**ATTACHMENT C**

**SAMPLE FIXED AMOUNT AWARD GRANT AGREEMENT**

[Insert Name of Grantee]

[Insert Grantee Address]

[Insert Grantee Address]

[Insert Date]

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

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

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

By signing this Grant Agreement, the Grantee agrees that:

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

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

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

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

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

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

Please sign this letter to acknowledge your receipt and acceptance of this Grant, retaining a copy for your records and returning an electronic copy to (ftfring\_grants@abtassoc.com)

Sincerely,

Selorme Kofi Azuma Anna Rose

Chief of Party Director, Local Solutions and Grants Management

Grant Attachments:

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

ACKNOWLEDGED BY GRANTEE’s duly authorized representative:

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

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

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

**GRANT ATTACHMENT A**

**SCHEDULE**

1. **Purpose of Grant**

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

1. **Grant Period**

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

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

**GRANT ATTACHMENT B**

**PROGRAM DESCRIPTION**

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

**GRANT** **ATTACHMENT C**

**DELIVERABLE AND MILESTONE PAYMENT SCHEDULE**

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

**NOTE: ADDITIONAL MILESTONES AND ASSOCIATED DELIVERABLES WILL BE CO-DEVELOPED WITH EACH APPARENTLY SUCCESSFUL APPLICANT TO REFLECT ACTIVITIES AND INTERVENTIONS PROPOSED. MILESTONES AND DELIVERABLES SHOWN ABOVE ARE MANDATORY AND WILL BE INCLUDED WITH EVERY GRANT AGREEMENT.**

**GRANT ATTACHMENT D**

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

Partial Revision Date: 10/23/23

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

1. Submissions to the Development Experience Clearinghouse (DEC).
   1. The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
   2. In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <https://dec.usaid.gov>
   3. For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
   4. Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.
   5. The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.
2. Rights in Data
   1. Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.
   2. Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
3. Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
4. The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

**M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)**

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

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

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

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

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

**M4. DEBARMENT AND SUSPENSION (JUNE 2012)**

1. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.
2. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780, USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient’s response to the situation and any additional information submitted—when USAID determines its response.
3. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
4. Are presently excluded or disqualified from doing business with any U.S. Government entity;
5. Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
6. Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
7. Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
8. Principal means—
9. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
10. A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
    1. Is in a position to handle Federal funds;
    2. Is in a position to influence or control the use of those funds; or,
    3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
11. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

**M5. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)**

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

[END OF PROVISION]

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

1. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
2. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
3. Procurement of a commercial sex act during the period of this award;
4. Use of forced labor in the performance of this award;
5. Acts that directly support or advance trafficking in persons, including the following acts:
6. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
7. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
   * + 1. exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
       2. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
8. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
9. Charging employees recruitment fees; or
10. Providing or arranging housing that fails to meet the host country housing and safety standards.
11. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
12. Reserved.
13. Reserved
14. If the Recipient receives any credible information regarding a violation listed in section a (1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
15. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
16. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
17. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a (1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

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

1. Explicitly Religious Activities Prohibited.
2. Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
3. The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.
4. These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
5. Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:
6. May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
7. May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
8. May retains its authority over its internal governance, and may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
9. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
10. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.
11. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1 is not forfeited when the organization receives financial assistance from USAID.
12. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
13. This provision must be included in all subawards under this award.

[END OF PROVISION]

**M9. RESERVED**

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

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

The Recipient must:

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

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

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

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

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

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

[END OF PROVISION]

**M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)**

1. Definitions. For the purpose of submissions to the DDL:
2. “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012).
3. “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
4. Submissions to the Development Data Library (DDL)
5. The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
6. Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

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

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

[END OF PROVISION]

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

1. Definitions.

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

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

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

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

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

1. The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
2. The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
3. The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.
5. The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

[END OF PROVISION]

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

1. **Definitions** for the purposes of this provision:

