



August 30, 2024

TRANSMITTED VIA EMAIL

sdunagan@judicialwatch.org

Mr. Sean Dunagan
Journalist
Judicial Watch
339 Park Drive
Glenwood Springs, CO 81601

Re: FOIA Request No. F-00263-24
Final Response

Dear Mr. Dunagan:

The U.S. Agency for International Development (USAID) regrets the delay in responding to your Freedom of Information Act (FOIA) request. Unfortunately, USAID is experiencing a backlog of FOIA requests. Please know that USAID management is very committed to providing responses to FOIA requests and remedying the FOIA backlog.

This is the final response to your April 2, 2024 FOIA request to USAID. You requested:

1. All records identifying the recipients of USAID funding under the \$7,000,000 grant allocation awarded on or about November 15, 2023, and associated with Federal Award Identification Number 720BHA24GR00005.
2. All proposals, applications, scope of work documents, or similar records related to any grant award or sub-award associated with Federal Award Identification Number 720BHA24GR00005.

The date range for the search: January 1, 2023, to April 2, 2024.

For your information, Congress excluded three (3) discrete categories of law enforcement and national security records from the FOIA. See 5 U.S.C. § 552(c) (2006 & Supp. IV (2010)). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all of our requesters and should not be construed as an indication that excluded records do, or do not, exist.

USAID conducted a comprehensive search of the Bureau for Humanitarian Assistance (BHA) for documents responsive to your request. USAID conducted a comprehensive search of the Bureau for Humanitarian Assistance (BHA) for documents responsive to your request. The search produced a total of 325 pages. Of those pages, we have determined that 71 pages of

the records are releasable in their entirety, 28 pages are partially releasable, and 226 pages are withheld in their entirety pursuant to Title 5 U.S.C. § 552(b)(4) and (b)(6).

FOIA Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” Further, FOIA Exemption 4 covers two distinct categories of information in federal agency records: (1) trade secrets; and (2) information that is (a) commercial or financial, and (b) obtained from a person, and (c) privileged or confidential. Under the first subset, a trade secret is defined as “a secret, commercially valuable plan, formula, process, or device that is used for the making, preparing, compounding, or processing of trade commodities and that can be said to be the end product of either innovation or substantial effort.” See *Public Citizen Health Research Group v. FDA*, 704 F.2d 1280, 1288 (D.C. Cir. 1983). In this instance, none of the information withheld was deemed a trade secret. Rather, all the information withheld under Exemption 4 is appropriate for withholding under the second subset of information.

We reviewed the responsive document, the submitter’s objections to release, and relevant case law, and we determined that portions are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld to protect the submitter’s confidential commercial information. Within the records, we withheld the technical approaches, detailed implementation plans, and related business financial information.

FOIA Exemption 6 exempts from disclosure information about individuals in personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public’s right to disclosure against the individual’s right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. In this instance, the release of such information could subject the individuals to threats, intimidation, harassment, and/or violence. For these reasons, any private interest you may have in this information does not factor into the aforementioned balancing test. Within the records, we withheld the names, titles, telephone numbers and email addresses.

If you require any further assistance or would like to discuss any aspect of your request, you may contact Maoz Ahmad, the assigned FOIA Specialist by phone on (771) 217-2672 or at maahmad@usaid.gov. You may also contact USAID’s FOIA Public Liaison, Christopher Colbow, at foia@usaid.gov.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services offered:

-3-

Office of Government Information Services
National Records and Archives Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Telephone: (202) 741-5770; toll free at 1-877-684-6448
Fax: (202) 741-5769

You have the right to appeal this F-00263-24 response. Your appeal must be received by USAID no later than 90 days from the date of this letter. If you would like to appeal this disclosure determination, please send your appeal to foia@usaid.gov, and address it to the Office Director of the Bureau for Management, Office of Management Services. In addition, please include your tracking number F-00263-24 final response in your email.

There is no charge for this FOIA request. As this concludes the processing of your request, it will be closed.

Thank you for your interest in USAID.

Sincerely,

Theresa
Morris for

Digitally signed by
Theresa Morris for
Date: 2024.08.26
16:57:08 -04'00'

Christopher Colbow, Chief
FOIA Public Liaison
FOIA Officer/Agency Records Officer
Bureau for Management
Office of Management Services
Information and Records Division

Enclosures: Responsive Records (99 pages)



USAID

FROM THE AMERICAN PEOPLE

(b)(4)

Email: (b)(6)
POC: (b)(6)

Subject: **Grant: 720BHA24GR00005**

Dear (b)(6)

(b)(4) (b)(4)

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby provides to (b)(4) (hereinafter referred to as (b)(4) "Grantee," or "Recipient" or "non-Federal entity) the sum set forth in Section 1.3 of this Agreement to provide support for a program entitled (b)(4) (b)(4) as described in Attachment 2 of this Agreement entitled "Program Description."

This Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures and obligations made by the Recipient in furtherance of program objectives for the period described in Section 1.2 of this Agreement. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Agreement is awarded to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire award document, and to which your organization has agreed.

Please sign the second page of this cover letter to acknowledge your receipt of this award and forward a scanned copy of only the signed page to bha.grantsunit.admin@usaid.gov.

Sincerely,

(b)(6)

Attachments:

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

(b)(4)

ACKNOWLEDGED:

[Redacted]

By:

Name:

Title:

Date:

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1.	Total Estimated USAID Amount	:	\$7,000,000.00
A.2.	Total Obligated USAID Amount	:	\$7,000,000.00
A.3.	Cost-Sharing Amount (Non-Federal)	:	\$0.00
A.4.	Agreement Officer's Representative (AOR)	:	See Section 1.12
A.5.	Tax I.D. Number	:	(b)(4)
A.6.	Unique Entity Identifier	:	[Redacted]
A.7.	LOC Number	:	
A.8.	USAID CFDA Number	:	98.001
A.9.	Award Number	:	720BHA24GR00005

B. SPECIFIC

B.1.(a)	REQ Number	:	REQ-BHA-24-000076
B.1.(b)	Control Number	:	ME20241071
B.1.(c)	Fund	:	FD-X23
B.1.(d)	Operating Unit	:	BHA/MENAE
B.1.(e)	Program Area	:	HA.1
B.1.(f)	Distribution Code	:	294-W
B.1.(g)	BGA	:	294
B.1.(h)	SOC	:	4100201
B.1.(i)	Obligated Amount	:	\$7,000,000.00

ATTACHMENT 1 – SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

(a) The period of performance of this Agreement is **November 15, 2023 to November 14, 2024**. Subject to the terms and conditions of this Agreement, allowable costs incurred by the Recipient shall be reimbursable during the period of performance.

(b) The place of performance is **West Bank Gaza**.

(c) The Agreement Officer (AO) delegates authority to the Agreement Officer's Representative (AOR) to provide prior approval when an extension of the award period of performance end date is requested, subject to all of the following conditions:

(1) A written request with the supporting reasons and the revised period of performance end date must be provided by the Recipient to the AO and AOR at least 30 calendar days prior to the period of performance end date specified in Section 1.2(a) above.

(2) A No-Cost Extension request will not be approved for the sole purpose of using unobligated balances. For the purpose of this provision, "unobligated balance" means the portion of funds authorized by USAID (see Section 1.3(b) below) that has not been obligated by the Recipient and is determined by deducting the cumulative obligations of the Recipient from the cumulative funds authorized by USAID. "Obligations" of the Recipient means the amounts of orders placed, contracts and subawards awarded, services received, and similar transactions during a given period that require payment by the Recipient during the same or a future period.

(3) The extension does not require additional federal funds. Note that this means that there are sufficient funds that have been obligated by USAID but not expended or obligated by the Recipient to cover all allowable costs incurred by the Recipient during the extension period. A subsequent request or proposal by the Recipient for additional USAID funds to cover all or part of the extension period means that the condition in this paragraph (c)(3) is not satisfied, thereby requiring approval by the Agreement Officer by formal modification of this agreement to extend the estimated completion date.

(4) The extension does not involve any changes in the approved objectives or the scope of the project (i.e. the extension is for the purpose of completing the work described in "Attachment 2 – Program Description" of this Agreement, and not for the purpose of undertaking additional activities).

(5) The AOR may provide written approval for a one-time extension request to extend the completion date for less than twelve months. If extended by AOR written approval, the approval will be followed by an award modification from the Agreement Officer to formally amend the award agreement with the revised period of performance end date.

(d) All other extensions require prior written approval by the Agreement Officer.

(e) In order to facilitate payment, the Recipient is encouraged to attach the AOR's written approval under Section 1.2(c)(5) above to all financial reports (see Section 1.5(a) below) which include costs incurred after the estimated completion date set forth in Section 1.2(a) above (as may be formally amended from time-to-time) but within the period of such unfunded extension. If the Recipient chooses not to attach a copy of the AOR's approval, USAID assumes no liability or responsibility for delays in payment. All payment problems related to the unfunded extension period shall be directed by the Recipient to the payment office set forth in Section 1.12 below for resolution.

1.3 AMOUNT OF AGREEMENT AND PAYMENT

(a) The total estimated amount of this Agreement for its full period, as set forth in Section 1.2(a) above, is **\$7,000,000**.

(b) The amount of **\$7,000,000** is obligated by USAID for the purposes of this Agreement.

(c) USAID is not required to reimburse the Recipient for any costs in excess of this amount, nor is the Recipient required to continue performance or incur costs in excess of this amount (including actions/costs under the termination and suspension provisions of 2 CFR 200.340 and 2 CFR 200.343). If, pursuant to 2 CFR 200.308(c)(8), the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient, terminate this Agreement pursuant to 2 CFR 200.340(a)(3).

(d) Advance payments shall be made to the Recipient via Letter of Credit in accordance with the regulations set forth in 2 CFR 200.305, 2 CFR 700.7, 2 CFR 700.8 and the procedures of the Payment Management System (PMS) administered by the U.S. Department of Health and Human Services (HHS). Such advance payments will be liquidated via the financial reporting requirements described in Section 1.5(a) below.

1.4 AGREEMENT BUDGET

(a) Summary Budget

The following is the Agreement Budget for the total estimated amount of this Agreement (see Section 1.3 above) for its full period (see Section 1.2 above). The Recipient may not exceed the total estimated amount or the obligated amount of this Agreement, whichever is less (see Section 1.3 above).

