



Standard Provisions for Non-U.S. Nongovernmental Organizations

A Mandatory Reference for ADS Chapter 303

Partial Revision Date: 10/01/2024
Responsible Office: M/OAA/P
File Name: 303mab_100124

Standard Provisions for Non-U.S. Nongovernmental Organizations

Table of Contents

MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS		5
M1.	ALLOWABLE COSTS (AUGUST 2024)	5
M2.	ACCOUNTING, RECORD RETENTION AND ACCESS, AND AUDITS (AUGUST 2024)	6
M3.	AMENDMENT OF AWARD, REVISION OF BUDGET AND PROGRAM PLANS (AUGUST 2024)	8
M4.	NOTICES (JUNE 2012)	9
M5.	PROCUREMENT POLICIES (AUGUST 2024)	10
M6.	USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)	12
M7.	TITLE TO AND USE OF PROPERTY (AUGUST 2024)	13
M8.	SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)	16
M9.	MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)	18
M10.	AWARD SUSPENSION AND TERMINATION (AUGUST 2024)	21
M11.	RECIPIENT AND EMPLOYEE CONDUCT (OCTOBER 2023)	22
M12.	DEBARMENT AND SUSPENSION (JUNE 2012)	24
M13.	DISPUTES AND APPEALS (DECEMBER 2022)	25
M14.	PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)	26
M15.	TRAFFICKING IN PERSONS (AUGUST 2024)	26
M16.	VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)	32
M17.	EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2024)	33
M18.	NONDISCRIMINATION (AUGUST 2024)	35
M19.	USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)	36
M20.	LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)	36
M21.	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)	37
M22.	ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (AUGUST 2024)	39
M23.	SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)	40
		2

Text highlighted in yellow indicates that the material is new or substantively revised.

M24.	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)	42
M25.	SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)	43
M26.	MANDATORY DISCLOSURES (AUGUST 2024)	46
M27.	NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)	47
M28.	CONFLICT OF INTEREST (AUGUST 2024)	47
M29.	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (AUGUST 2024)	48
M30.	EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)	49
M31.	CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (AUGUST 2024)	51
M32.	OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)	53
M33.	SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS (AUGUST 2024)	54
	REQUIRED AS APPLICABLE (RAA) STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS	57
RAA1.	ADVANCE PAYMENT AND REFUNDS (AUGUST 2024)	57
RAA2.	REIMBURSEMENT PAYMENT AND REFUNDS (AUGUST 2024)	59
RAA3.	INDIRECT COSTS – NEGOTIATED INDIRECT COST RATES PROVISIONAL & FINAL (AUGUST 2024)	60
RAA4.	INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (AUGUST 2024)	62
RAA5.	INDIRECT COSTS – DE MINIMIS RATE (AUGUST 2024)	63
RAA6.	RESERVED	64
RAA7.	REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (AUGUST 2024)	64
RAA8.	SUBAWARDS (AUGUST 2024)	68
RAA9.	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)	70
RAA10.	OCEAN SHIPMENT OF GOODS (JUNE 2012)	72
RAA11.	REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)	73
RAA12.	PATENT RIGHTS (DECEMBER 2022)	74
RAA13.	RESERVED	76
RAA14.	INVESTMENT PROMOTION (DECEMBER 2022)	76
RAA15.	COST SHARING (AUGUST 2024)	76
RAA16.	PROGRAM INCOME (AUGUST 2024)	79
RAA17.	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)	81
RAA18.	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)	82
RAA19.	PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)	83
RAA20.	STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)	85
RAA21.	ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)	86

RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)	86
RAA23. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	87
RAA24. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)	91
RAA25. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)	91
RAA26. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)	92
RAA27. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)	93
RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2022)	94
RAA29. RESERVED	96
RAA30. RESERVED	96
RAA31. NEVER CONTRACT WITH THE ENEMY (AUGUST 2024)	96

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

M1. ALLOWABLE COSTS (AUGUST 2024)

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

(1) **Cost Principles for Nonprofit Organizations:**

- (i) **If this award is being issued or amended between August 7, 2024 and September 30, 2024, the cost principles set forth in **Subpart E of the “2024 Revisions” of 2 CFR 200 (89 FR 30046 dated April 22, 2024)** are applicable.**
- (ii) **Otherwise, the cost principles set forth in **Subpart E of 2 CFR 200** in effect on the date of this award or amendment are applicable.**

(2) **Cost Principles for Commercial Organizations:** The Federal Acquisition Regulation (FAR) at **48 CFR 31.2** and USAID Acquisition Regulation (AIDAR) at **48 CFR 731.2** are applicable.

- (b) It is the recipient's responsibility to ensure that costs incurred are **reasonable, allowable, and allocable as defined in the applicable cost principles.**
- (c) The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.
- (d) USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with **the** Standard Provision, “Procurement Policies.”
- (e) The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, “Accounting, **Record Retention and Access, and Audits.**”
- (f) This provision must be incorporated into all subawards and contracts which are paid on a cost reimbursement **(non-fixed)** basis.

[END OF PROVISION]

M2. ACCOUNTING, RECORD RETENTION AND ACCESS, AND AUDITS (AUGUST 2024)

(a) Accounting and Record Retention and Access

- (1) The recipient's financial management system, including records documenting compliance with applicable statutes, regulations, and the terms and conditions of this award, must be sufficient to permit the preparation of reports and track expenditures to establish that funds have been used in accordance with the terms and conditions of this award. The records must comply with accounting principles generally accepted in the United States, the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program.
- (2) The recipient must maintain all award records, including financial records, supporting documentation, statistical records, and all other records to support performance of and charges to this award. The recipient must retain all award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient must retain records for three years from the date of submission of the quarterly or annual financial report, respectively. Exceptions to this three-year retention period are as follows:
 - (i) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken, if any litigation, claim, or audit is started before the expiration of the three-year period.
 - (ii) When the recipient or subrecipient is notified in writing by the Federal agency (or recipient) to extend the retention.
- (3) The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to perform audits, execute site visits, or for any other official use. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents or the award in general.

(4) USAID's rights of access are not limited to the required retention period of this provision but lasts as long as the records are retained.

(b) Audits

- (1) Beginning in recipient's 2025 fiscal year, the recipient must have an annual single or program-specific audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends \$1,000,000 or more in all federal awards, either as a recipient, subrecipient, or contractor. For fiscal year 2024 and earlier, the audit threshold is \$750,000.
 - (i) The audit report must be submitted to the AO within 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period (whichever is earlier). The AO may authorize an audit extension when the nine-month timeframe would place an undue burden on the recipient.
 - (ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.
 - (iii) In cases of continued inability or unwillingness by the recipient to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate actions that may include suspension of all, or a percentage of, disbursements; suspension or termination of all or part of the award; or other legally available remedies, until the audit is satisfactorily completed.
- (2) The recipient is not required to have an annual audit for any recipient fiscal year (2025 and later), in which the recipient expends less than \$1,000,000 in all federal awards, either as a recipient, subrecipient, or contractor. For fiscal year 2024 and earlier, the audit threshold is \$750,000. In all instances, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.
- (3) USAID retains the right to conduct, or arrange for, financial reviews, audits, and evaluations to ensure adequate accountability of USAID funds by the recipient, regardless of the above audit requirements.

(c) Subawards and Contracts

- (1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in

paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

- (2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000.

[END OF PROVISION]

M3. AMENDMENT OF AWARD, REVISION OF BUDGET AND PROGRAM PLANS (AUGUST 2024)

- (a) *Amendments in Writing.* This award may only be amended in writing by a formal amendment or letter signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.
- (b) *Budget Deviations:* The recipient must report to the Agreement Officer deviations from the approved award budget.
- (c) *One-time extensions.* The recipient may initiate a one-time extension of the period of performance by up to 12 months, unless:
- (1) The terms and conditions of the award prohibit the extension;
 - (2) The extension requires additional Federal funds; or
 - (3) The extension involves any change in the approved scope of the award.

A one-time extension may not be exercised for the sole purpose of using unobligated balances. The recipient must notify the AO in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award.

- (d) *Prior Approvals.* In addition to other approvals required in this award, the recipient must receive prior written approval from the AO to:
- (1) Change the scope or the objectives of the project or program (even if there is no associated budget revision) (amendment required);
 - (2) Increase the total award amount and revise the approved budget, and/or to request additional obligation of USAID funds in excess of the amount currently obligated (amendment required);
 - (3) Revise the period of performance (amendment required);
 - (4) Change key personnel that are identified by name or position in the award;
 - (5) Permit the absence of more than three months from, or a 25 percent reduction in

time and effort devoted to, the award over the course of the period of performance by the approved project director or principal investigator;

(6) Include costs that require prior approval in the applicable cost principles, as identified in the Standard Provision "Allowable Costs";

(7) Transfer funds budgeted for participant support costs, as defined in 2 CFR 200.1, to other budget categories;

(8) Include subaward activities not proposed in the application and approved in the award terms. This requirement does not apply to procurement transactions for goods or services. A change of subrecipient requires prior approval when mandated in the award;

(9) Change the total approved cost-sharing amount (amendment required);

(10) Transfer funds budgeted for construction activities (as defined in the Standard Provision entitled, "Limiting Construction Activities") to other non-construction cost categories, or vice versa;

(11) Obtain a no-cost extension of the period of performance (meaning, an extension of time that does not require the obligation of additional Federal funds), other than a one-time extension as described in paragraph (c) above. All requests for no-cost extensions should be submitted at least 10 calendar days before the conclusion of the period of performance (amendment required); and

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

(e) Failure by the recipient to obtain required written approvals as detailed in this provision, or any other provision requiring approval, or elsewhere in this award, may result in the AO disallowing such costs. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, the AO will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

[END OF PROVISION]

M4. NOTICES (JUNE 2012)

(a) Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person, mailed or emailed as follows:

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

[END OF PROVISION]

M5. PROCUREMENT POLICIES (AUGUST 2024)

The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award provided by a pass-through entity (defined in 2 CFR 200.1) to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."

