory public policy, or is otherwise restricted, prohibited, or unenforceable, such provision(s) shall, be ineffective in the jurisdiction in which they are prohibited. The remaining provisions shall continue and remain in full force and effect.

VIII. Termination and Enforcement

This Subgrant may be terminated for any of the following reasons by providing prior written notice to the Subgrantee:

(a) Default: IREX may terminate this Subgrantee immediately if Subgrantee, for any reason whatsoever, fails, refuses, or is unable to perform the work or to make satisfactory progress within the time specified or does not comply with the terms and conditions of this award.

(b) Termination of Prime Award: IREX may terminate this Subgrant in the event its Agreement from the funder is terminated; in which case Subgrantee shall make every reasonable effort to comply with the directions of the IREX authorized Officer in preparing a claim for submission to IREX. This termination provision will also apply should funding from the funder to IREX, for this project be cancelled or insufficient for completion.

(c) For Convenience: IREX may terminate this Subgrant in whole or in part, including any approved activities hereunder, by providing ten (10) days advance written notice of the effective date of termination to the Subgrantee and, in the case of partial termination, the portions of the award that will be terminated. IREX shall be responsible for satisfying all its outstanding debts and obligations properly and reasonably incurred by Subgrantee.

The Subgrantee may terminate the subgrant with written notice to IREX. Such notice should include the reason for the termination, the date of termination, and, in the case of partial termination, the portions of the award being terminated. If the subgrantee terminates the subgrant in part, IREX may elect to terminate the subgrant in whole if, in IREX's judgment, the partial continuation of the subgrant is not in the best interests of the program.

IREX may also suspend a Subaward for any reason. If IREX needs to suspend a subaward, the subawardee will receive a written notice giving the reason for the suspension, the date the suspension is effective, and the date (if known) that the suspension will be lifted. If the suspension is not for cause, IREX may negotiate with the subawardee what administrative cost may continue to be charged to the subaward during the suspension period.

IX. Financial Records

IREX, its donor, or either of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers and any records of Subrecipient which are directly pertinent to the work being performed under this Subgrant. If such an inspection/evaluation is performed, Subrecipient agrees (a) to make its premises, and those of any second-tier subcontractors or subrecipients, available and (b) to provide all reasonable facilities and assistance consistent with the convenience and safety of IREX representatives. All such inspections/evaluations shall be performed so as not to unduly delay work under this Subaward.

Financial records, supporting documents, statistical records, and all other records pertinent to this Subgrant shall be retained for a period of three years from the date of submission of the final expenditure report.

X. Indemnification

The both parties shall hold the other party and USAID harmless against losses or damages including those stemming from injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, which may be suffered by the party, its personnel, consultants, employees and agents or any third party, where such loss or damage is the result of an action, omission, negligence, breach of contract, or violation of law or regulation (including the violation of any intellectual property right) by the other party, its personnel or agents.

XI. Independent Status

The relationship of the Subgrantee to IREX is that of an independent entity and nothing herein shall be construed as creating any other relationship. As such, the Subgrantee shall comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Subgrantee's protection in connection with work performed under this Subgrant. Neither the Subgrantee nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be agent, representative, or employee of IREX.

XII. Integrity and Ethics

IREX organizational ethos and continued success require (1) avoidance, to the maximum extent practicable, of any corrupt, fraudulent, illegal, or otherwise improper or unseemly practices, or even the appearance of or potential for any such practice, and (2) immediate and complete dissociation from, and prompt and thorough corrective action regarding, any such practices that might nevertheless occur. Subgrantee hereby covenants and agrees to ensure that it, and its officers, directors, employees, agents, representatives, consultants, lower-tier Subgrantees, contractors and suppliers will at all times strictly follow a similar approach to all of their activities, whether or not funded under, directly affecting, or occurring during the Term of, this Subgrant.