(b)(4)	<u>THE BUDGET</u>		(b)(4)
	<u>Sector</u>	<u>Amount</u>	
	[Redacted]	[Redacted]	
	TOTAL ESTIMATED AMOUNT		

(b) Budget Revisions

(1) Reporting of Deviations from Budget Plan

[Redacted]	(b)(4)
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(2) Prior Approval of Certain Revisions to Budget Plan

In accordance with 2 CFR 200.308(b), the Recipient must request prior approval from the USAID Agreement Officer for the specific budget revisions described in 2 CFR 200.308(c)(1) through (8) for

non-construction awards and 2 CFR 200.308(h)(1) through (5) for construction awards. Although the Agreement Officer will, except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, provide any required approvals (or disapprovals), requests for such approvals should be submitted to the AOR in lieu of the Agreement Officer. The AOR will facilitate the Agreement Officer approval process. The following approvals are hereby provided based on the Recipient's detailed budget plan:

(A) Costs Requiring Prior Written Approval under U.S. Government Cost Principles

Pursuant to 2 CFR 200.308(c)(4) and 2 CFR 200.407, prior written approval is required for costs that require approval under the applicable U.S. Government Cost Principles set forth in Subpart E- Cost Principles of 2 CFR 200 or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals" or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. To this end and consistent therewith, the following types of costs are approved, provided that there are sufficient funds obligated in this Agreement for payment thereof, and that the total estimated amount of this Agreement will not increase or be exceeded as a result thereof:

(i) Direct Charges for Administrative and Clerical Staff Salaries

Pursuant to 2 CFR 200.413(c), the salaries of administrative and clerical staff may be direct-charged to this Agreement if:

- a. Direct-charging such costs is consistent with the Recipient's normal accounting practices;
- b. The administrative and clerical staff are integral to, and can be specifically identified with, the project or activity supported hereunder;
- c. Such staff, and their direct salary costs, are explicitly included in the Recipient's detailed budget which was the basis for the summary budget set forth in Section 1.4(a) above; and
- d. The costs are not also recovered as indirect costs.

(ii) Severance Pay

Severance pay, also commonly referred to as dismissal wages, is a payment by the Recipient, in addition to regular salaries and wages, to workers whose employment is being terminated. Pursuant to 2 CFR 200.431(i), severance payments to foreign nationals employed by the recipient outside the U.S. are approved under this Agreement to the extent that they are required by law in the country in which such foreign nationals are employed and such costs are included in the Recipient's detailed budget that formed the basis for the summary budget in Section 1.4(a) above. In no event may such severance payments exceed the greater of the customary or prevailing practices for the Recipient in the U.S. or the amount(s) required by local law.

(iii) Capital Expenditures for Equipment

Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. Pursuant to 2 CFR 200.439, capital expenditures for the equipment listed below and included in the Recipient's detailed budget that formed the basis for the summary budget in Section 1.4(a) above are

approved as direct costs under this Agreement. All other capital expenditures for equipment must have the prior approval of the Agreement Officer. If motor vehicles are approved below, they must be manufactured in the U.S. unless otherwise indicated in Section 1.6 below.

Capital Equipment will not be procured under this award.

(iv) Capital Expenditures for Improvements to Land, Buildings, or Equipment

Pursuant to 2 CFR 200.439, capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are allowable as a direct cost under this Agreement, provided that such capital expenditures are part of the program being financed under this Agreement and constitute assistance to the beneficiaries or end-users (as opposed to the Recipient), and are included in the Recipient's detailed budget that formed the basis for the summary budget in Section 1.4(a) above. Also see the Standard provisions set forth in Attachment 3 of this Agreement entitled "Standards for Accessibility for the Disabled in USAID Assistance Awards Involving Construction" and "Limiting Construction Activities."

(v) Goods or Services for Personal Use

Pursuant to 2 CFR 200.445, the costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances, and personal living expenses for Recipient's expatriate employees serving overseas are allowable as direct costs under this Agreement provided that such costs are included in the Recipient's detailed budget that formed the basis for the summary budget in Section 1.4(a) above. (regardless of whether reported as taxable income to the employees). Such costs are limited to those permitted by the Recipient's established policies which are consistently applied or, in the absence of such policies, those permitted by the U.S. Department of State's Standardized Regulations (Government Civilian, Foreign Areas) (https://aoprals.state.gov/content.asp?content_id=273&menu_id=81).

(vi) Insurance and Indemnification

Pursuant to 2 CFR 200.447, the insurances normally carried by the Recipient and those insurances that were identified in the Recipient's detailed budget that formed the basis for the summary budget in Section 1.4(a) above are reimbursable under this Agreement, provided that they are otherwise allowable, reasonable, necessary, and allocable and comply with the terms and conditions of this Agreement.

(vii) Participant Support Costs

Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects. Participant means an eligible host-country resident or national sponsored for a learning activity conducted within the U.S., a third country, or in-country for the purpose of furthering USAID humanitarian assistance or development objectives. Pursuant to 2 CFR 200.456, participant support costs are allowable under this Agreement to the extent that they are included in the Recipient's detailed budget which formed the basis for the summary budget set forth in Section 1.4(a) above. This does not constitute the approval required under 2 CFR 200.308(c)(5) to transfer funds budgeted for participant support costs to other categories of expense. All other participant support costs must have the advance written concurrence of the Agreement Officer's Representative (AOR) and Agreement Officer's approval.

(viii) Rearrangement and Reconversion Costs

Pursuant to 2 CFR 200.462, costs for rearrangement and alteration of facilities are allowable as a direct cost under this Agreement provided that such costs are part of the program being financed under this Agreement and constitute assistance to the beneficiaries or end-users (as opposed to the Recipient) and are included in the Recipient's detailed budget that formed the basis for the summary budget in Section

1.4(a) above. Also see the Standard Provisions set forth in Attachment 3 of this Agreement entitled “Standards for Accessibility for the Disabled in USAID Assistance Awards Involving Construction” and “Limiting Construction Activities.”

(ix) Dependent Travel Costs

Pursuant to 2 CFR 200.474(c)(2), travel costs for accompanying dependents of the Recipient’s employees are allowable under this Agreement provided that the travel is of six months or more duration and are authorized under the Recipient’s established policies which are consistently applied. All other costs for dependent travel of six months or more duration that are not included in the Recipient’s approved budget must have the advance written approval of the Agreement Officer.

(x) Selling and Marketing Costs

Pursuant to 2 CFR 200.467, the costs of selling and marketing any products or services of the Recipient are allowable as direct costs under this Agreement when necessary for the performance of project financed under this Agreement (e.g., social marketing, seed fairs, etc.) and when such costs are included in the Recipient’s detailed budget that formed the basis for the summary budget in Section 1.4(a) above.

(xi) Pre-Award Costs

Pre-award costs are those incurred prior to the effective date of this Agreement. Pursuant to 2 CFR 200.458, to the extent that the start-date of the period of performance (as shown in Section 1.2 above) precedes the effective date of this Agreement shown in the Cover Letter, pre-award costs are approved under this Agreement. Such pre-award costs are allowable only to the extent that they would have been allowable if incurred after the effective date of this Agreement.

(B) Sub-Award, Transfer, or Contracting-Out of any Work including Fixed Amount Subawards (Other than the Acquisition of Supplies, Material, Equipment, or General Support Services)

(i) Pursuant to 2 CFR 200.308(c)(6), prior approval is required for the sub-award, transfer, or contracting-out of any work including fixed amount subawards as described in 2 CFR 200.333 (other than the purchase of supplies, material, equipment, or general support services), unless it was described in the Recipient’s application (see Attachment 2 of this Agreement) and funded in the approved budget of the award. To this end, the following sub-awards, transfers, and contracts are included in the Recipient’s detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and are, hence, deemed to be approved:

<u>Sub-awardee/Contractor</u>	<u>Description of Work</u>
(b)(4)	Sub-award to implement activities in-country
	Sub-award to implement activities in-country
	Sub-award to implement activities in-country
	Sub-award to implement activities in-country
	Sub-award to implement activities in-country
	Sub-award to implement activities in-country

All other sub-awards, transfers, and contracts, if any, must have the prior approval of the Agreement Officer.

(ii) For this Award, the Agreement Officer has exempted, in writing, the recipients and sub-recipients, if determined by the prime recipient, from the requirements for SAM registration and obtaining a Unique Entity Identifier per Standard Provision entitled “Universal Entity

Identifier (UEI) and System for Award Management (SAM).” Per Standard Provision set forth in Attachment 3 of this Agreement entitled “Preventing Transactions With, or the Provision of Resources or Support To, Sanctioned Groups and Individuals,” it is the responsibility of Recipients to ensure all recipients of USAID funds under this Award are checked against the Excluded Parties List (online at: <https://www.sam.gov/SAM/>), the U.S. Treasury “Specially Designated Nationals and Blocked Persons” (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>), and United Nations Security designation list (online at: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

(3) Prior Approval Not Required for Transferring Funds Among Direct Cost Categories by More Than 10% of Total Estimated Amount

If the total estimated USAID amount of this Agreement exceeds the Simplified Acquisition Threshold described in 48 CFR 2.1 [REDACTED] 2 CFR 200.308(f) enables USAID to restrict the transfer of funds among direct cost categories or programs, functions, and activities by requiring the prior approval of the Agreement Officer for budget transfers which exceed the Simplified Acquisition Threshold [REDACTED] and the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Agreement Officer. However, such approval is not required under this Agreement. Approvals are only required for the budget revisions described in 2 CFR 200.308(c)(1) through (8) for non-construction awards and 2 CFR 200.308(h)(1) through (h)(5) for construction awards (to the extent that construction is approved in the Standard Provision set forth in Attachment 3 of this Agreement entitled “Limiting Construction Activities”). If this Agreement supports both non-construction and construction work, the foregoing applies separately to each type of work, but paragraph (4) below applies to transfers between construction and non-construction activities.