- (a) The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts and ensure that the price is fair and reasonable for all procurements.
- (b) The recipient may designate a reasonable micro-purchase threshold not to exceed \$10,000, under which the recipient may use informal procurement methods. The recipient may also use informal procurement methods for procurements that do not exceed the simplified acquisition threshold as established in the Federal Acquisition Regulation (Subpart 2.1) in order to expedite the completion of transactions, minimize administrative burdens, and reduce costs. For procurements above the recipient's designated micro-purchase threshold and at or below the simplified acquisition threshold, the recipient must obtain price or rate quotations from an adequate number of qualified sources.
- (c) The recipient's procurement procedures must provide, at a minimum:
 - (1) The recipient must conduct procurements that exceed the simplified acquisition threshold as established in the Federal Acquisition Regulation (Subpart 2.1), in a manner that provides fair and unbiased competition, including the following:
 - (i) All responsible sources must be allowed to compete in an equal manner.
 - (ii) Solicitations must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.

- (iii) Contracts must be awarded to offerors whose proposals are responsive to the solicitation and are determined by the recipient to be the best value considering price and other factors.
 - (iv) Contracts must be awarded only to responsible offerors that possess the ability to perform successfully under the terms and conditions of a proposed contract.
 - (v) The recipient is encouraged to use U.S. small businesses whenever practicable.
- (2) Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.
- (3) The recipient must maintain a system for contract administration to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts.
- (4) The recipient must avoid conflicts of interest and eliminate unfair competitive advantage. The recipient must comply with the requirements in the Standard Provision "Conflict of Interest." To ensure objective contractor performance and eliminate unfair competitive advantage, a contractor that developed or drafted specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements. The recipient must also ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors, must be excluded from the competition.
- (5) The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Record Retention and Access, and Audits," and make such records available to USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation:
- (i) Basis for contractor selection;
 - (ii) Justification for lack of competition when competitive bids or offers are not obtained; and
 - (iii) Basis for award cost or price.
- (5) The type of procurement contracts used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a-percentage-of-cost," "percentage of construction cost," or any other method that provides for a

fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.

(6) The recipient is responsible for the settlement of all contractual and administrative issues arising out of procurement transactions. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the recipient of any contractual responsibilities under its contracts. USAID will not substitute its judgment for that of the recipient unless the matter is primarily a USAID concern. The recipient must report violations of law to the appropriate authority with the proper jurisdiction.

(d) For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:

(1) Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and

(2) In all contracts for construction or facility improvement awarded for more than \$250,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

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

(a) This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

(b) Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" and Standard

Provision “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals” must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

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

(c) Source and Nationality:

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

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

(e) This provision must be included in all subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M7. TITLE TO AND USE OF PROPERTY (AUGUST 2024)

(a) Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

(b) *Property* means real property or personal property as defined individually below, financed under this award or furnished by USAID:

(1) *Real Property* means land, including land improvements, structures and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. Real property excludes moveable machinery and equipment.

(2) *Personal property* means property other than real property. It may be tangible or intangible.

(3) *Equipment* means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes, or \$10,000.

(i) *General purpose equipment* means equipment that is not limited to research, medical, scientific, or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

(ii) *Information technology systems* means computing devices, ancillary equipment, software, firmware, and related procedures, services (including support services), and resources.

(iii) *Special purpose equipment* means equipment that is used only for research, medical, scientific, or other similar technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, spectrometers, and associated software.

(4) *Supplies* means all tangible personal property other than those described in the Equipment definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the recipient for financial statement purposes or \$10,000, regardless of the length of its useful life. *Computing devices* are machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information.

(5) *Intangible Property* means property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

- (c) The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
- (1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without **the** approval of USAID.
 - (2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:
 - (i) Activities funded by USAID, then
 - (ii) Activities funded by other United States Government (USG) agencies, then
 - (iii) As directed by the Agreement Officer (AO).
- (d) The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. **The recipient is responsible for maintaining and updating property records when there is a change in the status of the property.** Maintenance procedures must include the following:
- (1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, **the percentage of the USAID portion of the original purchase**, location, **use** and condition, and disposition **data** of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.
 - (2) A physical inventory of Property that must be **conducted**, and the results **must be** reconciled with the **Property** records, at least once every two years during the period of this award.
 - (3) A control system must be in **place to** ensure safeguards **for preventing Property** loss, damage, or theft. Any loss, damage, or theft **of equipment** must be investigated and fully documented, and the recipient must promptly notify the AO. **The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property.** The recipient may be liable where insurance is not sufficient to cover losses or damage.
 - (4) **Regular maintenance procedures must be in place to ensure the Property is in proper working condition.**
- (e) Upon completion of this award, **or when the equipment is no longer needed for the purpose of this award**, the recipient must submit to the AO a **proposed** Property disposition **plan for** the following types of Property.

- (1) All equipment that has a current fair market value **in excess** of **\$10,000 per unit**.
 - (2) New/unused supplies **exceeding \$10,000 in** aggregate current fair market value. **The aggregate value consists of all supply types, not just like-item supplies.**
 - (3) Real or intangible property, of any value.
- (f) **If the AO fails to provide approval of the recipient's proposed Property disposition plan or does not provide other Property disposition instructions, in writing within 120 days of the AO's receipt of the recipient's proposed Property disposition plan, the recipient may dispose of the Property in accordance with the recipient's property disposition plan.** Disposition may include the following:
- (1) The recipient may retain title with no further obligation to USAID.
 - (2) The recipient may retain title, but must **compensate USAID for the USAID share, based on the current fair market value or the proceeds from the sale** of the Property.
 - (3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such a case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.
- (g) The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.
- (h) The recipient must retain records for property and equipment acquired with USAID funds provided under this award for three years after final disposition.**
- (i) This provision must be included in all subawards and contracts.

[END OF PROVISION]

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

- (a) Submissions to the Development Experience Clearinghouse (DEC).

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

<http://dec.usaid.gov>

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

(b) Rights in Data

- (1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in (a) above.

- (2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- (c) Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- (d) The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

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

- (a) The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people,” unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required **additional insignia** or related identity) is available on the USAID Web site at www.usaid.gov. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or

communications products funded by USAID;

- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- (b) The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
- (c) The Agreement Officer may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
- (d) The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:
- “The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.”*
- (e) Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:
- “This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”*
- (f) The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

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

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required.”

In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

M10. AWARD SUSPENSION AND TERMINATION (AUGUST 2024)

- (a) The recipient or Agreement Officer (AO) may terminate this award at any time, in its entirety or in part, upon written notice to the other party in accordance with the Standard Provision, “Notices,” as follows:
- (1) by USAID if the recipient fails to comply with the terms and conditions of the award or by the recipient if the subrecipient fails to comply with the terms and conditions of the award;
 - (2) by USAID with the consent of the recipient or by the recipient with the consent of the subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
 - (3) by the recipient or subrecipient upon sending the USAID or recipient a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if USAID or recipient determines that the remaining portion of the award will not accomplish the purposes for which the award was made, USAID or recipient may terminate the award in its entirety; or
 - (4) by USAID or, for a subaward, the recipient, if the award or subaward no longer effectuates the program goals or agency priorities.
- (b) The AO may suspend or terminate the award in whole or in part:
- (1) if at any time USAID determines that continuation would not be in the national interest of the United States or would be in violation of an applicable law.
 - (2) if 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.
 - (3) if the recipient does not make a good-faith effort to maintain a drug-free workplace.
- (c) When suspension occurs, the AO will provide a written notice, including any limitations on the expenditure of funds.

(d) If a suspension is put into effect for 60 calendar days or more, USAID may terminate the award in whole or in part on written notice of termination. The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. A termination based on non-compliance may be considered in selection for future awards.

(e) Termination Procedures.

(1) Upon receipt of, and in accordance with, a termination notice from USAID, the recipient must take immediate action to minimize all expenditures and cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as the AO approves in writing, the recipient is not entitled to costs incurred after the effective date of termination.

(2) Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancellable legally binding transaction applicable to this award.

(3) Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

(f) The recipient must include a provision in all subawards and contracts.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (OCTOBER 2023)

(a) The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and

agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.

(b) The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

(c) The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

(d) The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

(e) If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

(f) The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

(g) If it is determined, under paragraph (e) or (f) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at

no cost to USAID.

(h). The substance of this provision, including this paragraph (g), must be included in all subawards. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

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

(b) The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

(c) The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph (c)(2);
or

(4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

(d) Principal means—

(1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

(i) Is in a position to handle Federal funds;

(ii) Is in a position to influence or control the use of those funds; or,

(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(e) The recipient must include this provision in its entirety except for paragraphs (c)(2)-(4) in any subawards or contracts entered into under this award.

[END OF PROVISION]

M13. DISPUTES AND APPEALS (DECEMBER 2022)

(a) Any dispute under this award will be decided by the Agreement Officer (AO). The AO must furnish the recipient a written copy of the decision.