Payment to the Subgrantee described in this Subgrant shall constitute the Subgrantee's sole payment in connection with the Services and, the Subgrantee shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Subgrant. The Subgrantee agrees to disclose to IREX in a timely fashion any relationship, transaction or circumstances which could diminish or compromise its ability to render objective and impartial professional judgment concerning the Services. IREX reserves the right to terminate the agreement or reduce its scope based upon disclosures of conflict.

XIII. Notices

Notices shall be in writing and delivered by post, fax, or email to the person identified on the cover of this agreement.

Modification of this agreement must be writing. Modifications that incrementally obligate the agreement, give any required approval, or allow a one time only three month or less extension, do not need to be signed by the subrecipient. Any other modification of the award must be signed by both parties.

XIV. Marking

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.

XV. English Language

English is the controlling language of this agreement. If this agreement or any of its supporting documents or deliverable is translated into another language, the English language version is government.

XVI. Non-Hiring

During the term of this subaward and for a period of one year following either the expiration or the termination thereof, neither party to this Agreement shall knowingly directly solicit for hire nor knowingly allow any of its employees, agents, officers, or representatives to directly solicit for hire any employee or employees of the other party who are associated with or involved in the development of the Solicitation.

XVII. Certifications and Assurances

A - By signing this Subaward, Subawardee certifies that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any US Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Asset Control of the US Department of Treasury or UN Security Council Committee sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) neither it nor its principals have been indicted or convicted for violating U.S. or global laws against Trafficking in Persons.

B - By signing this Subaward, Subawardee certifies that it will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.

C - By signing this Subaward, Subawardee certifies that it will not provide, whether directly or by contract or other arrangement, covered telecommunications equipment or services to IREX in the performance of this Subaward or in any extension or modification of this Subaward. Subawardee further represents that it does not use anywhere in its business operations, whether directly or by contract or other arrangement, any equipment, system, or services that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Subawardee shall notify IREX within one business day of learning that covered telecommunications equipment or

services have been provided to IREX or are being used by Subawardee, whether directly or by contract or other arrangement.

For purposes of this section, "covered telecommunications equipment or services" means (1) telecommunication or video surveillance equipment or services produced or provided by Huawei Technologies Company or ZTE Corporation (including subsidiaries and affiliates of either); and (2) equipment or services used specifically for national security purposes provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (including subsidiaries and affiliated of any of them).

D - By signing this Subaward, Subawardee certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the subaward or activities resulting from this Subaward that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Subawardee further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating such conflict of interest (or apparent conflict of interest).

E - Violation of any of these certifications is considered a failure in the performance of Subawardee's obligations under the Subaward and will lead to the termination of this Subaward agreement.

XVIII. Incorporated by Reference

The following regulations are applicable to this subgrant award (full text can be located at the identified websites):

2 CFR 200, as applicable is incorporated into this Subgrant by reference

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CFR 700, as applicable, is incorporated into this Subgrant by reference <http://www.ecfr.gov/cgi-bin/text-idx?SID=6814e74b8c767a299b015aefee931361&mc=true&tpl=/ecfrbrowse/Title02/2chapterVII.tpl>

22CFR 137. Department of State Government-wide Debarment and Suspension (non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants):

<https://www.gpo.gov/fdsys/granule/CFR-2002-title22-vol1/CFR-2002-title22-vol1-part137/content-detail.html>

US Agency for International Development Standard Terms and Conditions
For non-US Organizations: <http://www.usaid.gov/ads/policy/300/303mab>

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws.

APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (NOVEMBER 2020)

- a. All provisions of 2 CFR 200 and 2 CFR 700 in effect on the date of this award, and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients that meet the definition of “Non-Federal Entity” in part 2 CFR 200.1, unless a section specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions.
- b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with 2 CFR 200 and 2 CFR 700.

INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

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]

SUBAWARDS AND CONTRACTS (DECEMBER 2014)

Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.

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]

USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)

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

b. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310>.

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

- d. This provision must be included in all subawards and contracts which include procurement of

commodities or services.