(4) Prior Approval Required for Transfers between Non-Construction and Construction Work

In accordance with 2 CFR 200.308(h)(5) and the Standard Provision set forth in Attachment 3 of this Agreement entitled “Limiting Construction Activities,” if this Agreement supports both non-construction and construction work, prior approval of the Agreement Officer is required for the transfer of funds allotted for construction activities to non-construction cost categories, or vice versa.

1.5 REPORTING, MONITORING, AND EVALUATION

The Recipient must comply with the following requirements for: (a) financial reporting, (b) monitoring and evaluation (M&E) plan, (c) programmatic reporting, (d) property reporting, and (e) closeout reporting.

(a) Financial Reporting

(1) Reporting of Accrued Expenditures

(A) Financial reporting requirements must be in accordance with 2 CFR 200.328 and any applicable BHA Functional Policies available at the BHA Resource page: (<https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>). Except as may be otherwise indicated below, only electronic copies (scanned .pdf document) may be submitted. USAID reserves the right to request the submission of paper copies of all reports, if needed, during the period of the Agreement.

(B) Quarterly reports are due no later than 30 calendar days after the end of the fiscal quarter:

- October 1 – December 31
- January 1 – March 31

- April 1 – June 30
- July 1 – September 30

(C) In accordance with 2 CFR 200.328, Standard Form 425 (SF-425) and/or SF-425A (available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>) are used to report accrued expenditures. Submission of an SF-425 is required for each quarter regardless of the performance start date or the estimated completion date of the Agreement's period of performance. The final report is due no later than 90 calendar days after the estimated completion date of this Agreement. The Recipient must submit this form in the following manner:

(i) Submission to AOR

Quarterly and final financial reports must be submitted to the AOR in the Award Results Tracking (ART) module of the Application and Award Management Portal (AAMP) accessed through <https://aamp.usaid.gov/>. The file name should include the following information: Partner Name – Country – USAID Award Number – SF-425 – Date Submitted (YYYY/MM/DD). The Recipient may omit Lines 10a-c of the SF-425 for the submission to the AOR.

(ii) Submission to USAID/M/CFO/CMP

The final financial report must be submitted to the USAID/Washington M/CFO/CMP-LOC Unit at locfinalreport@usaid.gov. The Recipient may omit lines 10a-c of the SF-425 for the submission to the LOC Unit.

(iii) Submission to U.S. Department of Health and Human Services (HHS)

SF-425 and SF-425A must be submitted via electronic format to HHS (<https://pms.psc.gov>). The Recipient may omit lines 10d-o of the SF-425 for the electronic submission to HHS.

(2) Reporting Host Government Taxes

The Recipient must submit a report on host government taxes by April 16 of each year in accordance with the requirements of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Reporting Host Government Taxes."

(b) Monitoring and Evaluation (M&E) Plan

(1) M&E Requirements and Content

The Recipient must implement its approved M&E plan and all programmatic performance reporting in accordance with all applicable BHA emergency monitoring, evaluation and reporting guidance and template(s) available at <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>.

(2) Baseline Report

(A) During the initial 90 calendar days of this award, the Recipient must refine and finalize indicators and targets; conduct the baseline study (required for awards of six months or longer); develop and refine internal monitoring system and tools; and plan procurement(s) for an evaluation, if applicable.

(B) For the baseline report: Within 90 calendar days of the award start date (see Section 1.2 above), a baseline report must be submitted to the AOR for approval on all awards that are six months or longer in duration in accordance with the instructions provided at: <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>. The baseline report should include the narrative report and annexes, including an updated Indicator Tracking Table (ITT) and custom Performance Indicator Reference Sheets (PIRS), as applicable.

(C) For the baseline direct data entry: The Recipient must also directly input Baseline values and Target values for each indicator from the updated ITT into the ART module of AAMP.

(D) Related datasets must be submitted to the USAID Development Data Library (DDL), in accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Submission of Datasets to the Development Data Library" prior to award closeout.

(E) For activities less than 12 months that include BHA outcome indicators measured through a representative household survey that the Recipient does not anticipate affecting the outcome level of change in a shorter-term intervention or the Recipient believes that conducting the survey will be overly burdensome, the Recipient must follow any alternative baseline and endline data collection approaches in the approved M&E plan

(F) For awards less than 12 months or in cases where an activity works with multiple cohorts of beneficiaries with short-term interventions, the requirement for measuring outcome indicators at baseline/endline via representative surveys may be waived in lieu of a more robust post-distribution monitoring (PDM) survey that includes outcome monitoring as part of beneficiary registration and PDM shortly after the final transfer. This option allows the partner to measure outcome indicators as part of implementation without launching a separate baseline/endline survey exercise. In this case, the Recipient should submit the enhanced PDM report as "PDM Report" in the ART module of AAMP

(3) Evaluation

(A) An evaluation is required if the original period of performance for the activity is 18 months or longer or if the Recipient has implemented at least one BHA-funded award (of any duration, in any sector) in the past three years in the same country as the place of performance for this award and the Recipient has not completed an evaluation of any BHA-funded awards in that same country in the past three years. The Recipient must complete at least one evaluation of any BHA-funded award(s) at least once every three years in the country.

(B) If conducting an evaluation, the Recipients must submit a full Statement of Work (SOW) six months prior to the start of the evaluation through the ART module of AAMP.

(C) The Recipient must submit the evaluation report within 90 calendar days after the award end date to the AOR in the ART module of AAMP.

(c) Programmatic Reporting

(1) General Requirements

(A) The Recipient must comply with the Standard Provisions set forth in Attachment 3 of this Agreement entitled "Submission of Datasets to the Development Data Library" and "Marking and Public Communications Under USAID-Funded Assistance." All reports must be in English.

(B) The Recipient must submit to the DDL at <https://data.usaid.gov/>, 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 subrecipient or a contractor at any tier. This includes any applicable baseline, endline, evaluation, PDM and monitoring survey datasets. The Recipient must submit such data within 30 calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work.

(C) All data must be delineated by the sector(s) described in the budget set forth in Section 1.4 above.

(D) All reported data should include unique beneficiaries reached at the award level and each sectoral level. The award level unique beneficiary count may be less than the total of all sectoral counts due to the possibility of duplicative services provided across sectors.

(E) As used herein, "beneficiaries" means individuals and not households. Therefore, if the Recipient is working with households, the report may include data related to both households and the corresponding number of individuals. If data on individual beneficiaries are not available, or if it is impractical (due to the nature of the program) to collect and report beneficiary data, the report should indicate that beneficiary data are not available or are impractical to collect and report, and include a strong justification. Best estimates may be provided.

(F) Beneficiary data must specify the number of Internally Displaced Persons (IDPs) and the number of Refugees served as applicable.

(G) Mandatory indicator data must be reported based on the USAID/BHA defined disaggregated types, e.g., gender, age found in the Annex B: BHA Indicator Handbook for Emergency Activities available here: <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>. Custom indicators should be reported as applicable.

(H) Data must be disaggregated as described above, and the Recipient's M&E Plan must be capable of accomplishing this.

(2) Program Updates

On a regular basis, the Recipient must email the AOR (and the BHA overseas field representative, if there is one) brief, timely, informal updates that provide information such as progress toward accomplishing each purpose and achieving expected results, constraints, changes in the situation, and any aspects of the program that show demonstrable progress or achievements, expected or otherwise ("success stories").

(3) Notifications

The Recipient shall promptly submit written notifications to the AOR, BHA overseas field representative if there is one, and the Agreement Officer to communicate the following:

(A) Developments which have a significant impact on the activities supported by this Agreement. This includes but is not limited to losses as a result of:

- (i) Instances of waste, fraud, and abuse, consistent with the standard provision of this Agreement entitled "Mandatory Disclosures" and
- (ii) Where applicable, commodity safety and quality incidents resulting in out of specification issues, or in conflict with local standards and guidelines.

(B) The impact of any loss on the activities supported by this Agreement and whether it affected the total number of people who were receiving assistance (e.g., beneficiaries not reached) and/or if the Recipient took steps to mitigate the impact on beneficiaries (e.g., reduced size of rations).

(C) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(4) Programmatic Performance Reporting Content

The Recipient must include the relevant components provided in the BHA Report Template for Emergency Activities available at <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>.

(5) Semi-Annual Reporting (SAR)

(A) The Recipient must submit the SAR 30 calendar days or less after the end of Fiscal Year (FY) Q2 (report is due no later than April 30) unless the award start date is 60 calendar days or less before the end of the quarter, in which case no SAR is required. The SAR should include information for the October 1 to March 31 reporting period. The Recipient must follow the reporting guidance and template(s) available at the BHA Resource page, <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>. Semi-Annual Performance Report narratives and all reporting components must be uploaded, along with direct data entry of indicator values into the ART module of AAMP. The Recipient must record all values as unique counts that avoid double counting.

(B) In the SAR, the Recipient must describe progress against indicators identified in the Recipient's M&E Plan. The SAR must tell the story behind the indicator(s) and share any planned changes in programmatic approaches. As applicable, the SAR should include a summary of post-distribution monitoring (PDM) findings related to distributions and transfers (e.g., food, non-food items, in-kind, cash, and vouchers), and the role of the goods in achieving the activity purpose(s) and outcomes.

(C) No SAR is required in the event that the period of performance is extended by 60 calendar days or less into FY Q3. In those cases, data from activities taking place during the period of extension must be combined with data from the prior reporting period, and must be submitted in the Final Performance Report.

(D) If the award end date is in FY Q2, the Recipient is not required to submit a Semi-Annual Report but is only required to submit a Final Performance Report no later than 90 calendar days after the award end date.

(E) The SAR must be submitted to the AOR in the ART module of AAMP.

(6) Annual Reporting (AR)

(A) The Recipient must submit the AR 30 calendar days or less after the end of the FY on September 30 (i.e., the report is due no later than October 30) unless the award start date is 60 calendar days or less before the end of FY Q4, in which case no AR is required. The report should include information for the October 1 to September 30 reporting period. The Recipient must follow the reporting guidance and template(s) available at the BHA Resource page, <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>. The AR narrative covering the performance period October 1 - September 30 and all reporting components must

be uploaded, along with direct data entry of indicator values into the ART module of AAMP. The Recipient must record all FY values as unique counts that avoid double counting.