(b) Decisions of the AO are final unless the recipient appeals the decision to USAID's Deputy Assistant Administrator, Bureau for Management. Any appeal made under this provision must be in writing, postmarked within 30 calendar days of receipt of the AO's decision; include all relevant and material evidence; and be addressed to the Deputy Assistant Administrator, Bureau for Management, U.S. Agency for International Development, Management Bureau, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523 or as redelegated in accordance with [ADS 103, Delegations of Authority](#). A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.

(c) A decision under this provision, as noted in paragraph (b) above, is final.

(d) Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

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

[END OF PROVISION]

M15. TRAFFICKING IN PERSONS (AUGUST 2024)

- (a) The recipient, its employees, contractors at any tier, subrecipients under this award, and subrecipient and contractor employees must not engage in:
 - (1) Severe forms of trafficking in persons during the period of this award;
 - (2) Procurement of a commercial sex act during the period of performance of this award;
 - (3) Use of forced labor in the performance of this award; or
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - (i) Destroying, concealing, removing, 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 **recruited** employees **a placement or** recruitment fee; or
 - (v) Providing or arranging housing that fails to meet the host country housing and safety standards.
- (b) USAID **may** terminate this award, without penalty, **or take** any remedial actions **authorized by 22 U.S.C. 7104b(c), if the recipient under this award:**
- (1) **Is determined to have violated a prohibition in paragraph (a); or**
 - (2) **Has an employee that is determined to have violated a prohibition in paragraph (a) through conduct that is either:**
 - (i) **Associated with the performance under this award; or**
 - (ii) **Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by USAID at 2 CFR 780.**
- (c) **USAID's right to unilaterally terminate this award as described in paragraph (b)(1) implements the requirements of [22 U.S.C. chapter 78](#), and (2) is in addition to all other remedies for noncompliance that are available to USAID under this award.**
- (d) **The recipient must immediately notify the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, the AO, and the USAID Office of Inspector General of any information it receives from any source alleges credible information that the recipient, any subrecipient, contractor, or subcontractor of the recipient, or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, has engaged in conduct described in paragraph (a). The recipient must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.**

(e) If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must certify annually that:

(1) The recipient has implemented a plan to prevent the activities described in paragraph (a) of this provision, and is in compliance with this plan;

(2) The recipient has implemented procedures to prevent any activities described in paragraph (a) of this provision and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in any activities described in paragraph (a) of this provision; and

(3) To the best of the recipient's knowledge, neither the recipient, nor any subrecipient, contractor, or subcontractor of the recipient or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, is engaged in any of the activities described in paragraph (a) of this provision.

(f) Any plan or procedures implemented pursuant to paragraph (e) must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The compliance plan must include, at a minimum, the following:

(1) An awareness program to inform recipient employees about the U.S. Government's policy prohibiting trafficking-related activities described in paragraph (a), the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/i/tip/>.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons.

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

(4) A housing plan, if the recipient, subrecipient, contractor, or subcontractor intends to provide or arrange housing, that ensures that the housing meets any host-country housing and safety standards.

(5) Procedures to prevent agents, subrecipients, contractors, or subcontractors at any tier and at any dollar value from engaging in trafficking in persons, including activities in paragraph (a) of this provision,

and to monitor, detect, and terminate any agents, subawards, or subrecipient, contractor, or subcontractor employees that have engaged in such activities.

(g) The recipient must provide a copy of the plan to the AO upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

(h) The AO may direct the recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

(i) For purposes of this provision:

(1) “*Abuse or threatened abuse of law or legal process*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.

(2) “*Coercion*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:

(i) Threats of serious harm to or physical restraint against any person;

(ii) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(iii) The abuse or threatened abuse of the legal process.

(3) “*Commercial sex act*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means any sex act on account of which anything of value is given to or received by any person.

(4) “*Debt bondage*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(5) “*Employee*” means either:

(i) an individual employed by the recipient or subrecipient who is engaged in the performance of the project or program under this award; or

(ii) another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

(6) “*Involuntary servitude*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), includes a condition of servitude induced by means of:

(i) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person or another person would suffer serious harm or physical restraint; or

(ii) The abuse or threatened abuse of the legal process.

(7) “*Recruitment Fee*” means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(i) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for:

(A) Advertising;

(B) Obtaining permanent or temporary labor certification, including any associated fees;

(C) Processing applications and petitions;

(D) Acquiring visas, including any associated fees;

(E) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(F) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(G) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(H) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(I) Government-mandated fees, such as border crossing fees, levies, or worker welfare fund;

(J) Transportation and subsistence costs:

(1) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(2) From the airport or disembarkation point to the worksite;

(i) Security deposits, bonds, and insurance; and

(ii) Equipment charges.

(ii) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is:

(A) Paid in property or money;

(B) Deducted from wages;

(C) Paid back in wage or benefit concessions;

(D) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(E) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to:

(1) Agents;

(2) Labor brokers;

(3) Recruiters;

(4) Staffing firms (including private employment and placement firms);

(5) Subsidiaries/affiliates of the employer;

(6) Any agent or employee of such entities; and

(7) Subcontractors at all tiers.

(8) “Severe forms of trafficking in persons,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:

(i) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion or in which the person induced to perform such act has not attained 18 years of age; or

(ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

(9) “Sex trafficking,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.

(10) Terms not defined in this provision have the same meaning as provided in 2 CFR part 200, subpart A.

(j) The recipient must include in all subawards the requirements of paragraph (a) of this award term, this paragraph (j), and a notification requirement to the recipient similar to that described in paragraph (d). The recipient must forward such notifications as required in paragraph (d).

[END OF PROVISION]

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

(a) Requirements for Voluntary Sterilization Programs

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

(b) Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities:

(i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;

(ii) special fees or incentives to any person to coerce or motivate them to

have abortions;
(iii) payments to persons to perform abortions or to solicit persons to undergo abortions;
(iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
(v) lobbying for or against abortion. The term “*motivate*,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2024)

(a) Equal Participation.

- (1) Faith-based organizations are eligible, on the same basis as any other organization, to receive any USAID award for which they are otherwise eligible. USAID and pass-through entities must not discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof; or for any other reason that would not be a valid basis to favor or disfavor a similarly situated secular organization.
- (2) Faith-based organizations must not be disqualified from receiving USAID awards because of their religious character, motives, or affiliation, or lack thereof. Notices of funding opportunities must include language indicating that faith-based organizations are eligible on the same basis as any other organization and subject to the protections and requirements of federal law.
- (3) 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.
- (4) 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 Center for Faith-Based and Neighborhood Partnerships](#) website 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 Federal 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 faith-based and secular organizations. All organizations that participate in USAID programs, as recipients or subrecipients, including faith-based organizations, 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 faith-based organization that applies for or receives USAID-funded awards or subawards:
 - (i) Retains its autonomy, religious character, and independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
 - (ii) May use space in its facilities, without concealing, altering or removing religious art, icons, scriptures, or other religious symbols; and
 - (iii) 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.
- (c) Requests for Accommodation: USAID must consider requests for accommodation, including for religious exercise, with respect to one or more award requirements on a case-by-case basis.
- (d) Implementation in accordance with the Establishment Clause of the First Amendment to the U.S. Constitution: Nothing in this provision must be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

- (e) Nothing in this provision must be construed in such a way as to advantage, or disadvantage, faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.
- (f) Discrimination Based on Religion Prohibited: The recipient must not, in providing services or outreach activities related to such services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- (g) 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.
- (h) 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.
- (i) This provision must be included in all subawards under this award.

[END OF PROVISION]

M18. NONDISCRIMINATION (AUGUST 2024)

- (a) 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, sex, **sexual orientation or gender identity**, under any program or activity funded by this award when work under the **award** is performed in the U.S. or when employees are recruited from the U.S.
- (b) 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, **sexual orientation**, gender identity, **or transgender status**), national origin, **age (40 or older)**, physical or mental disability, genetic information, marital or parental status, veteran status, membership in an employee organization, **political affiliation, or involvement in protected equal employment opportunity (EEO) activity**.
- (c) In addition, the Agency strongly encourages its recipients and subrecipients, as well as vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

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

[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

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

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

(a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph (d) below.

(b) Definitions

(1) “*Construction*” means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. The term does not include emplacement and removal of prefabricated structures and humanitarian shelters that are designed and constructed to be readily moved, erected, disassembled, stored, and reused (i.e., “relocatable buildings”), unless the emplacement and removal of the relocatable building requires site preparation work that otherwise meets the definition of construction.

(2) “*Improvements, renovation, alteration, and refurbishment*” means – any betterment or change to an existing property to allow its continued or more efficient use within its designed purpose (renovation), or for the use of a different purpose or function (alteration). Improvements also include improvements to or upgrading of primary mechanical, electrical, or other

building systems. “Improvements, renovation, alteration, and refurbishment” does NOT include non-structural, cosmetic work, including painting, floor covering, wall coverings, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduits that does not affect structural elements, and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.). It also does NOT include repairs used in humanitarian assistance which constitute minor fixes to physical elements of a currently serviceable structure, if those repairs do not significantly impact or change the primary mechanical, electrical, or structural elements of the real property.

(c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph (d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa, with the exception of increases or decreases directly associated with currency fluctuations.

(d) Description

[Type of construction and location(s)]

(e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

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

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

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

(a) Definitions

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

(2) “*IPN Portal Administrator*” means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

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

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

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

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

(c) Procedure to register for notifications.