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

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

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

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

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

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

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

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

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

1. **Requirements**. In the performance of this award, the recipient must have and implement a set of publicly available standards, policies, or procedures to prevent, detect, address, and respond to allegations of exploitation, sexual abuse, child abuse, and child neglect that:
2. Prohibit employees, agents, interns, or any other person provided access or contact with beneficiaries, from engaging in any exploitation, sexual abuse, child abuse, and child neglect of any person during the period of performance, supporting or advancing these actions, or intentionally ignoring or failing to act upon allegations of these actions;
3. Are consistent with the Inter-Agency Standing Committee’s Six Core Principles Relating to Sexual Exploitation and Abuse, as amended, available at https://psea.interagencystandingcommittee.org/update/iasc-six-core-principles and the Keeping Children Safe Standards, available at https://www.keepingchildrensafe.global/accountability/;
4. Require reporting of suspicions or concerns related to violations of the prohibitions in paragraph (1) to the recipient;
5. Require a “survivor-centered approach” for responding to alleged violations of the prohibitions. Such an approach must ensure the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process;
6. When a child is involved, require a “best interest of the child determination” for responding to alleged violations of the prohibitions. This determination considers the best possible outcome for a vulnerable child who has been exposed to violence, abuse, exploitation, or neglect;
7. Include remedies for violations;
8. Monitor subrecipients, employees, agents, interns, or any other person provided access or contact with beneficiaries;
9. Details the actions that may be taken against subrecipients, employees, agents, interns, or any other person provided access or contact under the award who commit exploitation, sexual abuse, child abuse, and child neglect of any person or who fail to take reasonable steps to prevent it; and
10. Provide transparency on hiring, screening, and employment practices, including on rehiring or transfer and referencing for subsequent employers.
11. **Compliance Plan**. For awards exceeding $500,000, the recipient must develop, implement, and maintain a compliance plan, either in conjunction with or separate from the Trafficking in Persons Compliance Plan, that details risk analysis and mitigation measures that will be implemented during the period of performance of the award to prevent and address exploitation, sexual abuse, child abuse, and child neglect of any person, consistent with the requirements in paragraph (b) of this provision.
12. The recipient’s compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the particular risks presented by the operating context. The plan must include, at a minimum, the following:
13. Reasonable measures to reduce the risk of exploitation, sexual abuse, child abuse, and child neglect. Where implementation of projects under this award may involve children, this includes limiting unsupervised interactions with children and complying with applicable laws, regulations, or customs regarding harmful image-generating activities of children;
14. An awareness program to inform employees, agents, interns, or any other person provided access or contact with beneficiaries about the requirements of this provision, including the activities prohibited, the action that will be taken in response to violations, and the mechanism(s) for reporting allegations;
15. A description of how beneficiaries and local community members:
16. Are made aware of the prohibited activities,
17. How they may report allegations, and
18. How (A) and (B) are carried out in a manner that is inclusive, culturally appropriate, and sensitive to the context;
19. Safe, accessible, and publicly available reporting mechanism(s) that may be integrated with any existing or similar such mechanisms, for anyone to confidentially report exploitation, sexual abuse, child abuse, and child neglect, with appropriate safeguards to protect whistle-blowers and survivors, including express protection against retaliation for reporting, and documented procedures for protecting personally identifiable information (PII) from unauthorized access and disclosure; and
20. Appropriate measures to protect survivors of or witnesses to activities prohibited in paragraph (b)(1) of this provision and not prevent or hinder cooperating fully with U.S. Government authorities.
21. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request.
22. **Notification**.
23. The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and
24. As soon as practicable, the recipient must provide in writing, as specified above: (i) additional information on any actions planned or taken in response to the allegation; and (ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident.
25. The Agreement Officer authorizes M/MPBP/RSC to correspond with the recipient for further information relating to the notification.
26. In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.
27. **Remedies**. In addition to other remedies available to the U.S. Government, the recipient’s failure to comply with the requirements of paragraphs (b), (c), and (d) of this provision may also result in the Agency initiating suspension or debarment proceedings.
28. **Reserved**

**[END OF PROVISION]**

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

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

Disclosures must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 20044-0657

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

Email: ig.hotline@usaid.gov

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

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

**M16. CONFLICT OF INTEREST (AUGUST 2018)**

1. A conflict of interest in the award, administration, or monitoring of subawards arises when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
2. The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The recipient safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
4. The recipient must have a system or systems in place to address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward regardless of the amount funded under this award.
5. The recipient must disclose any conflict of interest and the recipient’s approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.
6. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient’s actions to resolve the conflict of interest within 30 days of receipt of the recipient’s notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
7. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID’s determination. Failure to disclose a conflict of interest may result in cost disallowances.
8. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
9. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

**M17. RESERVED**

**M18. RESERVED**

[END OF MANDATORY PROVISIONS]

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

**RAA1. RESERVED**

**RAA2. UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022)**

*APPLICABILITY: This provision is required in accordance with 2 CFR 25, Universal Identifier and System for Award Management. Agreement Officers (AOs) must include this provision in all assistance solicitations and all awards, unless the AO exempts an organization from compliance with the provision under one of the following:*

***Exceptions****. The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the System for Award Management (SAM) do not apply to:*

*(1) Awards to individuals.*

*(2) Awards less than $25,000, with no anticipated subawards, to foreign organizations to be performed outside the United States when the AO makes a determination on a case-by-case basis using a risk-based approach that registration is impracticable.*

*(3) Awards where the USAID Assistant Administrator or Mission Director determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.*

**UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022)**

1. **Requirement for System for Award Management (SAM).** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information about the recipient’s immediate and highest level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. The recipient must review and update the information at least annually after the initial registration, and more frequently, if required by changes in its information or another Federal award term.
2. **Requirement for Unique Entity Identifier**. If authorized to make subawards under this Federal award, the recipient:
   1. Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward under this award until the entity has provided its Unique Entity Identifier.
   2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.
3. Definitions. For purposes of this term:’

System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

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

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

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

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

1. **Exception for subawards**. The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the SAM do not apply at the subaward level, to:
2. Awards to individuals
3. Awards less than $25,000, with no anticipated subawards, to foreign organizations to be performed outside the United States when the AO makes a determination on a case-by-case basis using a risk-based approach that registration is impracticable.
4. Awards where the USAID Assistant Administrator or Mission Director determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.
5. This provision does not need to be included in subawards.