(B) As applicable, the AR should include a summary of post-distribution monitoring (PDM) findings related to distributions and transfers (e.g., food, non-food items, in-kind, cash, and vouchers), and the role of the goods in achieving the activity purpose(s) and outcomes.

(C) In the final FY of the award, the Recipient is not required to submit an AR but is only required to submit a Final Performance Report 90 calendar days or less after the award end date. However, if the award end date is in FY Q4, the Recipient must submit the Final Performance Report no later than October 30 (the AR due date).

(D) The AR must be submitted to the AOR in the ART module of AAMP.

(7) Final Performance Report

(A) Final performance reports are due 90 calendar days or less after the award end date (see Section 1.2 above) and must include all interventions and activities for the entire period of performance. The Recipient must follow the reporting guidance and template(s) available at the BHA Resource page, <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>. The Recipient must submit a narrative report covering the performance period of the award, provide direct data entry of unique semi-annual, FY and life of award (LOA) values and upload other documents into <https://www.usaid.gov/humanitarian-assistance/partner-with-us> and as outlined in Section 1.5(c)(6) above. The final report must be submitted to the AOR in the ART module of AAMP.

(B) As applicable, the final report should include a summary of post-distribution monitoring (PDM) findings related to distributions and transfers (e.g., food, non-food items, in-kind, cash, and vouchers), and the role of the goods in achieving the activity purpose(s) and outcomes.

(C) For the LOA data entry: As part of the final performance report, the Recipient must enter LOA values for all indicators into the ART module of AAMP within 90 calendar days of the end of the award. If applicable, the Recipient must include endline data as part of the evaluation report for select indicators, in addition to the final performance report.

(d) Property Reports

The following are the reporting and notification requirements related to property financed or provided hereunder:

(1) Tangible Property

Tangible property consists of real property, equipment, agricultural commodities, and supplies, as the terms are defined in Subpart A of 2 CFR 200.

(A) Loss, Damage, or Theft

As a condition for this award, the Recipient shall promptly notify the Agreement Officer and the AOR via email of the loss, damage, or theft to equipment or agricultural commodities funded by BHA under this Award. Such loss, damage, or theft must be investigated and fully documented.

(B) Request for Disposition Instructions

In accordance with 2 CFR 200.311(c) and 2 CFR 200.313(e), the Recipient shall request disposition instructions from the Agreement Officer via an email to the AOR when the Recipient has no need for USAID-financed real property, or equipment with a current per-unit fair market value of \$5,000 or more, on the program financed hereunder (regardless of whether USAID continues to fund the program) or on other USAID-funded or U.S. Government-funded programs, and does not wish to retain the equipment for other uses and compensate for its share.

(C) Title to and Disposition of Supplies

(i) In accordance with 2 CFR 200.314 title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 2 CFR 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(ii) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

(D) Final Equipment and Real Property Inventory Report

In accordance with 2 CFR 200.311 and Section 1.7 below, the Recipient shall submit one copy of a final inventory report to the AOR in the ART module of AAMP, listing all real property and equipment acquired with USAID funds provided under this Agreement or received from USAID for use under this Agreement. This report shall be submitted not later than 90 calendar days after the estimated completion date of this Agreement.

(2) Intangible (Intellectual) Property

(A) Published and Other Written Work

The Recipient shall provide to the AOR a machine-readable copy, non-proprietary format of any Intellectual Work that is published, and a list of any Intellectual Work that is not published. Any copyrighted work shall be so indicated as such.

(B) Patents

The Recipient shall comply with the various reporting/notification requirements set forth in 37 CFR 401.

(e) Closeout - Submission of Reports

The Recipient must liquidate all obligations incurred under this Agreement and submit all final reports within 90 calendar days after the end date of the period of Agreement in accordance with the requirements of 2 CFR 200.344. The Recipient must comply with the Single Audit requirements set forth in Subpart F of 2 CFR 200 and negotiate a final indirect cost rate for the entire period of the Agreement with its cognizant audit agency after the end of the period of this Agreement. If the Recipient does not submit final reports in a timely manner, it will be considered a failure to comply with the terms and conditions of this Agreement.

1.6 PROCUREMENT AND CONTRACTING

(a) General

(1) Applicability

This Section applies to the procurement of goods and services by the Recipient using USAID funds provided hereunder. It does not apply to sub-grants and sub-agreements in support of sub-recipients' programs, but does apply to procurement of goods and services by sub-recipients. It also applies to long-term leases (see Section 1.6(a)(8) below).

(2) Noncompliance

Failure of the Recipient to comply with the requirements set forth herein may result in disallowance of costs in accordance with 2 CFR 200.403.

(3) General Procurement Requirements

The Recipient shall comply with the general procurement requirements prescribed in 2 CFR 200.317–327, including Subpart E – Cost Principles of 2 CFR 200.

(4) Ineligible Goods and Services

In accordance with paragraph b.(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "USAID Eligibility Rules for Goods and Services," military equipment, surveillance equipment, commodities and services for support of police or other law enforcement activities, abortion equipment and services, luxury goods and gambling equipment, and weather modification equipment may not be financed hereunder.

(5) Eligibility of Other Commodities

(A) Except for restricted commodities (for which special requirements apply, as described in paragraph (d) below), funds provided hereunder may only be used for commodities that are designated as "eligible" in the USAID Commodity Eligibility Listing (online at: <https://www.usaid.gov/ads/policy/300/312>), or for which the Agreement Officer may specifically provide prior written approval. Commodity means any material, article, supply, goods, or equipment.

(B) To this end, commodities (other than ineligible goods which are discussed in paragraph (a)(4) above, and restricted commodities which are subject to paragraph (d) below) that were included in the Recipient's detailed budget (see Section 1.4 above) are authorized for financing hereunder unless otherwise stated. To the extent that the USAID Commodity Eligibility Listing includes any special requirements applicable to the commodities included in the Recipient's detailed budget, the Recipient must comply with such special requirements unless otherwise approved in advance and in writing by the Agreement Officer.

(C) Notwithstanding the foregoing, commodities shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935 are ineligible for USAID financing.

(6) Ineligible Suppliers

(A) General

In purchasing all goods and services with funds provided under this Agreement, the Recipient shall comply with the supplier eligibility requirements set forth in: (1) paragraph b.(2) of the Standard Provision

entitled "USAID Eligibility Rules for Goods and Services;" (2) 2 CFR 200.318(h); (3) the Standard Provision entitled "Debarment, Suspension, and Other Responsibility Matters;" and (4) the Standard Provision entitled "Preventing Transactions With, or the Provision of Resources or Support To, Sanctioned Groups and Individuals." USAID opposes restrictive trade practices or boycotts fostered or imposed by foreign countries against other countries friendly to the United States or against any United States person.

(B) Prohibited Sources

"Prohibited source" means countries to which assistance is prohibited by the annual appropriations acts of Congress or other statutes, or those subject to other executive branch restrictions, such as applicable sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control. USAID maintains a list of prohibited sources available in USAID's Automated Directives System, ADS 310 (online at: <https://www.usaid.gov/sites/default/files/documents/1864/310mac.pdf>). In no event may funds provided under this Agreement be used for the procurement of commodities and services (including restricted commodities described in paragraph (d) below, and transportation, engineering, and construction services described in paragraph (c) below) from prohibited sources, unless the Agreement Officer provides specific written approval to the contrary.

(C) Foreign Government-Controlled Organizations

In addition, and in accordance with 22 CFR 228.13, foreign government-controlled organizations (*i.e.*, firms operated as commercial companies or other organizations or enterprises, including nonprofit organizations, in which foreign governments or their agents or agencies have a controlling interest) are not eligible as suppliers of goods or services unless otherwise approved in advance by the Agreement Officer. Government ministries or agencies of the cooperating/recipient country, including those at the regional and local levels, and government educational institutions, health care providers, and other technical entities of the cooperating/recipient country not formed primarily for commercial or business purposes, are eligible as suppliers of commodities and services.

(7) Source of Commodities and Nationality of Suppliers of Goods and Services

In accordance with the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," USAID's rules on the source of commodities, and the nationality of suppliers of commodities and services, are set forth in 22 CFR 228 (<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=260c5b7cc4cf7639856f204d96e3515f&rqn=div5&view=ext&node=22:1.0.2.22.25&idno=22>), and apply to goods and services financed with USAID funds provided under this Agreement.

(A) Source of Commodities

As indicated in 22 CFR 228.11, and except as may otherwise be approved in advance and in writing by the Agreement Officer, all commodities financed hereunder (other than restricted commodities, which are subject to paragraph (d) below) must have their source in the Authorized Geographic Code, which is set forth in paragraph (b) below. "Source" means the country from which a commodity is shipped to the cooperating/recipient country or the cooperating/recipient country itself if the commodity is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country (see paragraph (C) below). Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. A free port or bonded warehouse is a special customs area with favorable customs regulations (or no customs duties and controls for transshipment).

(B) Nationality of Suppliers of Commodities and Services

Except as may otherwise be approved in advance and in writing by the Agreement Officer, suppliers of commodities and suppliers of services (other than transportation, engineering, and construction services,

which are subject to paragraph (c) below) must be eligible under the nationality rules set forth in 22 CFR 228.12 and must have their nationality in a country included in the Authorized Geographic Code, which is set forth in paragraph (b) below. However, the nationality rules do not apply to: (i) the payment of commissions by suppliers; (ii) sureties, insurance companies, or banks who issue bonds or guarantees under USAID-financed contracts; (iii) firms providing liability insurance under construction contracts; and (iv) the employees of contractors, or individuals providing technical or professional services to recipients or contractors (however, such individuals must not be citizens or lawful permanent residents [or equivalent immigration status] of countries which are prohibited sources).

(C) Geographic Codes

Geographic codes may be found at 22 CFR 228.03. "Developing countries," "advanced developing countries," and "prohibited sources" are described in <https://www.usaid.gov/ads/policy/300/310maa>, <https://www.usaid.gov/ads/policy/300/310mab>, and <https://www.usaid.gov/ads/policy/300/310mac>, respectively.

(8) Long-Term Leases

Long-term lease means a single lease of more than 180 calendar days; or repetitive or intermittent leases under this Agreement within a one-year period, which cumulatively total more than 180 calendar days. A single lease may consist of lease of one or more of the same type of commodity within the same lease term. Long-term leases are subject to this Section 1.6.