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

(d) Processing of IPN Portal Amendments

The recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for recipient’s review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the recipient must do one of the following:

- (1) (i) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment;
- (ii) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award;
- (iii) sign the hardcopy version; and
- (iv) send the signed amendment (by email or hardcopy) to the AO for signature. The recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the recipient and the AO sign the amendment;

- (2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or
- (3) Notify the AO that the recipient declines to sign the amendment.

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

[End of Provision]

M22. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (AUGUST 2024)

The requirement to comply with and inform all employees of the "Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards, subawards, and **contracts** issued beginning July 1, 2013.

The recipient must inform their employees in writing in the predominant native language of the workforce of employee whistleblower rights and protections under [41 U.S.C. 4712](#). See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

In accordance with 41 U.S.C. § 4712, an employee of a **recipient** 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.

For the purposes of this provision, "whistleblowing" is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a **USAID** contract or grant;
- A gross waste of **USAID** funds;
- An abuse of authority relating to a **USAID** contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a **USAID** 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 **USAID** 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.

The recipient must include this requirement in any subaward or contract made under this award.

[END OF PROVISION]

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

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

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

(b) Submissions to the Development Data Library (DDL)

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

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

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

[END OF PROVISION]

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

(a) Definitions.

- (1) “*Contract*” has the meaning given in 2 CFR Part 200.
- (2) “*Contractor*” means an entity that receives a contract as defined in 2 CFR Part 200.
- (3) “*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.
- (4) “*Subaward*” has the meaning given in 2 CFR Part 200.
- (5) “*Subrecipient*” has the meaning given in 2 CFR Part 200.

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

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

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

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

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

[END OF PROVISION]

M25. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)

(a) Definitions for the purposes of this provision.

- (1) “*Agent*” means any individual, including a director, an officer, or an independent contractor, authorized to act on behalf of an organization.
- (2) “*Child*” means a person younger than 18 years of age.
- (3) “*Child abuse*” means emotional, physical, sexual, or any other ill-treatment carried out against a child by an adult.
- (4) “*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.
- (5) “*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.
- (6) “*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.
- (7) “*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.
- (8) “*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.
- (9) “*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.

(b) 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:

(1) 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;

(2) 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/>;

(3) Require reporting of suspicions or concerns related to violations of the prohibitions in paragraph (b)(1) to the recipient;

(4) 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;

(5) 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;

(6) Include remedies for violations;

(7) Monitor subrecipients, employees, agents, interns, or any other person provided access or contact with beneficiaries;

(8) 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

(9) Provide transparency on hiring, screening, and employment practices, including on rehiring or transfer and referencing for subsequent employers.

(c) 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.

(1) 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:

- (i) 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;
- (ii) 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;
- (iii) A description of how beneficiaries and local community members:
 - (A) Are made aware of the prohibited activities,
 - (B) How they may report allegations, and
 - (C) How (c)(1)(iii)(A) and (B) are carried out in a manner that is inclusive, culturally appropriate, and sensitive to the context;
- (iv) 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
- (v) 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.

(2) The recipient must provide a copy of the compliance plan to the Agreement Officer upon request.

(d) Notification.

(1) 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

(2) 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.

(3) The Agreement Officer authorizes M/MPBP/RSC to correspond with the recipient for further information relating to the notification.

(4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.

(e) 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.

(f) Subrecipients. The recipient must insert the terms of this provision, including this paragraph (f), in all subawards except to require subrecipients to notify the recipient. The recipient must forward such notifications as required in paragraph (d).

[END OF PROVISION]

M26. MANDATORY DISCLOSURES (AUGUST 2024)

(a) Consistent with **2 CFR §200.113**, applicants, recipients, and subrecipients of a Federal award must promptly disclose whenever, in connection with the award (including any activities or subawards), it has credible evidence of any violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Applicant and recipient disclosures must be made in writing to the USAID Office of Inspector General (OIG), with a copy to the cognizant Agreement Officer. Subrecipient and contractor disclosures must be made in writing to the USAID OIG, with a copy to the prime recipient

(pass-through entity).

- (b) Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with the Standard Provision “Award Term and Condition for Recipient Integrity and Performance Matters (AUGUST 2024).”
- (c) 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).
- (d) The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

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

[END OF PROVISION]

M28. CONFLICT OF INTEREST (AUGUST 2024)

- (a) A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, agent, **board member, or** any member of **their** immediate family, **their** partner, or an organization **that** employs or is about to employ any of these parties, has a financial or other interest in, or a tangible personal benefit from **an entity** considered for a subaward. The officers, employees, agents, **or board members** of the recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, **the** recipient may set standards for situations **where** the financial interest is not substantial or **a** gift is an unsolicited item of nominal value.

- (b) The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, agents, or board members engaged in the selection, award, and administration of subawards. The standards must prohibit employees, officers, agents, or board members from using their positions for a purpose that presents a real or apparent conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the recipient.
- (c) The recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means a situation in which the recipient is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization because of relationships with a parent company, affiliate, or subsidiary 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 of funding.
- (e) The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within ten (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 thirty (30) calendar days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- (g) The recipient must not request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. The recipient's failure to disclose a conflict of interest may result in cost disallowances by USAID.
- (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 and any subrecipients must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

M29. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (AUGUST 2024)

- (a) In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance 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 **equipment or services.**
- (b) **Except as provided by paragraph (c), the recipient or subrecipient understands and will comply with the prohibition on certain telecommunication and video surveillance equipment or services. The recipient affirms the understanding of this prohibition by accepting this award and by submitting payment requests and financial reports, as applicable.**
- (c) This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for costs **incurred on or after October 1, 2022, through September 30, 2028,** for covered telecommunications and video surveillance equipment **or services as described in 2 CFR § 200.216,** only if the recipient has determined that there is no available alternate eligible source for **such equipment or services.**
- (d) After September 30, 2028, in accordance with 2 CFR § 200.471 costs **for** all covered telecommunications and video surveillance equipment **or services as described** in 2 CFR § 200.216 will be unallowable.
- (e) The recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

M30.EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)

For any Exchange Visitor Invitational Travel activities, the recipient must comply with this provision (see [ADS 252](#) for more information on USAID's policies and internal procedures for Exchange Visitor visa requirements).

(a) Definitions:

- (1) An *Exchange Visitor (EV)* is any foreign national who is traveling to or is already in the United States as a beneficiary (not provider) of USAID development assistance for any purpose, including invitational travel, and is financed in whole or in part, directly or indirectly, by USAID. All USAID-sponsored EVs must obtain, use, and abide by the terms of the J-1 visa exclusively even if they already have a valid nonimmigrant visa (e.g., B-1/B-2). All Individuals traveling under Invitational Travel (see [ADS 522](#)) must also travel on a J-1 visa as a USAID-sponsored EV. Foreign government officials and their immediate family members who qualify for

an A diplomatic visa having recognized diplomatic titles, privileges, and immunities are not included in this definition.

(2) *Training and Exchanges Automated Management System (TEAMS)* is USAID's data system for the reporting of information on all USAID Exchange Visitor activities. TEAMS is USAID's single repository of EV data. TEAMS is a web-based application that helps Missions, contractors, recipients, and contractor/recipient systems at various locations to collaborate in approving and reporting EVs. The system serves as USAID's data interface with the Department of Homeland Security (DHS) Student and Exchange Visitor Information System (SEVIS).

(b) **Visa Compliance Requirement:** In accordance with 22 C.F.R. Part 62, the Department of State has designated USAID as a sponsor for exchange visitor programs. This award constitutes the written agreement between the recipient and USAID that authorizes the recipient to act on behalf of USAID in the conduct of any exchange visitor activities in the Program Description of this award. The recipient must ensure that any EV-sponsored under the award must obtain, use, and abide by the terms of the J-1 visa even if the EV already has a valid non-immigrant visa (e.g., B-1/B-2).

Any exception to the requirement for an EV to obtain, use, and abide by a J-1 visa must be approved by the Mission Director or USAID/W Office Director in accordance with the procedures in [ADS 252](#).

(c) **Program Monitoring and Data Reporting:** The recipient must monitor EVs' progress during their program and ensure that problems are identified and resolved quickly. The Agreement Officer's Representative (AOR) will arrange for the TEAMS helpdesk (TEAMS@usaid.gov) to provide the recipient with access to and instructions for using USAID's TEAMS, where the recipient will report and manage EV data.

(d) **Health and Accident Insurance:** The recipient must enroll EVs in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 252 Visa Compliance for Exchange Visitors. Any dependent(s) must provide proof of health insurance.

(e) **Immigration Requirements:** The recipient must ensure that all EVs obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

(f) **Language Proficiency:** The recipient must verify that an EV is proficient in English if the individual will undertake a U.S.-based Exchange Visitor program that is conducted in English. Even if accompanied by an interpreter, the EV must have sufficient English language skills to understand and respond to basic

questions at the U.S. port of entry. USAID cannot waive this external requirement of English language proficiency determination (see [22 CFR 62.10\(a\)\(2\)](#)). Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

(g) Pre-arrival Orientation: The recipient must ensure that EVs receive pre-arrival orientation to prepare them for their trip to the United States. Pre-arrival orientation as set forth in 22 CFR 62.10(b) covers program objectives, administrative and policy review, cultural aspects, and training/learning methods, and USAID's conditions of sponsorship.