[END OF PROVISION]

**RAA3.RESERVED**

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

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

1. Ineligible and Restricted Commodities and Services:
2. Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
3. Military equipment,
4. Surveillance equipment,
5. Commodities and services for support of police or other law enforcement activities,
6. Abortion equipment and services,
7. Luxury goods and gambling equipment, or
8. Weather modification equipment.
9. Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment and Suspension” and Standard Provision, “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals” must not be used to provide any commodities or services funded under this award.
10. Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
11. Agricultural commodities,
12. Motor vehicles,
13. Pharmaceuticals,
14. Pesticides,
15. Used equipment,
16. U.S. Government-owned excess property, or
17. Fertilizer.
18. Source and Nationality:

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

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

[END OF PROVISION]

**RAA5. RESERVED**

**RAA6. RESERVED**

**RAA7. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)**

*APPLICABILITY: This provision is only applicable if a host country tax may possibly be charged on items specifically listed as or in milestones in awards fully or partially funded with funds appropriated under titles III through VI of the current Department of State, Foreign Operations, and Related Programs Appropriations Act (SFOAA) and prior Acts making appropriations for such purposes and the award is to be performed wholly or partly in a foreign country. It is not applicable when there will be no commodity transactions in a foreign country over the amount of $500.*

*Please insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under section (b) of this provision.*

REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

1. Definitions. As used in this provision—

* Foreign government includes any foreign governmental entity.
* Foreign taxes include value-added taxes and customs duties but not individual income taxes assessed to local staff.
* Local Staff means Cooperating Country National employees.

1. Annual Report
   1. The recipient must submit a report detailing foreign taxes assessed under this award the prior U.S. government fiscal year. The report must be submitted annually by April 16.
   2. A report is required even if the recipient did not pay any foreign taxes during the reporting period. A cumulative report may be provided if the recipient is performing more than one award in the foreign country.
2. Contents of report. The report must contain:
   1. Recipient name.
   2. Contact name with phone number and email address.
   3. Award number(s).
   4. the total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of $500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
   5. Any reimbursements of foreign taxes received by the recipient on the taxes in paragraph (c)(4) of this provision received through the date of the report.
3. Submission of report. The recipient must submit the report to: [Agreement Officer must insert Address and point of contact at the Embassy or Mission in the country in which the award will be performed, or CFO/CMP for USAID/W-issued awards, as appropriate], with a copy to the Agreement Officer’s Representative.
4. Subawards and contracts. The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient shall collect and incorporate into the recipient’s report all information received from subawardees and contractors pursuant to this provision.

[END OF PROVISION]

**RAA8. RESERVED**

**RAA9. RESERVED**

**RAA10. RESERVED**

**RAA11. RESERVED**

**RAA12. RESERVED**

**RAA13. RESERVED**

**RAA14. RESERVED**

**RAA15. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**

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

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

1. Voluntary Participation and Family Planning Methods:
2. The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.
3. Activities which provide family planning services or information to individuals, financed, in whole or in part, under this award, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.
4. Requirements for Voluntary Family Planning Projects
5. A family planning project must comply with the requirements of this paragraph.
6. A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization (PIO) provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
7. Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
8. The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
9. A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person’s decision not to accept family planning services offered by the project.
10. The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
11. The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
12. With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
13. The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs b.(3), b.(4), b.(5), or b.(7).
14. The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph b.(6) and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
15. The recipient must provide USAID such additional information about violations as USAID may request.
16. Additional Requirements for Voluntary Sterilization Programs
17. Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
18. The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
19. Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.
20. The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.
21. Prohibition on Abortion-Related Activities:
22. No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
23. No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.
24. The recipient must insert this provision in all subsequent subagreements, including subawards and contracts, involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

[END OF PROVISION]

**RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)**

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

CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

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

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

[END OF PROVISION]

**RAA17. RESERVED**

**RAA18. RESERVED**

**RAA19. RESERVED**

**RAA20. RESERVED**

**RAA21. RESERVED**

**RAA22. RESERVED**

**RAA23. RESERVED**

**RAA24. RESERVED**

**RAA25. RESERVED**

**[END OF THE STANDARD PROVISIONS]**