(b) Authorized Geographic Code for Non-Restricted commodities and Services (Other than Transportation, Engineering, and Construction Services)

Pursuant to paragraph c. of the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," the Authorized Geographic Code for the source of commodities (other than restricted commodities, which are subject to paragraph (d) below) and the nationality of suppliers of commodities and services (other than transportation, engineering, and construction services, which are subject to paragraph (c) below) is Geographic Code 935 (any area or country but excluding prohibited sources). The Recipient shall, in all cases, give first preference to Geographic Code 937 (United States, the cooperating/recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, and excluding prohibited sources), and must document its files whenever Geographic Code 935 is used to demonstrate that:

- (1) The project requires non-restricted commodities or services (other than transportation, construction, and engineering services) of a type that are not produced in and available for purchase in Geographic Code 937; or
 - (2) It is necessary to permit procurement from Geographic Code 935 to meet the emergency needs of the affected populations; or
 - (3) It is more efficient and/or necessary to achieve the project's objectives.
- (c) Transportation, Engineering, and Construction Services

As indicated in Section 1.6(a)(5)(C) above, if commodities are shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935, such commodities are ineligible for USAID financing.

(1) Transportation Services

(A) Air Travel and Transportation

(i) General

For both transportation of people and transportation of commodities, the Recipient must comply with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Travel and International Air Transportation."

(ii) The Fly America Act

With reference to paragraph c. of said Standard Provision, U.S.-flag air carriers must be used when they are available, except as may be permitted under air transport agreements between the U.S. and foreign governments, e.g., EU countries that have signed the US-EU "Open Skies" agreement (<https://www.state.gov/civil-air-transport-agreements>) or an exception authorized under the Fly America Act. For every flight on a non-U.S.-flag air carrier, the Recipient must document its files to demonstrate and explain why U.S.-flag air carriers were not used.

(iii) Air Charters

All air charters covering full or part cargo must be approved in advance and in writing by M/OAA/T. This includes charter parties, booking notes, and booking agreements when those forms of freight contracts incorporate provisions which are in addition to, or which deviate from, the terms of the carrier's standard bill of lading and tariff. The cost of commodities will be ineligible for reimbursement under this Agreement if a) shipped under any air charter which has not received prior written approval from M/OAA/T, and b) the cost was not included in the recipient cost application.

(B) Ocean Shipments

(i) General

In accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Ocean Shipment of Goods," the Recipient must contact USAID Office of Acquisition and Assistance's Transportation Division (M/OAA/T) prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this Agreement to determine the flag and class of vessel to be used for shipment.

(ii) Freight Differential

The Agreement Officer (after USAID-internal approval from M/OAA/T) must authorize, in advance and in writing, the payment of any freight differential costs between using U.S.-flag vessels and using non-U.S.-flag vessels.

(iii) Despatch

All despatch earned at the port of unloading on cost, insurance, and freight (CIF) and cost and freight (C&F) shipments, and despatch earned at either the port of loading or unloading for free on board (FOB) or free alongside (FAS) shipments (to the extent that despatch exceeds demurrage incurred on the same voyage) must be credited to this Agreement as Program Income (see Section 1.8 below) or refunded to USAID.

(iv) Demurrage and Detention

Demurrage and detention costs are otherwise ineligible for USAID financing.

(v) Dead Freight

Dead freight is not reimbursable hereunder.

(vi) Ocean Charters

All ocean charters covering full or part cargo must be approved in advance and in writing by the Agreement Officer (after USAID-internal approval from M/OAA/T). This includes charter parties, booking notes, and booking agreements when those forms of freight contracts incorporate provisions which are in addition to, or which deviate from, the terms of the carrier's standard bill of lading and tariff. The cost of commodities will be ineligible for reimbursement under this Agreement if shipped under any ocean charter which has not received prior written approval of the Agreement Officer.

(C) Marine Insurance

(i) All goods financed under this Agreement must be insured in U.S. dollars, or any other freely convertible currency, during ocean transportation, unless USAID agrees otherwise in writing. USAID will finance the costs of the insurance premiums if: (a) the insurance is placed in a country included in the authorized geographic code (see paragraph (iv) below); (b) the insurance is placed in accordance with the terms of the commodity purchase contract; (c) the insurance covers, at a minimum, the period during which the commodities are in transit to the cooperating country; (d) the premiums do not exceed the limitations contained in 22 CFR 201.68; and (e) loss payment proceeds are to be paid in U.S. dollars or other freely convertible currency.

(ii) If the Recipient has, or becomes aware of, a complaint regarding the cooperating country's discrimination against marine insurance companies authorized to do business in the U.S., the Recipient must report it to the USAID Office of Acquisition and Assistance's Transportation Division (M/OAA/T).

(iii) M/OAA/T must approve the payment of general average on uninsured shipments where USAID finances the ocean transportation costs. (General average is a doctrine of marine law applicable to all ocean shipments whereby, when part of a marine cargo or part of the ship is deliberately sacrificed in the interest of saving the whole, owners of the sacrificed portion are entitled to contributions from the owners of the saved portion of the cargo and the ship. Liability for assessments associated with general average is a standard clause incorporated into all marine cargo insurance policies, but is not an issue with regard to most USAID-financed shipments because the insurer, not USAID, is liable for all general average assessments if the shipment is insured. If the shipment is uninsured, the consignee is liable for all general average assessments.)

(iv) Marine insurance is "placed" in a country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company office located in that country. The authorized geographic code for where marine insurance may be placed is Geographic Code 937 (United States, the cooperating/recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, but excluding prohibited sources).

(v) If loss payments are not used to re-procure any commodities under this Agreement, the Recipient must refund these payments to USAID. USAID must also request a refund of loss payments that are not used in accordance with this Agreement, even if USAID does not finance the marine insurance.

(D) Other Delivery Services

The Authorized Geographic Code for other delivery services (such as export packing, loading, commodity inspection services, and services of a freight forwarder) is Geographic Code 935 (any area or country but excluding prohibited sources).

(E) Incidental Services

The Authorized Geographic Code for incidental services (such as installation or erection of USAID-financed equipment, or the training of personnel in the maintenance, operation, and use of such equipment) is Geographic Code 935 (any area or country but excluding prohibited sources).

(2) Engineering and Construction Services

(A) In accordance with 22 CFR 228.17, advanced developing countries, as defined in 22 CFR 228.01, which USAID has determined to have attained a competitive capability in international markets for construction services or engineering services are not eligible to furnish USAID-financed construction and engineering services unless approved in advance by the Agreement Officer.

(B) In accordance with 22 CFR 228.14, when the estimated cost of a contract for construction is \$10 million or less and only local firms will be solicited, a local corporation or partnership which is a foreign-owned local firm (*i.e.*, owned or controlling interest by individuals not citizens or permanent residents, or equivalent immigration status, of the United States or the cooperating/recipient country) are not eligible to furnish USAID-financed construction services unless approved in advance by the Agreement Officer.

(d) Restricted Commodities

In accordance with paragraph b.(3) of the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," agricultural commodities, motor vehicles, pharmaceuticals, pesticides, used equipment, U.S. Government-owned excess property, and fertilizer are restricted commodities and may not be financed hereunder without the prior written approval of the Agreement Officer. For the purpose of this Agreement, condoms and contraceptives are also considered restricted commodities.

To this end, the restricted item class discussed below is approved subject to the following:

Restricted commodities are not eligible for reimbursement under this award.

1.7 TITLE TO AND USE OF PROPERTY

Title to property financed under this Agreement or provided by USAID shall vest in the Recipient, subject to the following requirements regarding the use, care, accountability, maintenance, and disposition thereof:

(a) Tangible Property

(1) Equipment

"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. Equipment is subject to the requirements set forth in 2 CFR 200.313.

(2) Supplies

"Supplies" means items of tangible personal property that do not meet the definition of "equipment" in paragraph (a)(1) above. A computing device is a supply if the acquisition cost is less than \$5,000, regardless of the length of its useful life in accordance with 2 CFR 200.94. Supplies are subject to the requirements set forth in 2 CFR 200.314.

(3) Real Property

"Real property" means land, land improvements, structures, and appurtenances thereto. Real property is subject to the requirements set forth in 2 CFR 200.311.

(b) Intangible (Intellectual) Property

“Intangible property” means, but is not limited to, copyrights, inventions and patents, and data first produced under this Agreement. Intangible property is subject to the requirements set forth in 2 CFR 200.315.

1.8 PROGRAM INCOME

Any Program Income earned under this Agreement shall be additive to the USAID and other contributions provided hereunder. The Recipient shall account for Program Income in accordance with 2 CFR 200.307. Proceeds from the sale of property funded hereunder will be governed by 2 CFR 200.311 through 2 CFR 200.316, which set forth uniform standards governing management and or disposition of property furnished by the Federal Government or whose cost was changed to a project supported by a Federal award.

1.9 COST-SHARING (MATCHING)

No cost-sharing (matching) is required hereunder.