(h) Conditions of Sponsorship: The recipient must ensure that all EVs read and sign the Conditions of Sponsorship for U.S.-Based Activities form ([AID Form 252-1](#)). The recipient immediately must report to the Responsible Officer any known violations by EVs. The Responsible Officer is the designated official in charge of maintaining USAID's official designation as an EV program sponsor (see [ADS 252](#)).

(i) Fly America: If applicable, the recipient must comply with the Fly America Act requirements for international air travel and transportation required for EVs and any authorized dependents under this award.

[END OF PROVISION]

M31. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (AUGUST 2024)

***APPLICABILITY:** This provision must be incorporated into all awards and applies when the total federal share of the award exceeds \$500,000 over the period of performance.*

AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (AUGUST 2024)

Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

- (1) If the total value of the recipient's active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section

3010 of [Public Law 111-212](#), all information posted in [responsibility/qualification records in SAM.gov](#) on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which the Recipient Must Report.

(1) [The recipient](#) must submit the required information about each proceeding that:

- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- (ii) Reached its final disposition during the most recent five-year period; and
- (iii) Is one of the following:

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and [the recipient's](#) payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

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

(1) It could have led to an outcome described in paragraph [\(b\)\(1\)\(iii\)\(A\) through \(C\)](#);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

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

(c) Reporting Procedures. Enter [the required](#) information [in SAM.gov](#) for each proceeding described in paragraph [\(b\)](#) of this award term. The recipient does not need to submit the information a second time under [grants and cooperative agreements that were](#) received if the recipient already provided the information [in SAM.gov](#) because it was required to do so under Federal procurement contracts it was awarded.

(d) Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph [\(a\)](#) of this award term, [the recipient](#) must report

proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that was not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term:

- (1) *Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- (2) *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- (3) *Total value of currently active grants, cooperative agreements, and procurement contracts* includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

[END OF PROVISION]

M32. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)

The Paperwork Reduction Act of 1980 ([44 U.S.C. chapter 35](#)) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from ten or more members of the public. The information collection and recordkeeping requirements contained in [ADS Chapter 303](#) and its mandatory references have been approved by OMB.

Standard Provision	OMB Approval Number	Expiration Date
Accounting, Audit, and Records	0412-0510	09/30/2025
Debarment and Suspension	0412-0510	09/30/2025
Travel and International Air Transportation	0412-0510	09/30/2025
Ocean Shipment of Goods	0412-0510	09/30/2025
Trafficking in Persons	0412-0510	09/30/2025
USAID Implementing Partner Notices (IPN) Portal Assistance	0412-0510	09/30/2025
Mandatory Disclosures	0412-0510	09/30/2025
Conflict of Interest	0412-0510	09/30/2025
Indirect Costs – Negotiated Indirect Cost Rate Agreement (NICRA)	0412-0510	09/30/2025
Voluntary Population Planning Activities – Supplemental Requirements	0412-0510	09/30/2025
Investment Promotion	0412-0510	09/30/2025
Reporting Host Government Taxes	0412-0510	09/30/2025
Cost Share	0412-0510	09/30/2025
Protection of Human Research Subjects	0412-0510	09/30/2025
Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect	0412-0624	8/31/2026

[END OF PROVISION]

M33. SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS (AUGUST 2024)

APPLICABILITY: Required in all solicitations and awards. Refer to [ADS 303maz](#) for additional guidance on processing exceptions to the requirements of this provision.

SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS (AUGUST 2024)

(a) **Requirement for System for Award Management.** Unless exempt from this requirement under [2 CFR 25.110](#), the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If

applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). If the recipient is authorized to make subawards under this Federal award, the recipient:

- (1) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
- (2) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Exceptions.

- (1) *Individuals.* The requirements of this provision do not apply to an individual who applies for or receives a prime award or subaward as a natural person (unrelated to any business or nonprofit organization an individual owns or operates).
- (2) *Applicants/Recipients.* When authorized in writing by the Agreement Officer, the applicant or recipient may be exempt from certain requirements of this provision. An applicant or the recipient may submit a request to the Agreement Officer for USAID approval of an exception from the requirement to obtain a UEI or register in SAM.gov (or both), if the criteria for one of the exceptions in [2 CFR 25.110](#) apply. The applicant may be required to submit additional justification or information in support of the request for an exemption.
- (3) *Subrecipients.* When authorized in writing by the Agreement Officer, the recipient may be exempt from requiring a UEI from a subrecipient. The recipient may submit a request to the Agreement Officer for USAID approval to exempt a first-tier subrecipient from the requirement to obtain a UEI, if the criteria for one of the exceptions in [2 CFR 25.110](#) apply.
- (4) *Second-tier subrecipients.* The requirements of this provision do not apply to subrecipients of subrecipients (second-tier subrecipients) under Federal awards.

(d) Definitions. For the purposes of this provision:

- (1) *System for Award Management (SAM.gov)* means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).
- (2) *Unique Entity Identifier (UEI)* means the universal identifier assigned by SAM.gov to uniquely identify an entity.

(3) *Entity* is defined at [2 CFR 25.400](#) and includes all of the following types as defined in [2 CFR 200.1](#):

- (i) Non-Federal entity;
- (ii) Foreign organization;
- (iii) Foreign public entity;
- (iv) Domestic for-profit organization; and
- (v) Federal agency.

(4) *Subaward* has the meaning given in [2 CFR 200.1](#).

(5) *Subrecipient* has the meaning given in [2 CFR 200.1](#).

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

RAA1. ADVANCE PAYMENT AND REFUNDS (AUGUST 2024)

APPLICABILITY: *This provision must be incorporated into awards that authorize advance payments. Advance payments may be authorized when the recipient's accounting and financial management systems meet the standards for funds control and accountability required under the terms and conditions of the award, including the Standard Provision, "Accounting, Record Retention and Access, and Audits," and meet the pre-award responsibility requirements in ADS Chapter 303.*

ADVANCE PAYMENT AND REFUNDS (AUGUST 2024)

- (a) The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for all funds received, obligated, and expended as well as interest earned on the advances provided by the U.S. Government (USG).
- (b) The recipient must maintain advances of USAID funds in interest-bearing accounts, unless one of the following applies:
- (1) The recipient receives less than \$250,000 in USG funding per year;
 - (2) The best available interest-bearing account would not reasonably be expected to earn interest in excess of \$500 per year on USG cash balances;
 - (3) The bank would require an average or minimum balance so high that it would not be feasible with the expected USG and non-USG cash resources;
 - (4) A foreign government or banking system prohibits or precludes interest bearing accounts; or
 - (5) An interest-bearing account is not readily accessible (for example, due to public or political unrest in a country).
- (c) The recipient may retain up to \$500 per year of interest earned on USG funds to use for administrative expenses of the recipient. Any additional interest earned on USG funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. All interest in excess of \$500 per year must be returned to PMS regardless of whether the recipient was paid through PMS. All other Federal funds must be returned to the USAID payment office specified in this award, or such other location as the payment office advises.

- (d) The recipient must request advance payments for anticipated expenditures **to carry out the purpose of the award and the requests must be timed** as close as is administratively feasible to the actual disbursements by the recipient **and the appropriate share of any allowable indirect costs**.
- (e) To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 - Request for Advance **or Reimbursement**, Standard Form-425 Federal Financial Report or Standard Form-1034 Public Voucher for Purchases and Services Other Than Personal. (See <http://www.gsa.gov/portal/forms/type/SF> for forms.) The recipient must print the statement "Request for Advance" at the top of the form.
- (f) In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. An advance may not exceed 30 **calendar** days of the organization's projected expenses. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted:
- (1) Every 30 **calendar** days covering a 30 **calendar**-day period;
 - (2) Three requests may be submitted covering 30 **calendar**-day sub-periods of a 90 **calendar**-day period to be paid automatically every 30 **calendar** days; or
 - (3) One request for 90 **calendar** days may be submitted to be automatically disbursed in 30 **calendar**-day equal increments.

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

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

Within **120 calendar** days following the expiration of this award, the recipient must submit the final financial report using the SF-270, SF-425, or SF-1034 showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

- (h) When this award expires, the recipient must immediately return all unexpended funds that USAID has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for administrative close-out costs. Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s)
- (i) USAID reserves the right, at any time, to: (1) withhold or offset payments to, or (2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.
- (j) Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs (a), (b), (c), (d) and (h) of this provision. In the case of paragraph (c), any interest over \$500 per year must be remitted through the prime recipient.

[END OF PROVISION]

RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (AUGUST 2024)

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

REIMBURSEMENT PAYMENT AND REFUNDS (AUGUST 2024)

- (a) The recipient must submit to the payment office noted in this award, a fully completed and signed SF-1034, Public Voucher for Purchases and Services Other Than Personal and SF-1034A, Continuation of SF-1034, bi-weekly or monthly, but not less frequently than quarterly. The Standard Form-270 Request for Advance or Reimbursement, and Standard Form-425 Federal Financial Report can also be used. Each voucher must be identified by this award number, and must state the total costs for which reimbursement is being requested. The recipient is encouraged to submit reimbursement documentation in electronic form via e-mail attachment to the e-mail address shown for the payment office. Reimbursement documentation may also be submitted by facsimile or in paper form to the payment office fax number or address provided in this award.
- (b) The Standard Forms can be obtained from the GSA forms Web site at: <http://www.gsa.gov/portal/forms/type/SF> or may also be obtained from the USAID payment office.

When this award expires, the recipient must submit the final financial report no later than 120 calendar days after the expiry date. Administrative closeout costs may be

incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s)

- (c) Notwithstanding any other term of this award, USAID reserves the right, at any time, to (1) withhold or offset payments to, or (2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

[END OF PROVISION]

RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATES PROVISIONAL & FINAL (AUGUST 2024)

APPLICABILITY: *This provision applies to non-U.S. nongovernmental organizations applying a negotiated indirect cost rate agreement under this award.*

NEGOTIATED INDIRECT COST RATES – PROVISIONAL & FINAL (AUGUST 2024)

- (a) Definitions. As used in this provision:

- (1) “Cognizant agency for indirect costs” means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR 200 on behalf of all Federal agencies. The cognizant agency for indirect costs is not necessarily the same as the cognizant agency for audit.
- (2) “Final rate” means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.
- (3) “Indirect costs” means those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. It may be necessary to establish multiple pools of indirect costs to facilitate equitable distribution of indirect expenses to the cost objectives served. Indirect cost pools must be distributed to benefitted cost objectives on a basis that will produce an equitable result in consideration of relative benefits derived. For Institutions of Higher Education (IHE), the term facilities and administrative (F&A) cost is often used to refer to indirect costs.
- (4) “Indirect cost rate proposal” means the documentation prepared by a recipient to substantiate its request to establish an indirect cost rate as described in appendices III through VII and appendix IX to 2 CFR 200.

(5) “Nonprofit organization” means any corporation, trust, association, cooperative, or other organization that:

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

(ii) Is not organized primarily for profit;

(iii) Uses net proceeds to maintain, improve, or expand the operations of the organization; and

(iv) Is not an institution of higher education.

(6) “Provisional rate or billing rate” means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a final rate for the period.

(b) Provisional indirect cost rates must be established for each of the recipient's fiscal years during the term of this award. Pending establishment of revised provisional or final rates, to recover allowable indirect costs under this award, the recipient must apply the rates, to the bases, and for the periods shown in the negotiated indirect cost rate agreement (NICRA).

(c) Except as otherwise provided in 2 CFR 200.414, *Indirect costs*, paragraph (e) and (f), a recipient which has not previously established a NICRA with a Federal agency must submit its initial indirect cost proposal immediately upon being advised that a Federal award will be made and in no event later than three months after the effective date of the Federal award.

Recipients with established NICRAs must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year.

The recipient must submit to the Agreement Officer (AO) the proposed provisional and final indirect cost rates with supporting cost data, within the earlier of 30 days after receipt of the audit report or nine months after the end of the audit period. The proposed final rates must be based on the recipient's actual costs during that fiscal year. Negotiations of final indirect cost rates will begin soon after receipt of the recipient's proposal.

(d) Allowability of costs and acceptability of cost allocation methods will be determined in accordance with the applicable cost principles. The applicable cost principles can be found in the Standard Provision, “Allowable Costs.”

(e) The results of each negotiation will be set forth in a NICRA signed by both parties. **Such agreement** is automatically incorporated into this award and must specify:

- (1) the agreed upon provisional and final indirect cost rates, **as applicable,**
- (2) the bases to which the rates apply, and
- (3) the fiscal year for which the rates apply.

The NICRA will not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

(f) Pending establishment of final indirect cost rates for any fiscal year, the recipient **must** be reimbursed either **in accordance with its NICRA** or at billing rates acceptable to the AO, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the **cognizant agency for indirect costs may by mutual agreement adjust the recipient's** provisional rates during the **recipient's** fiscal year.

(g) **In accordance with 2 CFR 200.344(h), the AO is authorized to mutually agree with the recipient to close an award using the current or most recently negotiated rates. However, the recipient is not required to agree to final rates for a Federal award for the purpose of prompt closeout.**

(h) **In accordance with 2 CFR 200.414(c)(1), once established, NICRAs must be accepted by all Federal agencies. Similarly, in accordance with § 200.414(d), pass-through entities are subject to the requirements in § 200.332(b)(4) and must accept a subrecipient's NICRA.**

(i) **If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the recipient, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.**

[END OF PROVISION]

RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (AUGUST 2024)

APPLICABILITY: *This provision is applies to **non-U.S. nonprofit organizations under awards when** all of the following are true: 1) the recipient has never received a **negotiated indirect cost rate agreement**; 2) the recipient has chosen not to use the **up to 15 percent de minimis rate** authorized in 2 CFR 200.414(f); and 3) the indirect costs **charged as a fixed amount** are not **otherwise** included as direct costs in the **award budget**. When using this provision, all indirect costs must be charged as a fixed amount and must be shown as a separate line item in the budget.*

INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (AUGUST 2024)

(a) The recipient will be paid a fixed amount to cover indirect costs, as provided below. Indirect costs are common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses. In determining the fixed amount, these costs must be prorated equitably and consistently across all programs and activities of the recipient using a base that measures the benefits of that particular cost to each program or activity to which the cost applies. The bases must be established in accordance with reasonable criteria, and be supported by current data. Indirect costs must then be charged to the programs they benefit.

(b) The fixed amount for indirect costs and a schedule for payments must be incorporated into the award budget. This award must specify the categories of costs, as described in paragraph (a), that are covered by the fixed amount, and the recipient must not charge such costs separately as direct costs. Any deviations **require prior written approval** by the Agreement Officer (AO).

(c) USAID will not pay the recipient in excess of the negotiated fixed amount for indirect costs, as authorized in this award. Similarly, where the actual costs are less than the agreed fixed amount for indirect costs included in the award budget, the recipient will not be liable to return the difference to USAID. However, if the total **award** costs, including direct costs and the indirect costs described in (a), change significantly (that is, by 20 percent or more, in the aggregate), the AO reserves the right to adjust the fixed amount for indirect costs to equitably charge the indirect costs that benefit this award.

[END OF PROVISION]

RAA5. INDIRECT COSTS – DE MINIMIS RATE (AUGUST 2024)

APPLICABILITY: *This provision applies to recipients without a negotiated indirect cost rate agreement that have elected to charge a de minimis rate of up to 15 percent of modified total direct costs under this award. The de minimis rate must not be applied to cost reimbursement contracts issued directly by the Federal Government in accordance with the FAR.*

INDIRECT COSTS – DE MINIMIS RATE (AUGUST 2024)

(a) Definitions (per 2 CFR 200):

- (1) “*De minimis rate*” means an indirect cost rate of up to 15% that a recipient without a negotiated indirect cost rate agreement (NICRA) may elect to apply to modified total direct costs (MTDC) in accordance with [2 CFR 200.414\(f\)](#). The de minimis rate does not require documentation to justify its use and may be used indefinitely.
- (2) “*Indirect costs*” means those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. It may be necessary to establish multiple pools of indirect costs to facilitate equitable distribution of indirect expenses to the cost objectives served. Indirect cost pools must be distributed to benefitted cost objectives on a basis that will produce an equitable result in consideration of relative benefits derived. For Institutions of Higher Education (IHE), the term facilities and administrative (F&A) cost is often used to refer to indirect costs.
- (3) “*Modified total direct costs*” means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs and with the approval of the cognizant agency for indirect costs.
- (b) The recipient will receive a de minimis rate of up to 15 percent of MTDC to cover indirect costs, as specified below and reflected in the award budget. The recipient is authorized to determine the appropriate rate up to this limit.
- (c) The recipient must consistently charge its costs as either indirect or direct costs but must not double charge or inconsistently charge the same cost or categories of costs as both.
- (d) Once elected, this rate and methodology must be used consistently for all Federal awards until such time as the recipient elects to negotiate and use a NICRA. The de minimis rate must not be applied to cost reimbursement contracts issued directly by the Federal Government in accordance with the FAR.

[END OF PROVISION]

RAA6. RESERVED

RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

(AUGUST 2024)

APPLICABILITY: This provision is required in all solicitations and awards where the total Federal funding is anticipated to equal or exceed \$30,000. This provision is not required when the total amount of Federal funding is less than \$30,000; however, the Agreement Officer must amend the award to add this provision, if subsequent increases to the Federal funding result in the award equaling or exceeding \$30,000. Refer to [ADS 303maz](#) for additional guidance on processing any exceptions from the requirements of this provision.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (AUGUST 2024)

(a) Reporting of first-tier subawards.

(1) *Applicability.* Unless the recipient is exempt as provided in paragraph (d) of this provision, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if an amendment increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total obligated amount of the subaward.

(2) Reporting requirements.

- (i) The recipient must report each subaward described in paragraph (a)(1) of this provision to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.
- (ii) The recipient must report subaward information no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025.)
- (iii) The recipient must report all data elements as required by FSRS. When entering the subaward description in FSRS, the recipient must provide a complete description of the subaward activities that is free of acronyms or federal- and agency-specific terminology to inform the public of the purpose of the subaward.

(b) Reporting total compensation of recipient executives.

(1) *Applicability.* The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:

- (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

- (ii) In the preceding fiscal year, the recipient received:
 - (A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after the recipient receives this award. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

(2) *Reporting requirements.* The recipient must report executive total compensation described in paragraph (b)(1) of this provision:

- (i) As part of the recipient's registration profile at <https://www.sam.gov>.
- (ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives.

(1) *Applicability.* Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this provision, the recipient must report the total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- (i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;
- (ii) In the subrecipient's preceding fiscal year, the subrecipient received:
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal

procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986, after the recipient issues the subaward to the subrecipient. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

(2) *Reporting requirements.* Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this provision. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <https://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions.

(1) *Individuals.* The requirements of this provision do not apply to an individual who applies for or receives a prime award or subaward as a natural person (unrelated to any business or nonprofit organization an individual owns or operates).

(2) *Gross income under \$300,000.* A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

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

(3) *Other exceptions.* The requirements of this provision do not apply when the Agreement Officer approves an exception in writing.

(e) Definitions.

For purposes of this provision:

(1) *Entity* includes:

- (i) Whether for profit or nonprofit:
 - (A) A corporation;

- (B) An association;
- (C) A partnership;
- (D) A limited liability company;
- (E) A limited liability partnership;
- (F) A sole proprietorship;
- (G) Any other legal business entity;
- (H) Another grantee or contractor that is not excluded by subparagraph (ii);
and
- (I) Any State or locality;

(ii) Does not include:

- (A) An individual recipient of Federal financial assistance; or
- (B) A Federal employee.

- (2) *Executive* means an officer, managing partner, or any other employee holding a management position.
- (3) *Subaward* has the meaning given in [2 CFR 200.1](#).
- (4) *Subrecipient* has the meaning given in [2 CFR 200.1](#).
- (5) *Total compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in [17 CFR 229.402\(c\)\(2\)](#).

[END OF PROVISION]

RAA8. SUBAWARDS (AUGUST 2024)

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

SUBAWARDS (AUGUST 2024)

(a) Definitions

- (1) *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to **contribute to the goals and objectives of the project by carrying out** part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, **or participant**. A subaward may be provided through any form of legal agreement **consistent with the criteria in 2 CFR 200.331**, including an agreement the pass-through entity considers a contract.

(2) *Pass-through entity* means a recipient or subrecipient (including lower-tier subrecipients) that provides a subaward to a subrecipient to carry out part of a Federal program. The authority of the pass-through entity under this provision flows through the subaward agreement between the pass-through entity and subrecipient.

(b) The recipient remains responsible for the work that is subawarded, and therefore, the recipient must comply with the following:

(1) The recipient must determine that the subrecipient possesses the ability to perform successfully under the terms and conditions of a proposed subaward, taking into consideration the subrecipient's integrity, record of past performance, financial and technical resources, and access to other necessary resources.

(2) The recipient must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals."

(3) All subawards must be issued in writing and contain the following:

(i) Subrecipient's name, Unique Entity Identifier (UEI), Federal award number;

(ii) Program description, budget, and period of performance, total amount of subaward, and total obligated amount of subaward;

(iii) Terms and conditions to define a sound and complete agreement;

(iv) The Standard Provisions, as applicable (e.g., the provision flows down to the subaward). The recipient must use the Standard Provisions for U.S. Nongovernmental Organizations (NGOs) when the subrecipient is a U.S. entity, Standard Provisions for non-U.S. NGOs when the subrecipient is a non-U.S. entity, and Standard Provisions for Fixed Amount Awards when the subaward type is a fixed amount award. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted; and

(v) Other terms that the recipient determines are required to ensure compliance with the terms of this award.

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

[END OF PROVISION]

RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

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

TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

(a) TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including airfare, 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 Agreement Officer. In the event that the cost for airfare 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 (<https://www.state.gov/open-skies-partners/>).
- (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 <https://www.gsa.gov/travel/plan-a-trip/transportation-airfare-rates-pov-rates-etc/airfare-rates-city-pair-program>):
 - (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 <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

(d) SUBAWARDS AND CONTRACTS

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

[END OF PROVISION]

RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

OCEAN SHIPMENT OF GOODS (JUNE 2012)

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

U.S. Agency for International Development,
Bureau for Management
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW

USAID Annex
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

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

[END OF PROVISION]

RAA11. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

APPLICABILITY: *This provision is applicable to a USAID award that is 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. Please insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under section (d) of this provision*

REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

- (a) *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.

- (b) *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.

- (c) *Contents of report.* The report must contain:

- (1) Recipient name.
- (2) Contact name with phone number and email address.
- (3) Award number(s).

- (4) Amount of foreign taxes assessed by each foreign government (listed separately) under this award during the prior U.S. Government fiscal year.
- (i) Taxes assessed on any individual transaction of less than \$500 should not be reported.
 - (ii) The recipient must report only foreign taxes assessed by a foreign government receiving U.S. assistance under this award. The recipient must not report on foreign taxes assessed by a third-party foreign government.

(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.

(d) *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.

(e) *Subawards and contracts.* The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient must collect and incorporate into the recipient's report all information received from subawardees and contractors pursuant to this provision.

[END OF PROVISION]

RAA12. PATENT RIGHTS (DECEMBER 2022)

APPLICABILITY: *This provision is applicable whenever the agreement finances research activities, or patentable processes or practices.*

PATENT RIGHTS (DECEMBER 2022)

(a) Patent Rights

- (1) Allocation of Principal Patent Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the recipient retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The recipient agrees to include, within the specification of any United States patent application

and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention."

- (2) Definitions. For purposes of this provision, the following terms will have the following meaning:
 - (i) “*Invention*” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
 - (ii) “*Subject invention*” means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this award.
- (3) The recipient must disclose each subject invention to the National Institute of Standards & Technology (NIST) iEdison Patent Reporting and Tracking System (<http://www.iedison.gov>) within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. In addition, the recipient agrees to submit, on request, periodic reports to the Agreement Officer’s Representative, no more frequently than annually, on the utilization of a subject invention.
- (4) Conditions When the U.S. Government May Obtain Title. The recipient must convey title to any subject invention to USAID, upon written request, subject to recipient’s retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:
 - (i) If the recipient fails to file a U.S. patent application or to disclose the subject invention to USAID at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.
 - (ii) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.
- (b) Subawards and Contracts: The recipient must include this Standard Provision, suitably modified to identify the parties, in all subawards and contracts, regardless of tier, for experimental, developmental, or research work to be

performed by a small business firm or nonprofit organization. The recipient must retain all rights provided for the USG in this Standard Provision, and the recipient must not, as part of the consideration for awarding the contract or subaward, obtain more rights in the contractor's or subrecipient's subject inventions than provided in this provision.

[END OF PROVISION]

RAA13. RESERVED

RAA14. INVESTMENT PROMOTION (DECEMBER 2022)

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

INVESTMENT PROMOTION (DECEMBER 2022)

- (a) Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided under this award may be used for any activity that: provides financial incentives and other assistance for U.S. companies to relocate operations abroad if it is likely to result in the loss of U.S. jobs; contributes to violations of internationally recognized workers' rights defined in 19 U.S.C. 2467(4); or provides financial incentives for entities located outside the United States to relocate or transfer jobs from the United States to other countries or provide financial incentives that would adversely affect the labor force in the United States.
- (b) In the event the recipient is requested to provide services in any of the above areas or requires clarification from USAID as to whether an activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the expected impact of the proposed activity. The recipient must not proceed with the activity until advised by USAID in writing that it may do so.
- (c) The recipient must ensure that its employees, subrecipients, and contractors providing trade and investment support services are made aware of the restrictions set forth in this provision and must include it in all subawards and contracts.

[END OF PROVISION]

RAA15. COST SHARING (AUGUST 2024)

APPLICABILITY: This provision is applicable when the recipient **has agreed or is required to cost share.**

COST SHARING (AUGUST 2024)

- (a) During the period of this award, the recipient agrees to spend an amount of funds from non-U.S. Government sources specified as **cost sharing**, as provided in the **approved** budget. Any **cost sharing** restrictions contained in this award take precedence over the terms of this provision.
- (b) The recipient's **cost sharing** under this award may include **program** costs incurred by the recipient **using** its own funds, or **program** costs financed with cash, services, or property contributed or donated to the recipient from other non-U.S. Government sources, including subrecipients. Not all **cost sharing** requires cash outlays by the recipient. Examples are depreciation and use charges for buildings and equipment.
- (c) The recipient's **cost sharing** contributions, both cash and in-kind, must meet all of the following criteria:
 - (1) **Are verifiable in the recipient's or subrecipient's records;**
 - (2) **Are not included as contributions for any other U.S. Government award;**
 - (3) **Are necessary and reasonable for achieving the objectives of this award;**
 - (4) **Are allowable under subpart E of 2 CFR Part 200;**
 - (5) **Are not paid by the U.S. Government under another U.S. Government award, except where the program's U.S. Government authorizing statute specifically provides that U.S. Government funds made available for the program can be applied to cost sharing requirements of other U.S. Government programs;**
 - (6) **Are provided for in the approved budget; and**
 - (7) **Conform to other applicable provisions of this award.**
- (d) The source, nationality, and restricted goods requirements in the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services" do not apply to cost share expenditures.
- (e) The value of non-U.S. Government in-kind contributions applied to **cost sharing** is established by the following procedures:
 - (1) **Unrecovered indirect costs, including indirect costs on cost sharing, may be included as part of cost sharing with the prior approval of USAID or the pass-through entity. Unrecovered indirect cost means the difference between the amount charged to the award and the amount which could have been charged to**

the award under the recipient's or subrecipient's approved indirect cost rate.

(2) Values for recipient or subrecipient contributions of services and property must be established in accordance with the cost principles in Subpart E of 2 CFR Part 200. When USAID, a recipient, or subrecipient authorizes the recipient or subrecipient to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing must be the lesser of paragraph (e)(2)(i) or (e)(2)(ii) below.

(i) The value of the remaining life of the property recorded in the recipient's or subrecipient's accounting records at the time of donation.

(ii) The current fair market value. However, when there is sufficient justification, USAID or the pass-through entity may approve using the current fair market value of the donated property, even if it exceeds the value described in paragraph (e)(2)(i) at the time of donation.

(3) Volunteer services furnished by third-party professional and technical personnel, consultants, and other labor may be counted as cost sharing if the service is necessary for the program. Rates for third-party volunteer services must be consistent with those paid for similar work by the recipient or subrecipient. When the required skills are not found in the recipient's or subrecipient's workforce, rates must be consistent with those paid for similar work in the labor market where the recipient or subrecipient competes for the services involved. In either case, fringe benefits that are allowable, allocable, and reasonable may be included in the valuation.

(4) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally-negotiated indirect cost rate or, a rate in accordance with 2 CFR Part 200.414(d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

(5) Donated property from third parties may include items such as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. The assessed value of donated property included as cost sharing must not exceed the property's fair market value at the time of the donation.

(6) The method used for determining the value of donated equipment, buildings, and land for which title passes to the recipient or subrecipient may differ according to the following:

(i) If the purpose of the Federal award is to assist the recipient or subrecipient in acquiring equipment, buildings, or land, the aggregate

value of the donated property may be claimed as cost sharing.

- (ii) If the purpose of the award is to support activities that require the use of equipment, buildings, or land, only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed if provided in the terms and conditions of this award.

(7) The value of donated property must be determined in accordance with the accounting policies of the recipient or subrecipient with the following qualifications:

- (i) The value of donated land and buildings must not exceed its fair market value at the time of donation to the recipient or subrecipient as established by an independent appraiser (for example, a certified real property appraiser) and certified by a responsible official of the recipient or subrecipient.

- (ii) The value of donated equipment must not exceed the fair market value at the time of donation.

- (iii) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

- (iv) The value of loaned equipment must not exceed its fair rental value.

(8) The fair market value of third-party in-kind contributions must be documented and, to the extent feasible, supported by the same methods used internally by the recipient or subrecipient.

(f) If the recipient expends less than the agreed upon cost sharing as specified in this award, the AO may apply the difference to reduce the amount of USAID funding for the following funding period, require the recipient to refund the difference to USAID when this award expires or is terminated, or reduce the amount of cost sharing required under the award.

(g) In the event of any disallowance of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the Standard Provisions of this award.

[END OF PROVISION]

RAA16. PROGRAM INCOME (AUGUST 2024)

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

PROGRAM INCOME (AUGUST 2024)

- (a) Program income is gross income earned by the recipient **or subrecipient** that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance **except as provided in 2 CFR 200.307**. Program income includes but is not limited to: income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, or interest earned on any of them.
- (b) Program income must be used for the **original** purposes, and under the conditions of the award, to further project objectives, program objectives, award activities, **and allowable closeout costs**. Program income earned during the period of performance may only be used for allowable costs incurred during the period of performance or allowable closeout costs. Program income earned during the period of performance is subject to 2 CFR 200.400(g) and may not be earned or kept as profit. Interest earned on program income during the period of performance is subject to the same conditions as program income.
- (c) The recipient must apply the method(s) for use of program income **that are specified in the schedule of the award (see 2 CFR 200.307(b))**. If the method of applying program income is not specified in the award, the recipient must obtain AO prior approval to use the addition or cost sharing methods. The recipient must also follow the standards in this provision to account for gross income earned from Federally-supported activities under this award.
- (1) If the deduction **method** is used, the recipient must use the program income for current costs, prior to drawdown of USAID funds under the award.
 - (2) If the addition **method** is used, the total award amount is increased by the amount of program income.
 - (3) If the cost sharing **method** is used, the amount of the award remains the same.
 - (4) **If different program income methods are applied to different program areas, the recipient or subrecipient must account for and report the program income amounts by method separately.**

- (d) Costs **incidental** to generating program income under this award may be deducted from gross income to calculate program income, provided these costs have not been charged to this award and comply with the standard provision, "Allowable Costs."
- (e) The recipient must report program income using the [Federal Financial Report, SF-425](#). Program income must be accounted for in the same ratio as USAID's participation in the program. For example, if USAID funded 75 percent of a recipient's program, then the recipient must report 75 percent of any program income earned under the award as "Federal program income earned" on the SF-425.
- (f) The recipient **may** continue to use program income earned after the period of **performance of** the award to further award objectives, but **such program income is not subject to Federal requirements governing program income. However, program income earned after the period of performance of the award may not be earned or kept as profit.**
- (g) **When the terms and conditions of the award require the recipient to report on program income earned after the period of performance, the records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned.**

[END OF PROVISION]

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

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

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

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

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

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

sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

(b) Definitions:

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

[END OF PROVISION]

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

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

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

- (a) One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs).
- (b) USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

(e) Alterations. Changes to an existing structure that affect the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above:

- (1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
- (2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

RAA19. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

APPLICABILITY: *This provision is applicable when human subjects are involved in research financed by this award, as defined in 22 CFR 225 and ADS 200 Mandatory*

Reference, “Protection of Human Subjects in Research Supported by USAID.” The AO should confer with the Activity Manager to determine if any research with human subjects will be included in the award.

PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

- (a) The recipient is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).
- (b) The recipient must assure USAID of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:
- (1) Obtaining a Federal-Wide Assurance (FWA) from the U.S. Department of Health and Human Services. Instructions on obtaining an FWA can be found on the Office of Human Research Protection Web site <http://www.hhs.gov/ohrp/assurances/assurances/file/index.html>; or
 - (2) Submitting to the Agreement Officer's Representative (AOR) for USAID approval, a written assurance which includes a statement of principles governing the recipient's responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or
 - (3) Submitting to the AOR for USAID approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in 22 CFR 225.
- (c) Definitions for the purposes of this award:
- (1) *Research* means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.
 - (2) *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains
 - (i) Data through intervention or interaction with the individual, or
 - (ii) Identifiable private information.
 - (3) *Intervention* includes both physical procedures by which data are gathered and the changes to the subject or the subject's environment performed for

research purposes.

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

(d) USAID staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, USAID may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the following statement:

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

[END OF PROVISION]

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

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

- (1) *uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386; and*
- (2) *covers a program that targets victims of severe forms of trafficking in persons (as defined below) and provides services to individuals while they are still engaged in activities that resulted from such victims being trafficked.*

“Severe forms of trafficking in persons” means

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

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

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

[END OF PROVISION]

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

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

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

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

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

[END OF PROVISION]

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

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

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

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

[END OF PROVISION]

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

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

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

(a) Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed, in whole or in part, under this award, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization

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

(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)

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

(c) Additional Requirements for Voluntary Sterilization Programs

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

(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

- (3) Further, the recipient must document the patient's informed consent by:
- (i) a written consent document in a language the patient understands

and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or

- (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

- (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.

(d) Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities:

- (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
- (ii) special fees or incentives to any person to coerce or motivate them to have abortions;
- (iii) payments to persons to perform abortions or to solicit persons to undergo abortions;
- (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
- (v) lobbying for or against abortion. The term "*motivate*," as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

- (e) The recipient must insert this provision in all subsequent subagreements, including subawards and contracts, involving family planning or population activities that will be supported, in whole or in part,

from funds under this award.

[END OF PROVISION]

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

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

CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

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

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

[END OF PROVISION]

RAA25. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

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

CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact

sheet entitled “USAID HIV/STI Prevention and Condoms”. This fact sheet may be accessed at: <https://www.usaid.gov/document/condom-fact-sheet-april-2015>.

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

[END OF PROVISION]

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

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

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

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(2) The following organizations are exempt from (b)(1):

- (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- (ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.

- (iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:
 - (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- (c) The following definitions apply for purposes of this provision:
 - (1) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
 - (2) "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
 - (3) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).
- (d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities.
- (e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

[END OF PROVISION]

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

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

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

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

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

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

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

[END OF PROVISION]

RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2022)

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

DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT (DECEMBER 2022)

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

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

(a) The Contractor must--

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

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

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

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

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

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

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of

Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

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

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

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

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

[END OF PROVISION]

RAA29. RESERVED

RAA30. RESERVED

RAA31. NEVER CONTRACT WITH THE ENEMY (AUGUST 2024)

***APPLICABILITY:** This provision is required in accordance with 2 CFR 183, Never Contract with the Enemy. AOs must include this provision in all assistance solicitations and all awards expected to exceed \$50,000 and that are performed outside of the United States, including U.S. territories, and that are in support of a contingency operation as defined in 2 CFR 183.35 in which members of the Armed Forces are or may become actively engaged in hostilities.*

NEVER CONTRACT WITH THE ENEMY (AUGUST 2024)

(a) Prohibition on Providing Funds to the Enemy

(1) The recipient must—

- (i) Exercise due diligence to ensure that no funds, including supplies and services, received under this **award** are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract; and

- (ii) Terminate or void in whole or in part any subaward or contract with a person or entity listed in **the System for Award Management (SAM.gov)** as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal agency provides written approval to continue the subaward or contract.
- (2) The recipient may include the substance of this **provision**, including paragraph (a)(1) of this **provision**, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- (3) The Federal agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a)(1) of this **provision** or if the Federal agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) Additional Access to Recipient Records

- (1) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (2) The substance of this **provision**, including this paragraph (b)(1), **must** be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

[END OF PROVISION]

[END OF THE STANDARD PROVISIONS]

303mab_100124