[END OF PROVISION]

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

The policies and procedures applicable to debarment, suspension, and ineligibility under USAID- financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

DRUG-FREE WORKPLACE (JUNE 2012)

The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707).

[END OF PROVISION]

EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

a. Faith-Based Organizations Encouraged

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

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

b. Explicitly Religious Activities Prohibited.

- (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
- (2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.
- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID- funded activities.

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

- May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
 - May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
 - May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- a. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- b. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- c. 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.
- d. 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. This provision must be included in all subawards under this award.

[END OF PROVISION]

PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

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

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

- a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline "from the American people," unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The

USAID Identity (including any required presidential initiative or related identity) is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

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

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

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

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

- b. The recipient must provide the USAID AOR with two copies of all program and communications materials produced under this award.
- c. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
 - 1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - 2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

- 3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- 4) Impair the functionality of an item;
- 5) Incur substantial costs or be impractical;
- 6) Offend local cultural or social norms, or be considered inappropriate; or
- 7) Conflict with international law.

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

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

2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

b. The recipient must include the following marking provision in any subawards entered into under this award:

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

[END OF PROVISION]

TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DEC 2014)

a. TRAVEL COSTS

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

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

b. FLY AMERICA ACT RESTRICTIONS

- (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the

recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

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

c. DEFINITIONS

The terms used in this provision have the following meanings:

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

(END OF PROVISION)

OCEAN SHIPMENT OF GOODS (JUN 2012)

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

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

- b. This provision must be included in all subagreements, including subawards and contracts. (END

OF PROVISION)

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)

TRAFFICKING IN PERSONS (APRIL 2016)

The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging employees recruitment fees; or

b. Providing or arranging housing that fails to meet the host country housing and safety standards.

LIMITING CONSTRUCTION ACTIVITIES (AUG 2013)

Construction is not eligible for reimbursement under this award.

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

(a) Definitions.

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

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

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

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

- (b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
- (c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no

longer in effect.

- (d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(END OF PROVISION)

CHILD SAFEGUARDING (JUNE 2015)

- (a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).
- (c) The following definitions apply for purposes of this provision:
 - (1) Child: A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which

results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

- (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (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.

MANDATORY DISCLOSURES (NOVEMBER 2020)

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

Disclosures must be sent to:

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

Phone: [1-800-230-6539](tel:1-800-230-6539) or [202-712-1023](tel:202-712-1023)

Email: ig.hotline@usaid.gov

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

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

NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016).

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

[END OF PROVISION]

CONFLICT OF INTEREST (AUGUST 2018)

- a. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
- b. The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest.
- c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
- d. The recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.
- e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.
- f. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.

- h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
- i. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT USNGO (JULY 2022)

a. In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such covered telecommunications and video surveillance services or equipment. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for:

(1) All costs for covered telecommunications and video surveillance services or equipment incurred through September 30, 2022, and

(2) Costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.

b. After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.

EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

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

Definitions:

An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly. A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

Participant Training is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

Invitational Travel is a type of travel that USAID funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

Program Monitoring and Data Reporting: The recipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.

For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS).

For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Participant Training data.

Health and Accident Insurance:

For Exchange Visitors traveling to the United States, the recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer's Representative.

For Participants traveling to a third country, the recipient must obtain health and accident insurance coverage for all Participants.

For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

Immigration Requirements:

For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

Language Proficiency: The recipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

Pre-departure Orientation: The recipient must conduct pre-departure orientation for U.S.-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods

Conditions of Sponsorship: The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants

of long- term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

Fly America: To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, "International Air Travel and Air Transportation of Property."

Use of Minority Serving Institutions: For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

By April 1 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.
- b. Submit the reports to: IREX
- c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.
- d. The recipient must include this reporting requirement in all applicable subawards and contracts.

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

- a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's

delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

b. Definitions:

(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.

(2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.

(3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities.

USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.