1.10 INDIRECT COSTS

Pursuant to the Standard Provision set forth in Attachment 3 of this Agreement entitled "Negotiated Indirect Cost Rates - Provisional (Nonprofit)" an indirect cost rate or rates must be established for each of the Recipient's accounting periods which apply to this Agreement. Pending establishment of final or revised provisional indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional rate(s) and the appropriate base(s):

<u>Description</u>	<u>Type</u>	<u>Rate</u>	<u>Base</u>	<u>Effective Period</u>
Field Program Overhead Management and General	(b)(4)			

Base of Application

(a) Overseas Operations excluding (1) donated commodities and associated freight (including ocean, inland, and internal transport storage and handling), (2) capital equipment greater than \$5,000, (3) micro enterprise loans, (4) exchange fluctuations, (5) sub-awards to organizations that undergo a Uniform Guidance 2 CFR 200 Subpart F or equivalent and have an indirect cost rate agreement with their cognizant Federal agency, (6) pharmaceutical expenses, and (7) treated bednets

(b) Overseas Operations, U.S. Operations, and Fundraising and Public Awareness excluding (1) donated commodities and associated freight (including ocean, inland, and internal transport storage and handling), (2) capital equipment greater than \$5,000, (3) micro enterprise loans, (4) exchange fluctuations, (5) sub-awards to organizations that undergo a Uniform Guidance 2 CFR 200 Subpart F or equivalent and have an indirect cost rate agreement with their cognizant Federal agency, (6) pharmaceutical expenses, and (7) treated bednets

1.11 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 3 - Standard Provisions
- Attachment 4 - Branding Strategy and Marking Plan
- Attachment 2 - Program Description

1.12 POST-AWARD AGREEMENT ADMINISTRATION

(a) Agreement Officer's Representative (AOR)

The AOR for this Agreement has been designated in a separate memorandum from the Agreement Officer to the AOR, a copy of which is being provided to the Recipient in addition to this Agreement. All correspondence to the AOR should be addressed to:

The Agreement Officer's Representative (AOR) is:

(b)(6)

Bureau for Humanitarian Assistance (BHA)
U.S. Agency for International Development
1300 Pennsylvania Avenue NW
Washington, DC 20523-2052

(b) Agreement Officer

The USAID Agreement Officer is:

(b)(6)

M/OAA
U.S. Agency for International Development
500 D Street SW
Washington, DC 20024-4721

(c) Payment Office

M/CFO/CMP
U.S. Agency for International Development
500 D Street SW
Washington, DC 20024-4721

Letter of Credit
E-Mail: loc@usaid.gov

Reporting Host Government Taxes
E-Mail: obldoccmp@usaid.gov

1.13 SPECIAL PROVISIONS

(a) Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition for award of this Agreement, it is understood by USAID and affirmed by the Recipient that the Recipient has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

(1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.

(2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.

(3) Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.

(4) Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.

(5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.

(6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

(b) Branding Strategy and Marking Plan

(1) In accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Marking and Public Communications Under USAID-Funded Assistance," the Recipient's Branding Strategy and Marking Plan are incorporated into this Agreement as Attachment 4 hereof.

(2) With reference to paragraph (h) of the aforementioned Standard Provision, the requirement to mark and acknowledge program deliverables/communications is hereby waived because marking/acknowledgement requirements would pose compelling safety and security concerns.

(c) Non-Federal Audits

In accordance with 2 CFR 200.501, the Recipient and its US-based sub-recipients must have a single audit conducted in accordance with 2 CFR 200.514 Scope of Audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR 200.501. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR 200.507 Program-specific audits. A program-specific audit may not be elected for Research and Development programs unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

For non-US based recipients, an audit is required if the grantee expends \$750,000 or more in federal funds in one fiscal year. For US-based nonprofits an audit is required if they expend \$750,000 per fiscal year. The Recipient and its sub-recipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

(d) U.S. Export Restrictions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of the U.S Government's Export Administration Regulations (EAR) found in 15 CFR 730, *et seq.*¹ The Recipient shall comply with any and all requirements and provisions of the EAR.

(e) U.S. Economic Sanctions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of any U.S Government Economic Sanctions and/or any OFAC license related thereto. The Recipient shall comply with any and all requirements and provisions of the relevant sanctions regulations and/or OFAC license.

(f) Electronic Payments System (August 2014)

(1) Definitions

(A) "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

(B) "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, that is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

(2) The recipient agrees to use an electronic payment system for any payments under this award to beneficiaries, subrecipients, or contractors.

(3) Exceptions. Recipients are allowed the following exceptions, provided the recipient documents its files with the appropriate justification:

(A) Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

(B) Cash payments made to payees where the recipient does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

(C) Cash payments to vendors below \$3000, when payment through an electronic payment system is not reasonably available.

(D) The Recipient has received a written exception from the Agreement Officer that a specific payment or all cash payments are authorized based on the Recipient's written justification, which provides a basis and cost analysis for the requested exception.

(4) More information about how to establish, implement, and manage electronic payment methods is available to recipients at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.

¹ Further information about export restrictions may be found on the internet at: <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>

(g) Commodity Safety and Quality Assurance

(1) In-kind commodities procured in the U.S. are subject to U.S. Department of Agriculture (USDA) safety and quality assurance inspections and auditing. Locally and regionally procured commodities must also meet similar safety and quality standards, and be approved by USAID.

(2) Local and Regional Procurement

For local and regional procurement of commodities, a preventive food safety and quality approach is recommended, with the following main components:

(A) Commodity Specifications

The Recipient must obtain corresponding commodity specifications and ensure compliance of these specifications with the local and recipient country standards, as well as USAID commodity requirements when applicable. The following steps are recommended:

(i) Obtain commodity specifications from the US Government when possible and if the commodity is part of USAID Food for Peace Title II programs. Specifications can be found under Implementation Tools on the USAID website (<https://www.usaid.gov/food-assistance/resources/implementation-tools>) or on the Farm Service Agency's website (<https://www.ams.usda.gov/services/international-procurement/commodity-requirements>).

(ii) In absence of USG commodity specifications, obtain specifications from WFP (<https://foodqualityandsafety.wfp.org/specifications>) and or local country bureau of standards.

(iii) Jointly revise specifications with suppliers to make sure there is clear understanding and expectation around quality, safety and delivery terms when awards are made.

(B) Food Safety and Quality Assurance at Source

In order to ensure food safety and quality at source, the following steps are recommended to the Recipient:

(i) Food suppliers must provide Certificates of Analyses (CoAs) to demonstrate compliance at source. A CoA per lot of production being shipped out should be part of the recipient-vendor agreement.

(ii) Food vendors must go through annual food safety and quality audits. If other implementing partners are procuring from the same food supplier, and similar commodities, the Recipient is encouraged to coordinate among them to arrange for only one annual audit for common suppliers. Alternatively, in order to minimize cost, and given the fact that there is reciprocity between USAID and WFP in terms of food safety and quality compliance, if a Recipient is procuring the same commodities from the same suppliers as WFP, current WFP required valid audits (within a year) can be acceptable. The Recipient should discuss this with WFP.

(iii) In addition to CoAs and annual audits, the Recipient should have their own third-party inspector verifying the loading of commodities onto trucks, at source, and should take random samples for testing and cross-checking the level of quality and commodity integrity compliance. Exhaustive sampling and testing are not necessary, if reliable CoAs are produced and satisfactory auditing reports are obtained. The scope of the third-party inspection from recognized service providers will depend on procured volumes and intensity of the procurement activity.

(C) Warehouse Management

The Recipient should consider using USAID Warehouse Expectation Document (WED) as a reference policy (document is available on request, and will be soon be posted for the public) to build their own. This document should allow the Recipients to communicate with suppliers and communicate clear requirements.

(D) Quality Assurance (QA) Resources

Even when the Recipient shows good and compliant logistic capacity, the hiring of an in-house food technology, food safety and quality resource is recommended, in order to ensure safe and effective food delivery. The Recipient should consider hiring a staff member with experience in quality assurance (QA) and warehouse management. The Recipient should present, for subsequent bids, the profile of a QA staff, as part of their institutional capability statement.

(E) Protection of Commodity During Transportation

The movement of food from supplier's premise, whether custom-bonded warehouses and/or distribution to end users, are segments of the supply chain that need well defined procedures to ensure integrity of commodities and avoid replacement or subtraction of commodities. The following are recommended steps to be discussed with vendors:

(i) Use unique, "smart" truck and/or container seals, particularly during the shipment from vendor to the Recipient's warehouse or final distribution sites. If possible, tamper-evident seals that are verified both during loading and unloading should be used.

(ii) Institutionalization of a Truck Driver Policy, indicating the "dos and don'ts."

(iii) A standard operating procedure (SOP) for truck unloading, which includes checking seal numbers to make sure they match Bill of Lading (BOL) information.

(iv) Establishment of handling procedures for CoAs: a) who receives the CoAs; b) when and by whom will the CoA be compared with specifications; and c) where and for how long are CoAs going to be retained.

(v) The following documents (found at <http://www.fao.org/fao-who-codexalimentarius/home/en/>) are recommended guidance for projects that specifically target infants and young children as beneficiaries:

- Guidelines On Formulated Complementary Foods For Older Infants And Young Children CAC/GL 8-1991
- Codex Standard For Processed Cereal-Based Foods For Infants And Young Children - Codex Stan 074-1981, Rev. 1-2006

(vi) Regarding food voucher projects, it is expected that commodities purchased by beneficiaries with food vouchers financed under this award will meet the commodity standards of the recipient country. If proposing a food voucher program, the Recipient is required to identify what procedures will be in place to ensure that vendors provide food of acceptable quality.

(h) Special Provisions for West Bank & Gaza(1) Prohibition Against Support for Terrorism

(A) The Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations

associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws.

(B) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.

(C) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with any organization or non-U.S individual; and (ii) any grant or subgrant to an organization or non-U.S. individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to an organization or non-U.S. individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.

(D) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor/Recipient to terminate the subaward.

(E) USAID reserves the right to terminate this contract/agreement if USAID determines that the Contractor/Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

(F) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

(G) The Contractor/Recipient agrees to promptly notify USAID's Contracting Officer Representative (COR)/Agreement Officer Representative (AOR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any Recipient of a subaward described in paragraph (c).

(i) For purposes of this requirement, "key individuals" means (a) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (c) the program manager or chief of party for the USAID-financed program; and (d) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

(ii) For U.S. based organizations subject to vetting under this requirement, "key individuals" means any individual described in paragraph (i.) regardless of nationality, that is either (a) employed by the organization in either the area within the legal boundaries of the country of Israel, the city of Jerusalem, or the Palestinian territories of the West Bank or Gaza; (b) is assigned to work in such areas/territories for a majority of the life of a relevant award; (c) intends to spend cumulatively more than 6 months of their time during any 12 month period working in such areas/territories; or (d) is a consultant or adviser that is based in such areas/territories with regards to the relevant award.

(2) No Funds to Governmental Entities

(A) No funds under this agreement may be provided to any governmental, quasi-government or para-statal entity (including, without limitation, the Palestinian Authority²). This restriction applies to any payment of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

(B) This provision shall be included in all contracts, subcontracts, grants and subawards/subgrants or any other instruments or awards issued under this Agreement.

(3) Restriction on Facility Names (September 2009)

(A) No assistance shall be provided under this Grant for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Recipient shall provide to USAID's Agreement Officer's Representative (AOR) written information about the person(s) or group and shall not proceed with the assistance unless or until the AOR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

(B) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.

(C) This provision, including this paragraph (3), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contain this provision.

(4) Reporting of Foreign Taxes (August 2005)

(A) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.

(B) Contents of Report

The reports must be in the format provided by USAID/West Bank & Gaza and contain:

- (i) Recipient name.
- (ii) Contact name with phone, fax and email.
- (ii) Award number(s); separate report needs to be provided for each award.

² This would also include the Palestinian Broadcasting Corporation and other PA-owned entities

- (iv) Amount of foreign taxes assessed by the Palestinian Authority on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
- (vi) Any reimbursements on the taxes reported in (D) received by the recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.
- (vii) Reports are required even if the Recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the Recipient is implementing more than one program in a foreign country.

(C) Definitions

For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes only a Palestinian Authority entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(D) Submission

Submit the reports by either of the following means: email attachment (preferred): 579vat@usaid.gov or fax: 972-3-511-4888, attention

(E) Subagreements

The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(5) Value Added Tax and Customs Duties (March 2005)

(A) Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Recipient and by non-local subgrantees and subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with 2 CFR 200.470 such VAT and customs duties shall not constitute allowable costs under this award. No exemptions from VAT imposed by the GOI are available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Recipient directly.

(B) The Recipient and any non-local subgrantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by obtaining 0% VAT exemption. USAID will assist the Recipient to obtain zero percent (0%) VAT status from the PA. The Recipient shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

(C) In cases where Israeli and Palestinian VAT cannot be avoided, the Recipient shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Recipient is responsible for ensuring that subgrantees or subcontractors comply with this requirement. All VAT claims for the subgrantees and subcontractors shall be submitted to USAID through Recipient. (Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees by USAID/West Bank & Gaza). Receipts for subgrantees and subcontractors must be addressed to the project name / name of the Recipient to enable USAID to claim refunds.

(D) Recipients that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Recipient which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

(E) "Non-local subgrantees and subcontractors" means subgrantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

(i) Pre-Award Partner Vetting Requirements

(a) The recipient must comply with the vetting requirements for key individuals under this award.

(b) Definitions: As used in this provision, "key individual," "key personnel," and "vetting official" have the meaning contained in 22 CFR 701.1.

(c) The Recipient must submit within 15 days a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified below when the Recipient replaces key individuals with individuals who have not been previously vetted for this award. Note: USAID will not approve any key personnel who are not eligible for approval after vetting. The designated vetting official is:

Vetting Official:
Address:
Email:


555 12th Street N.W. 8th Floor, Washington, D.C. 20005
HAVettingWBG@usaid.gov

(d) (1) The vetting official will notify the Recipient that it:

- (i) Is eligible based on the vetting results,
- (ii) Is ineligible based on the vetting results, or
- (iii) Must provide additional information, and resubmit the

USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include information that USAID determines releasable. USAID will determine what information may be released consistent with applicable law and Executive Orders, and with the concurrence of relevant agencies.

(e) The inability to be deemed eligible as described in this award term may be determined to be a material failure to comply with the terms and conditions of the award and may subject the recipient to suspension or termination as specified in the subpart "Remedies for Noncompliance" at 2 CFR part 200.

(f) Reconsideration:

(1) Within 7 calendar days after the date of the vetting official's notification, the recipient or prospective subrecipient or contractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the recipient's additional information merits a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the Recipient has passed vetting does not constitute any other approval under this award.

(h) When the prime recipient anticipates that it will require prior approval for a subaward in accordance with 2 CFR 200.308(c)(6) the subaward is subject to vetting. The prospective subrecipient must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (c) of this provision. The agreement officer must not approve a subaward to any organization that has not passed vetting when required.

(i) The recipient agrees to incorporate the substance of paragraphs (a) through (i) of this award term in all first tier subawards under this award.

(i) Use of Notwithstanding Authority

Notwithstanding the Standard Provision set forth in Attachment 3 of this Agreement entitled "Ineligible Countries," the Recipient is hereby authorized to conduct the program in the country described in Attachment 2 of this Agreement. USAID/BHA has used its Notwithstanding Authority for this Award.

1.14 STANDARD PROVISIONS

The following Standard Provisions apply to this Agreement. The full text of these Standard Provisions is set forth in Attachment 3 of this Agreement.

(a) Mandatory Standard Provisions

- M1. APPLICABILITY OF 2 CFR 200 AND 2 CFR 700 (NOVEMBER 2020)
- M2. INELIGIBLE COUNTRIES (MAY 1986)
- M3. NONDISCRIMINATION (JUNE 2012)
- M4. AMENDMENT OF AWARD (JUNE 2012)
- M5. NOTICES (JUNE 2012)
- M6. SUBAWARDS AND CONTRACTS (DECEMBER 2022)
- M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)
- M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)
- M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)
- M10. DRUG-FREE WORKPLACE (JUNE 2012)
- M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
- M12. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (JUNE 2023) [DEVIATION NO. BHA-DEV-ADS-23-01]
- M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)
- M14. REGULATIONS GOVERNING EMPLOYEES (OCTOBER 2023)
- M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)
- M16. USE OF POUCH FACILITIES (AUGUST 1992)
- M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
- M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- M20. TRAFFICKING IN PERSONS (APRIL 2016)
- M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012) **“THIS PROVISION IS NOT APPLICABLE UNDER THIS AWARD BASED ON A DEVIATION APPROVED BY M/OAA DIRECTOR”.**
- M22. LIMITING CONSTRUCTION ACTIVITIES (AUG 2023)
- M23. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
- M24. ENHANCEMENT OF RECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)
- M25. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY(OCTOBER 2014)
- M26. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
- M27. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)
- M28. MANDATORY DISCLOSURES (JUNE 2023)
- M29. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)
- M30. CONFLICT OF INTEREST (AUGUST 2018)
- M31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DECEMBER 2022)
- M32. USAID DISABILITY POLICY – ASSISTANCE (DECEMBER 2022)
- M33. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (DECEMBER 2022)
- M34. EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)

(b) Required-as-Applicable Standard Provisions

- RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (NONPROFIT) (NOVEMBER 2020)
- RAA13. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)
- RAA19. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

(b)(4)

ATTACHMENT 2 – PROGRAM DESCRIPTION

The Recipient's proposal entitled [REDACTED] and dated November 10, 2023, is attached hereto as the Program Description (Attachment 2) and is made a part of this Agreement. In accordance with 2 CFR 200.308(b), the Recipient shall report and request approval for changes in the scope or the objective of the project (even if there is no associated budget revision requiring prior written approval). In lieu of the Agreement Officer, the Recipient shall report any such deviations, and submit requests for approval of changes to the scope and objectives, to the AOR. Except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, the Agreement Officer will still provide any required approvals (or disapprovals).

Request to USAID/Bureau for Humanitarian Assistance for a New Award

ACTIVITY SUMMARY

Proposed Activity Name:			
Applicant Organization Name:			
Headquarters Contact Information		Field Contact Information	
Contact Person:	(b)(6)	Contact Person:	(b)(6)
Street Address:		Street Address:	(b)(6)
Telephone:		Telephone:	(b)(6)
Email:	(b)(6)	Email:	(b)(6)
Submission Date:	7 November 2023		
Applications for New Funding		Applications for Modification to an Existing Award	
Proposed Start Date:	15 November 2023	Existing Award Number:	
Proposed Geographic Area:	Gaza and West Bank	Proposed Start Date:	
Proposed Activity Duration (in months):	12 months	Proposed Extension Duration (in months):	
Restricted and Quality Assured Commodities: Are you requesting BHA funding for procurement of the following categories of commodities?			
Seeds	No	Fertilizer	No
Livestock	No	Used Equipment	No
Pharmaceuticals - Human	No	USG-owned Excess Property	No
Pharmaceuticals - Veterinary	No	Purchase of vehicles not manufactured in the U.S. or leases greater than 180 days	No
Pesticides (including pesticide-containing materials, LLINs, and pesticide-treated seeds)	No		
Payments: Are you requesting an electronic payments (e-payments) waiver? [See Sector Requirements Section 18.1]			No

[Redacted]

(b)(4)

Are you proposing sub-awards? [See Common Requirements Section 10.3.2] (b)(4)

Are you proposing construction? [See Sector Requirements Section 2.5] (b)(4)

Theory of Change Statement: (b)(4)

Funding Overview (Activity Level)		Beneficiary Overview (Activity Level)	
Dollar Amount Requested from BHA:	\$7,000,000 USD	Total Number of People Affected in the Target Area:	(b)(4)
Estimated Dollar Value of Title II US In-kind Contributions:	0	Total Number of Unique People Targeted (Individuals):	(b)(4)
Dollar Amount Requested from Other Sources:	0	Total Number of Internally Displaced Persons (IDP) Targeted (Individuals) as a subset of total beneficiaries:	(b)(4)
Dollar Value of In-kind Contributions (non Title II food):	0	Total Number of Refugees Targeted (Individuals) as a subset of total beneficiaries:	(b)(4)
Estimated Total Dollar Amount of Activity:	\$7,000,000 USD		

Purpose and Sector Overview

Purpose: Conflict-affected households meet their basic needs, including food
 Food Security Purpose? (b)(4)

Sector Name: (b)(4)

Dollar Amount Requested (Sector Level): (b)(4) Number of Beneficiaries Targeted (Sector Level): (b)(4)

Sub-Sectors: (b)(4) Number of IDPs Targeted (Sub-set of sector level total): (b)(4)

Keywords: (b)(4) Number of Refugees Targeted (Sub-set of sector level total): (b)(4)

Targeted geographic area(s) for this sector: (b)(4)

(b)(4)

Key Sector Activities: (b)(4)

[Redacted]

Sector Name:	Food Assistance		
Dollar Amount Requested (Sector Level):	(b)(4)	Number of Beneficiaries Targeted (Sector Level):	(b)(4)
Sub-Sectors:	(b)(4)	Number of IDPs Targeted (Sub-set of sector level total):	(b)(4)
Keywords:	(b)(4)	Number of Refugees Targeted (Sub-set of sector level total):	(b)(4)
Targeted geographic area(s) for this sector:	(b)(4)		
Key Sector Activities:	(b)(4)		
Purpose:	Conflict-affected households access safe and dignified shelter	Food Security Purpose?	
		(b)(4)	
Sector Name:	Shelter and Settlements		
Dollar Amount Requested (Sector Level):	(b)(4)	Number of Beneficiaries Targeted (Sector Level):	(b)(4)
Sub-Sectors:	(b)(4)	Number of IDPs Targeted (Sub-set of sector level total):	(b)(4)
Keywords:	(b)(4)	Number of Refugees Targeted (Sub-set of sector level total):	(b)(4)
Targeted geographic area(s) for this sector:	(b)(4)		
Key Sector Activities:	(b)(4)		
Sector Name:	WASH		
Dollar Amount Requested (Sector Level):	(b)(4)	Number of Beneficiaries Targeted (Sector Level):	(b)(4)
Sub-Sectors:	(b)(4)	Number of IDPs Targeted (Sub-set of sector level total):	(b)(4)

(b)(4)

Keywords:	(b)(4)	Number of Refugees Targeted (Sub-set of sector level total):	(b)(4)
Targeted geographic area(s) for this sector:	(b)(4)		
Key Sector Activities:	(b)(4)		
Purpose:	Support conflict-affected households to improve their wellbeing	Food Security Purpose?	(b)(4)
Sector Name:	Protection		
Dollar Amount Requested (Sector Level):	(b)(4)	Number of Beneficiaries Targeted (Sector Level):	(b)(4)
Sub-Sectors:	(b)(4)	Number of IDPs Targeted (Sub-set of sector level total):	(b)(4)
Keywords:	(b)(4)	Number of Refugees Targeted (Sub-set of sector level total):	(b)(4)
Targeted geographic area(s) for this sector:	(b)(4)		
Key Sector Activities:	(b)(4)		

(b)(4)

(b)(4)

Program Title: (b)(4)
 Original Submission: November 6, 2023
 Revised Submission: November 10, 2023

ATTACHMENT 3 – STANDARD PROVISIONS

(Note: Throughout this Agreement, the following terms may be used interchangeably: (a) "Grant Officer" and "Agreement Officer;" (b) "Grantee," "Recipient," and "Awardee;" (c) "Grant," "Cooperative Agreement," "Agreement," and "Award;" (d) Agreement Officer's Representative, "Cognizant Technical Officer," "Project Officer," and "Activity Manager;" (e) "Subaward," "Subgrant," and "Subagreement;" and (f) "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars (\$) mean U.S. dollars or the equivalent thereof in another currency. References to "USAID," without an indication of the specific position or individual within USAID, shall mean "Agreement Officer" unless otherwise indicated or delegated to another USAID position or individual by the Agreement Officer.)

a) MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS**M1. APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (NOVEMBER 2020)**

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

[END OF PROVISION]

M2. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

M3. NONDISCRIMINATION (JUNE 2012)

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

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

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

[END OF PROVISION]

M4. AMENDMENT OF AWARD (JUNE 2012)

This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

[END OF PROVISION]

M5. NOTICES (JUNE 2012)

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

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

[END OF PROVISION]

M6. SUBAWARDS AND CONTRACTS (DECEMBER 2022)

- a. Subrecipients and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subrecipients 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]

M7. 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	Burden Estimate	OMB Approval Number	Expiration Date
Accounting, Audit, and Records	4 hours	0412-0510	09/30/2025
Debarment, Suspension, and Other Responsibility Matters	4 hours	0412-0510	09/30/2025
Travel and International Air Transportation	4 hours	0412-0510	09/30/2025
Ocean Shipment of Goods	4 hours	0412-0510	09/30/2025
Trafficking in Persons	8 hours	0412-0510	09/30/2025
USAID Implementing Partner Notices (IPN) Portal Assistance	4 hours	0412-0510	09/30/2025
Mandatory Disclosures	40 hours	0412-0510	09/30/2025
Conflict of Interest	8 hours	0412-0510	09/30/2025
Negotiated Indirect Cost Rates – Predetermined	40 hours	0412-0510	09/30/2025
Negotiated Indirect Cost Rates – Provisional (Nonprofit)	40 hours	0412-0510	09/30/2025
Negotiated Indirect Cost Rate – Provisional (Profit)	40 hours	0412-0510	09/30/2025
Indirect Costs – Negotiated Indirect Cost Rate Agreement (NICRA)	40 hours	0412-0510	09/30/2025
Fly America Act Restrictions	4 hours	0412-0510	09/30/2025
Voluntary Population Planning Activities – Supplemental Requirements	8 hours	0412-0510	09/30/2025
Title to and Care of Property (Cooperating Country Title)	16 hours	0412-0510	09/30/2025
Investment Promotion	8 hours	0412-0510	09/30/2025
Reporting Host Government Taxes	1 hour	0412-0510	09/30/2025
Cost Share	24 hours	0412-0510	09/30/2025
Protection of Human Research Subjects	24 hours	0412-0510	09/30/2025
Patent Reporting Procedures	16 hours	0412-0510	09/30/2025

Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect	20 hours	0412-0624	8/31/2026
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[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)

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

b. Ineligible and Restricted Commodities and Services:

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

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: <http://www.usaid.gov/ads/policy/300/310>.

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]

M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

a. The recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals:

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and
- (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subawards or contracts under this award with a person or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov). The recipient further agrees to include the following provision in any subawards or contracts entered into under this award:

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

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

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

[END OF PROVISION]

M10. DRUG-FREE WORKPLACE (JUNE 2012)

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

[END OF PROVISION]

M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

a. Faith-Based Organizations Encouraged

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

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

b. Explicitly Religious Activities Prohibited.

- (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
- (2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.
- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID funded activities.
- (4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:
 - (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
 - (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
 - (iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

d. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

- e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.
- f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
- g. This provision must be included in all subawards under this award.

[END OF PROVISION]

M12. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (JUNE 2023) [DEVIATION NO. BHA-DEV-ADS-23-01]

- a. In carrying out activities under this award, except as exempt or authorized by a specific license or general license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the recipient must not engage in transactions with, or provide resources or support to, any individual or entity sanctioned by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or on the UN Security Council Consolidated List. (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).
- b. The recipient must maintain internal controls and exercise reasonable due diligence to comply with the requirements in paragraph (a), including to minimize transactions with, or the provision of resources or support to, any sanctioned individuals or entities where the recipient relies on any OFAC specific license or general license (for general licenses, see subpart E of each sanctions program in 31 CFR Subtitle B, Chapter V or the OFAC website for the relevant program), which may effectively incorporate relevant authorizations and exemptions by the UN Security Council.
- c. If the recipient becomes aware that any activity funded under this award involves a transaction with, or the provision of resources or support to, any sanctioned individual or entity, including for any transaction covered under a specific license or general license, the recipient must submit a semi-annual report to the Agreement Officer's Representative (AOR) with a copy to the Agreement Officer by March 31 and September 30 of each year, itemizing the following information for each transaction:
 - (1) Payments of funds under this award in the form of taxes, tolls, and fees to, or for the benefit of, sanctioned individuals or entities. For each payment, the recipient will make best efforts to include details about the amount paid, the approximate date and location of the payment, the name of the individual or entity receiving the payment, a description of how such payment facilitated the assistance activities, and remedial steps, if any, taken to address the issue;
 - (2) Any diversions of funds, supplies, or services, under this award by sanctioned individuals or entities. For each diversion, the recipient will make best efforts to include details about the circumstances of the diversion, the name of the individual or entity causing the diversion, estimated value diverted, the approximate date and location of the diversion, description and intended destination, and remedial steps, if any, taken to address the issue; and
 - (3) Any relevant additional information the recipient deems appropriate on obstacles to the provision of assistance under this award.

- d. If there were no known payments to, or diversions by, a sanctioned individual or entity during the reporting period, the recipient does not need to submit a report for that period under paragraph (c).
- e. The recipient must retain records related to any transaction reported under paragraph (c) for at least 5 years after the date of any subject transaction.
- f. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.
- g. The recipient must include this provision in all subawards and contracts issued under this award. The recipient is responsible for the submission of any reporting as required under paragraph (c) of this provision.

[END OF PROVISION]

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)

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

Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

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

- e. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:
- “This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”*
- f. The recipient must provide the USAID AOR with two copies of all program and communications materials produced under this award.
- g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
 - (4) Impair the functionality of an item;
 - (5) Incur substantial costs or be impractical;
 - (6) Offend local cultural or social norms, or be considered inappropriate; or
 - (7) Conflict with international law.
- h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.
- (1) Approved waivers “flow down” to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
 - (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- i. The recipient must include the following marking provision in any subawards entered into under this award:
- “As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”*

[END OF PROVISION]

M14. REGULATIONS GOVERNING EMPLOYEES (OCTOBER 2023)

- a. While working overseas, the recipient's employees who are not citizens of the cooperating country must maintain private status, and may not rely on local U.S. Government offices or facilities for support while under this award.
- b. The sale of personal property or automobiles by the recipient's non-cooperating country citizen employees and their dependents in the foreign country to which they are assigned is subject to the same limitations and prohibitions that apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the recipient, employees of the recipient who are not citizens of the cooperating country must not engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned. In addition, the individual must not make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees who are not citizens of the cooperating country, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. If the recipient determines that the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's Chief of Party must consult with the Agreement Officer, the Agreement Officer's Representative, the USAID Mission Director, and the employee involved, and must recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen, or the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.
- h. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party.

[END OF PROVISION]

M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the cooperating country, and from time to time as appropriate, the recipient's chief of party must consult with the Mission Director who must provide, in writing, the procedure the recipient and its employees must follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

M16. USE OF POUCH FACILITIES (AUGUST 1992)

- a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:
- (1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.
 - (2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).
 - (3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.
 - (4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
 City Name of post (USAID/_____)
 Agency for International Development
 Washington, DC 20523-0001
 - (5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
 - (6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.
- b. The recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.
- c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. TRAVEL COSTS

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

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from

time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

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

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest

and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <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]

M18. 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
Email: oceantransportation@usaid.gov

b. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote