SUBCONTRACT AGREEMENT No. 1002272-18-30845-00

Under
Cooperative Agreement No. AID-OAA-A-13-00085

For
Building Capacity for African Agricultural Transformation (Africa Lead II) Program

Prime: DAI Global, LLC
7600 Wisconsin Avenue, Ste. 200
Bethesda, MD 20814
Tel: (301) 771-7600
Fax: (301) 771-7777

Subcontractor: Global Integrity
1110 Vermont Ave NW, Suite 500
Washington, DC 20005
202-449-4100

DUNS: 023717439

Type of Subcontract: Cost Reimbursable Subcontract

Period of Performance: October 17, 2018 – July 31, 2019

Ceiling Amount: $63,842

Currency: USD

Each party represents that it has read this entire subcontract and agrees to perform in accordance with the terms and conditions contained herein. Each signatory to this subcontract warrants by affixing his or her signature below that he or she is duly authorized to bind the party whom such signatory represents.

By signing this Subcontract, the Subcontractor certifies (1) that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any United States Federal agency; and (2) that it is in compliance with Article 35.11 (Anti-lobbying).

DAI Global, LLC.

Name: Nathalie Augusti
Title: Director of Contracts
Date: 10 January 2018

Global Integrity

Name: [Signature]
Title: EXECUTIVE DIRECTOR
Date: 12/17/18
PREAMBLE

THIS SUBCONTRACT AGREEMENT, entered into by and between DAI Global, LLC, a corporation organized and existing under the laws of the State of Delaware, with offices located at 7600 Wisconsin Avenue, Suite 200, Bethesda, MD 20814 (hereinafter “Contractor” or “DAI”) and Global Integrity, an organization located at 1110 Vermont Ave NW, Suite 500, Washington, DC 20005 (hereinafter sometimes referred to as the “Subcontractor” or Global Integrity.

WITNESS THAT:

WHEREAS, DAI has on the 17th day of October 2018, entered into Cooperative Agreement No. AID-OAA-A-13-00085, Title: “Building Capacity for African Agricultural Transformation (Africa LEAD II)”, (“Client Award”) with the United States Agency for International Development (USAID) (the “Client”); and,

WHEREAS, DAI wishes to retain the Subcontractor to perform a certain portion of the work required by the Client Contract;

NOW, THEREFORE, in consideration of the promises, the parties hereby agree as follows:

SCHEDULE

ARTICLE 1. SCOPE OF WORK

The U.S. Agency for International Development has contracted with DAI to implement the Africa LEAD II in countries all across Africa. The objective of the project is to support the advancement of agricultural transformation in Africa. Subcontractor shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this subcontract agreement. Subcontractor shall provide the personnel, materials, equipment, property, and travel necessary to perform the effort (hereinafter known as the “Work”) as further described in Article 8, Statement of Work.

ARTICLE 2. SUBCONTRACT TYPE

This Subcontract is to be performed on a Cost Reimbursable basis, which provides for payment of allowable incurred costs, up to the total estimated cost, in accordance with terms hereinafter set forth. Estimated total cost includes estimated direct labor in cost (which shall include wages, all indirect cost loadings such as overhead, general and administrative expenses [G&A], and taxes), and travel and other direct costs (ODCs) that have been pre-authorized via the terms and conditions identified in Article 12, Travel and Other Direct Costs, herein.
ARTICLE 3. SUBCONTRACT CEILING VALUE

3.1 A Not-to-Exceed (NTE) ceiling value for this subcontract is established at the amount of $63,842, in accordance with the budget incorporated herein as Attachment D. The ceiling value shall change only via a mutually agreeable modification to this subcontract agreement.

3.2 For the ceiling value identified in section 3.1, the amounts allocated to Total Cost are indicated below.

   a. Total, Estimated Cost            $ 63,842

ARTICLE 4. PERFORMANCE STANDARDS

4.1 Evaluation of the Subcontractor’s overall performance in accordance with the general performance standards set forth herein shall be conducted jointly by the DAI Contract Administrator and the Regional Director and shall form the basis on the Subcontractor’s permanent performance record with regard to this subcontract. Specifically-tailored performance standards, within the general performance standards set forth below, may be included in the Subcontract

   a) Quality of Work
   b) Cost Control/Effectiveness
   c) Timeliness
   d) Customer Satisfaction by USAID
   e) Customer satisfaction by End-Users

ARTICLE 5. SUBCONTRACT AMOUNT AND PAYMENTS

5.1 This Subcontract is fully funded in the amount of $63,842. The Funded Value of the Subcontract shall not exceed the Ceiling Value as established in Article 3.1, unless the Ceiling Value is increased by a subcontract modification executed by DAI and the Subcontractor.

5.2 DAI shall not be obligated to compensate Subcontractor for any Work performed or expenses incurred in excess of the Funded Value. Subcontractor shall notify DAI’s Contractual Representative in writing whenever the incurred costs are expected in the next 60 days, when added to all costs previously incurred, to exceed 75% of the obligated amount.

ARTICLE 6. STATEMENT OF WORK

6.1 The Subcontractor shall, except as otherwise provided, furnish the personnel, materials, equipment, property, and travel necessary to perform the Work as described in the Statement of Work, which is incorporated herein as Attachment A. All efforts performed shall also be in accordance with the terms and conditions of the Subcontract and any attachments specifically incorporated by reference herein and modifications hereto. For all Work performed, the
Subcontractor shall report to and, where required, seek approval from DAI throughout the life of this subcontract agreement.

ARTICLE 7. INVOICES

7.1. The Subcontractor shall submit invoices not more frequently than once per month, in accordance with the instructions identified in Attachment E, Subcontractor Sample Invoice Format, herein, (original plus one copy), to the attention of Accounts Payable at the following address:

DAI
7600 Wisconsin Avenue, Suite 200
Bethesda, MD 20814
Attention: Shannon Sarbo

7.2. The Subcontractor shall submit a copy of receipts for all expenses over $75 as well as copies of timesheets for labor costs. The Subcontractor should retain on file the original receipts for expenditures and individuals’ original timesheets for claimed labor costs, and work rendered and accepted during the invoice billing period. Original documentation should be made available to an authorized representative of DAI or the US Government (identified in Articles 15 and 16, herein) upon request.

7.3 With the exception of the final invoice for indirect cost rate adjustments, all invoices must be submitted for payment in the proper format no later than 60 days following performance of work. DAI is under no obligation to reimburse Subcontractor for invoices received later than 60 days after performance of work.

7.4 In accordance with the terms and conditions of Article 34, Close Out Procedures, Subcontractor shall submit a Final Invoice upon completion of the Work as identified and required by this subcontract agreement. Subcontractor is directed to Article 34 for additional information regarding Close Out Procedures.

ARTICLE 8. PAYMENT

DAI shall pay the Subcontractor within thirty (30) calendar days following acceptance by DAI of said invoice. Payment of Subcontractor invoices by DAI shall not constitute final approval of the invoices. All charges invoiced by Subcontractor remain subject to DAI and/or government audit and subsequent adjustment. Subcontractor agrees to reimburse DAI for any costs disallowed by USAID, if payment was received by Subcontractor.

ARTICLE 9. TRAVEL AND OTHER DIRECT COSTS

9.1 When pre-authorized in writing from the DAI technical representative identified in Article 16, herein, travel expenses such as lodging, per diem, fuel and others, as required during the performance of this Subcontract, will be reimbursed subject to the terms and conditions herein,
and in accordance with Federal Travel Regulations and / or other regulations identified in DAI’s prime contract with its Client. Costs for unauthorized travel will not be paid under this Agreement. The Subcontractor shall comply with the maximum lodging and per diem rates established by the Department of State and available at www.state.gov/m/a/als/prdm/.

9.2 For any Other Direct Costs (ODCs) aside from travel and not included in the budget incorporated in Attachment D herein, Subcontractor shall obtain written approval from DAI’s technical or contractual representative (as identified in Articles 15 and 16 herein) prior to incurring costs. Upon submitting claims for payment for said expenses, Subcontractor shall provide a sufficiently detailed description of the expenses as to permit a rapid review and determination by DAI to confirm that expenses are allowable under the terms and conditions of this subcontract agreement and DAI’s prime contract agreement with its client.

ARTICLE 10. NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing under this subcontract, during the term of this subcontract, and for one year following the termination or expiration of this subcontract, without the prior written consent of the other party. This provision shall not prevent any employee of either party applying for a publicly advertised position of the other.

ARTICLE 11. CONTRACTUAL REPRESENTATIVES

Subcontractor contacts with DAI regarding subcontract terms and conditions, issues, etc. shall be made with DAI’s designated Subcontract Administrator. Agreements and/or actions taken by the Subcontractor which by their nature effect a change to this Agreement shall only be binding upon the Subcontractor when such agreement or action is specifically authorized in writing by DAI’s authorized representative. All correspondence between the Subcontractor and the Contractor shall be addressed to the Subcontract Administrator (with copy to the Chief of Party, as designated in Article 16 below). For purposes of this Agreement, the following individuals are designated as DAI’s and Subcontractor’s contractual representatives. The individuals listed below are authorized to bind the Contractor and Subcontractor contractually:

<table>
<thead>
<tr>
<th>DAI</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Harris</td>
<td>Johannes Tonn</td>
</tr>
<tr>
<td>Contract Administrator</td>
<td>Director</td>
</tr>
<tr>
<td>DAI</td>
<td>Global Integrity</td>
</tr>
<tr>
<td>7600 Wisconsin Ave., Suite 200</td>
<td>1110 Vermont Ave NW,</td>
</tr>
<tr>
<td>Bethesda, MD 20814</td>
<td>Suite 500</td>
</tr>
<tr>
<td>Phone: (301) 771-7600</td>
<td>Washington, DC 20005</td>
</tr>
<tr>
<td>Fax.: (301) 771-7777</td>
<td>Phone: (202) 449-4100</td>
</tr>
<tr>
<td>e-mail : <a href="mailto:Tom_Harris@dai.com">Tom_Harris@dai.com</a></td>
<td>e-mail: <a href="mailto:Johannes.Tonn@globalintegrity.org">Johannes.Tonn@globalintegrity.org</a></td>
</tr>
</tbody>
</table>

ARTICLE 16. TECHNICAL REPRESENTATIVES

16.1 The Contractor’s day-to-day technical project representative under this Agreement is the Chief of
Party or his/her designee. The Chief of Party and/or his/her designee are responsible for providing technical direction hereunder. The term “technical direction” is defined to comprise: i) directions to the Subcontractor which direct or redirect Level of Effort, shift work emphasis between work areas or tasks, require pursuing of certain lines of inquiry, fill in details or otherwise serve to accomplish the work described in the Statement of Work, ii) furnishing information to the Subcontractor which assists in the interpretation of specifications or technical portions of the Statement of Work, and iii) review and approval of technical reports, specifications and technical information to be delivered by the Subcontractor to DAI under the Subcontract Agreement.

16.2 Technical direction must be within the general scope of this Agreement. The Chief of Party, or his/her designated representative shall not issue any direction which: i) constitutes an assignment or additional work outside the general scope of the Agreement, ii) constitutes a change as defined by the clause herein entitled “Changes,” iii) in any manner causes an increase or decrease in the estimated cost of or the time required for Subcontractor’s performance pursuant to this subcontract, or iv) change any of the express terms, conditions, or specifications of the Agreement. The Subcontractor shall proceed promptly with the performance of technical directions duly issued by the Chief of Party in accordance with this clause. If, in the opinion of the Subcontractor, any instruction or direction issued by the Chief of Party is within the categories as defined in items (i) – (iv) above, the Subcontractor shall notify the Contract Administrator immediately after receipt of any such instruction or direction and shall request direction as to how to proceed from the Contract Administrator. For purposes of correspondence in accordance with paragraph 16.1 above, the Chief of Party may be reached at the following address:

DAI
DAI Global
Steve Smith
Tel: (301) 771-7600
Fax: (301) 771-7777
e-mail: Steve_Smith@dai.com

Subcontractor
Global Integrity
Johannes Tonn
Tel: (202) 449-4100
e-mail: Johannes.Tonn@globalintegrity.org

16.3. Shannon Sarbo is Africa Lead II’s Deputy Chief of Party/BFS. She is the point of contact for technical program-related matters as designated by DAI’s Chief of Party. The contact information for Africa Lead II’s Deputy Chief of Party/BFS is:

DAI
7600 Wisconsin Avenue, Suite 200
Bethesda, MD 20814
Attention: Shannon Sarbo
Tel: (301) 771-7863
Fax: (301) 771-7777
E-Mail: Shannon_Sarbo@dai.com

ARTICLE 17. COMMUNICATIONS WITH CLIENT

All of the Subcontractor’s contractual written or oral communications with or to the Client, or local agencies relative to work under the Subcontract, must be through or with the authorization of DAI’s
Contract Administrator. Should Subcontractor be required to communicate directly with DAI’s Client, Subcontractor shall request written consent from DAI within a reasonable amount of time prior to any communications taking place, and such consent shall not be unreasonably withheld.

ARTICLE 18. INSURANCE

18.1 The Subcontractor shall purchase and maintain throughout the course of the Work and period of performance of this subcontract agreement, such insurance as will protect the Subcontractor, Client, and DAI from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen’s compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subcontractor or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Subcontractor will provide the Contractor with satisfactory evidence of compliance with this requirement.

The following are the required types of coverage and minimum amounts for each:

- **Commercial General Liability.** Throughout the period when work is performed and until final acceptance by DAI, Subcontractor shall carry and maintain and ensure that all subcontracts carry and maintain, Commercial General Liability insurance with available limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under Article 18 herein). Such insurance shall not be maintained on a per project basis unless the respective Subcontractor, or Subcontractors, does not maintain blanket coverage.

- **Automobile Liability.** If licensed vehicles will be used in connection with the performance of the Work, Subcontractor shall carry and maintain, and ensure that any Subcontractor who uses a licensed vehicle in connection with the performance of the Work carries and maintains, throughout the period when Work is performed and until final whether owned, hired, rented, borrowed, or otherwise, with available limits of liability of not less than One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

- **Workers’ Compensation.** Subcontractor shall, throughout the period when work is performed and until final acceptance by DAI, carry and maintain, and ensure that all Subcontractors carry and maintain, insurance in accordance with the applicable laws relating to Workers’ compensation covering all of their respective employees.

- **Defense Base Act (DBA).** Subcontractor (a) agrees to procure Defense Base Act (DBA) Insurance pursuant to the terms of the contract between USAID and USAID’s DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by
the Department of Labor or has an approved retrospective rating agreement for DBA. (b) If USAID or the contractor has secured a waiver of DBA coverage (see 48 CFR AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. (c) The Subcontractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workers' compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

To obtain DBA insurance, Contractors and subcontractors are to contact AON Risk Insurance Services (AON), the agent for Allied World Assurance Company (AWAC). AWAC is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain this insurance, contact AON at either one of these two locations:

(1) AON Risk Insurance Services West, Inc.
199 Fremont St, Suite 1400, San Francisco, CA 94105
Hours: 8:30 AM to 5:00 PM Pacific Time
Primary contact: Fred Robinson, Phone (415) 486-7516 or
Secondary contact: Angela Falcone, Phone (415) 486-7000

Or

(2) AON Risk Insurance Services East, Inc.
1120 20th St, NW, Suite 600, Washington, DC 20036
Hours: 8:30 AM to 4:00 PM Eastern Time
Primary contact: Ellen Rowan, Phone (202) 862-5306 or
Secondary contact: Chris Thompson, Phone (202) 862-5302

18.2 Proof of Insurance. Prior to the commencement of the Work, Subcontractor shall provide for DAI's review evidence of Insurance reflecting full compliance with the requirements set forth in this Article 18, as applicable in the form of a Certificate of Insurance and other related documents. Such documents shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by DAI, and shall, based on Subcontractor's best efforts, provide for thirty (30) days advance written notice to DAI in the event of cancellation. Failure of Subcontractor or any Subcontractors to furnish Proof of Insurance, or to procure and maintain the insurance required herein, or failure of DAI to request such proof of coverage shall not constitute a waiver of the respective Subcontractors obligations hereunder.

ARTICLE 19. INDEMNIFICATION

19.1 The Subcontractor shall defend, indemnify, and hold harmless the Client, DAI, and DAI's agents, officers and directors, and employees, from and against any and all claims, liability, losses, cost or
expenses, including attorney's fees, arising out of the acts, errors or omissions of the Subcontractor, its agents, officers and directors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subcontractor agrees to flow down the substance of this clause to all applicable consultants and subcontractors. Likewise, DAI shall defend, indemnify, and hold harmless the Subcontractor and its agents, officers and directors, and employees from and against all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of DAI, its agents, officers and directors, employees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this agreement.

19.2 The Subcontractor further agrees that if DAI should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article 18, Insurance on the part of the Subcontractor, while engaged in the Work as identified in this agreement, the Subcontractor will indemnify, and hold harmless DAI and the Client from any such costs which the Subcontractor may legally be required to pay.

19.3 Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than DAI and the Subcontractor.

ARTICLE 20. INTELLECTUAL PROPERTY RIGHTS

20.1 The Subcontractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Subcontractor shall indemnify and save DAI and DAI’s Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subcontractor under this Agreement.

20.2 Any deliverable produced under this subcontract shall be the property of DAI’s Client, if applicable and as defined in DAI’s prime contract with its Client. Additionally, any pre-existing item from either party shall remain the property of that party throughout the life of this subcontract agreement and said party shall retain all rights and privileges to ownership. Any item that is jointly developed during the course of this subcontract agreement shall be either owned by DAI’s Client or jointly owned by both parties, dependent upon the terms and conditions of DAI’s prime contract with its Client.

ARTICLE 21. WARRANTY

The Subcontractor shall be responsible for the professional quality, technical accuracy, and the coordination of all material produced and services furnished by the Subcontractor under this Agreement. Subcontractor warrants that all goods and services (to include any recommendations made or reports submitted) provided under this subcontract agreement shall be new and free from defects and faults in
material and workmanship, suitable for their intended purpose, fit for consumer use, if applicable, of the highest industry standard, and in conformance with any and all technical specifications, drawings, and standards of quality and performance provided by either DAI or its Client. Any goods or deliverables required under this subcontract agreement shall be in the format specified by DAI and shall be subject to acceptance by DAI. Additionally, Subcontractor's warranties together with any service warranties from third parties, to include manufacturer or supplier warranties, shall comply with all requirements identified in DAI’s prime contract with its Client and shall be passed on to and in the name of both DAI and DAI’s Client. Said warranties shall survive any delivery, inspection, acceptance, or payment by DAI.

ARTICLE 22. INSPECTION AND ACCEPTANCE

22.1 DAI has the right to inspect and test all work, services and materials performed or provided under this Subcontract, to the extent practicable at all places and times during the term of the Subcontract. DAI shall perform inspections and tests in a manner that will not unduly delay the Work. If any inspection or evaluation is made by DAI on the premises of the Subcontractor or sub-tier subcontractors, the Subcontractor shall provide, and shall require sub-tier subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of DAI representatives in the performance of their duties.

22.2 If any of the services performed do not confirm with Subcontract requirements, DAI may require the Subcontractor to perform the services again in conformity with Subcontract requirements, for no additional fee. If such deficiencies are not corrected in a timely manner, DAI may cause the same to be corrected and deduct such corrective action costs incurred from monies otherwise due to the Subcontractor. The Subcontractor shall be liable for such excess costs and shall reimburse DAI within thirty (30) calendars days of receipt of invoice. This corrective action shall not limit the application of any other warranty or remedy available hereunder or by law. When the defects in services cannot be corrected by re-performance, DAI may require the Subcontractor to take necessary action to ensure that future performance conforms to Subcontract requirements. If the Subcontractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Subcontract requirements, DAI may terminate the Subcontract for default. If this Subcontract is terminated for default and DAI is forced to obtain the services from another vendor, Subcontractor may be liable for any additional procurement costs of those services from another provider.

22.3 All services performed and any deliverables submitted by the Subcontractor in pursuit of the Work performed under this subcontract agreement are subject to the acceptance criteria outlined in Attachment A, Statement of Work, and any terms and conditions of DAI’s prime contract with its Client. DAI’s acceptance of the services and deliverables provided by Subcontractor under this agreement are dependent upon DAI obtaining acceptance from its Client.

ARTICLE 23. AUDIT

The Subcontractor shall comply with the requirements of FAR 52.215-2 “Audit and Records – Negotiation” (January 2004) and 52.216-7 “Allowable Cost and Payment” (December 2002). The Subcontractor agrees to provide access to its offices and facilities, maintain its books and records, documents, computerized records, projections, and other supporting data in accordance with either United
States Generally Accepted Accounting Practices (GAAP) or International Accounting Standards (IAS), as applicable, which properly reflect all direct and indirect elements of cost of whatever nature, whether incurred, or anticipated to be incurred, for the performance of any work, or anticipated work, under this Agreement. Such records shall be made available for inspection, audit, reproduction, and retention by any authorized representative of DAI or of the Government as deemed necessary. In addition, DAI may have such an audit performed at any time within three (3) years following the final closeout of the subcontract. Final closeout shall refer to either the completion of a Quick Closeout or the finalization of all indirect rates for all periods encompassed by the final period of performance of the scope of work.

ARTICLE 24. CHANGES

24.1 DAI may unilaterally, by written order issued by DAI only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services or to Attachment A, Statement of Work. If any change causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, DAI shall make an equitable adjustment and modify in writing the Agreement as applicable. Any claim by Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to DAI's Subcontract Administrator within thirty (30) calendar days from the date of receipt by Subcontractor of the written change authorization from DAI or within such extension of that 30-day period as DAI, in its sole discretion, may grant in writing at Subcontractor's request prior to expiration of said period. The Subcontractor will not proceed with any changes unless notified to proceed in writing by the Subcontract Administrator.

24.2 Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

24.3 The Subcontractor will, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify DAI's Subcontract Administrator within five (5) working days, of such changes and will request written disposition.

ARTICLE 25. SUSPENSION OF WORK

The Subcontractor will, upon written notice from DAI's Subcontract Administrator, suspend, delay, or interrupt all or a part of the Work to be provided hereunder for a period of up to ninety (90) days after the suspension order is delivered to the Subcontractor. In such event, the Subcontractor will resume work of the suspended activities upon written notice from DAI. If any suspension, delay or interruption causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, the DAI shall make an equitable adjustment and modify the Agreement in writing. Any claim by the Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to the Subcontractor Administrator within thirty (30) calendar days from the date of receipt by Subcontractor of the written notice of suspension from DAI or within such extension of that 30-
day period as DAI, in its sole discretion, may grant in writing at the Subcontractor’s request prior to expiration of said period. Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

ARTICLE 26. TERMINATION

26.1 DAI may, by written notice, terminate the whole or any part of the Subcontract issued hereunder for default in the event that the Subcontractor fails to perform any of the provisions of the Subcontract or of any Attachment incorporated herein, or fails to make progress as to endanger performance of the Subcontract in accordance with its terms, or, in the opinion of DAI, becomes financially or legally incapable of completing the Subcontract and does not correct such to DAI’s reasonable satisfaction within a period of seven (7) calendar days after receipt of notice from DAI specifying such failure. If, after notice of termination, it is determined for any reason that Subcontractor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to termination for convenience. In the event of termination for default, Subcontractor will not be entitled to termination expenses. Regardless of the cause of termination, the Subcontractor shall deliver to DAI legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, technical data, computations, and designs.

26.2 All or part of the Work issued hereunder may be terminated by DAI for its convenience upon thirty (30) days written notice to the Subcontractor. In such event, Subcontractor will be entitled to compensation for services competently performed up to the date of termination and its allowable, allocable, and reasonable termination expenses as determined by applicable FAR, other US Government, DAI and or its Client’s regulations.

ARTICLE 27. ASSIGNMENT

The Subcontractor shall not further Subcontract or assign any services or work to be performed under this Subcontract without prior written authorization from DAI’s Subcontract Administrator, which shall not be unreasonably withheld.

ARTICLE 28. SUBCONTRACTING

28.1 The Subcontractor shall submit a written request to DAI for approval to issue a Subcontract which includes: a summary of the specific services to be assigned to the proposed Subcontractor; the organization’s relevant past performance and technical capabilities; a cost/price analysis determining the proposed cost to be fair and reasonable; confirmation that there is adequate financial management and responsibility to address the needs of the second-tier Subcontract, verification that the Subcontractor is not debarred from doing business with the Federal government and any other documentation requested by the DAI Subcontract Administrator.
28.2 In the event a Subcontract is approved by DAI, the Subcontractor maintains responsibility for the professional quality, technical accuracy, timeliness and the coordination of all material produced and other services furnished by the Subcontractor. Neither this Subcontract nor any Subcontract will create any contractual relationship between any Subcontractor and DAI or its Client, or any liability of DAI or its Client to any Subcontractor.

ARTICLE 29. COOPERATION

Subcontractor will cooperate with DAI and Client personnel and other contractors who may be working on the site. Particular attention should be paid to such matters as safety, use and disruption of utilities, the allocation of storage and workspace, parking, security and general policing of the work site.

ARTICLE 30. CONFIDENTIAL AND PROPRIETARY INFORMATION

30.1 In performing the Work, the Subcontractor shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than DAI, either during or after the term of this Agreement (or for the period of time stipulated in applicable data), any proprietary information of DAI, whether relating to the Work performed hereunder or to the business and affairs of DAI, or DAI’s Client. Such information shall include, without limitation, DAI or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of DAI unless disclosure is required by law, in which case notification of the request for such information shall be provided to DAI prior to release. Information identified in writing by the Subcontractor as confidential and/or proprietary shall be similarly treated by DAI. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of DAI. Notwithstanding the foregoing, nothing shall restrict or limit the Client’s rights with regard to data, tooling, or designs it owns or has a right to use, including the right to authorize the Subcontractor’s use of such data, tooling, or designs in direct contracts between the Subcontractor and the Client.

30.2 The Subcontractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of DAI which shall not be unreasonably withheld.

30.3 All evaluations, reports, records, and other work products relating hereto produced by the Subcontractor pursuant to this Agreement shall be considered technical data and subject to the provisions of FAR 52.227-14, Rights in Data--General.

ARTICLE 31. RIGHTS AND REMEDIES

31.1 No failure of or delay by DAI in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by DAI of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subcontract.
31.2 Neither the DAI’s nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Subcontract and the Subcontractor shall be and remain liable to DAI and the Client for damages caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

31.3 The rights and remedies of DAI or the Subcontractor provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 32. DISPUTE RESOLUTION

32.1 For any issues or claims arising out of or relating to the terms of this Subcontract, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel in Articles 13 and 14, herein. Should Subcontractor and DAI be unable to reach an amicable resolution, such issues shall be elevated to applicable levels of senior management within Subcontractor’s and DAI’s respective organizations. For any controversy or claim which cannot thus be settled amicably, it shall be settled by arbitration under the Rules of the American Arbitration Association.

32.2 The place of arbitration shall be Maryland, United States of America. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

32.3 Nothing in this Agreement shall be construed as granting the Subcontractor the right to bring a direct claim or direct course of action against the Client.

32.4 The provisions in this Article shall survive the termination or expiration of the Subcontract. During the term of any pending controversy or claim hereunder, the Subcontractor shall proceed diligently with the performance of Work under the Subcontract in accordance with the direction(s) given by DAI.

ARTICLE 33. APPLICABLE LAW

33.1 In the performance of the Work under this Subcontract, the Subcontractor shall comply with all applicable laws, rules, and regulations including host country laws, rules and regulations should the Work be performed outside of the United States. This Subcontract shall be construed, interpreted and applied in accordance with the laws of the State of Maryland, except those portions of the Federal Acquisition Regulation (FAR) or other regulations applicable to government procurement that are incorporated by full text or reference in the Subcontract.

33.2 These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.
ARTICLE 34. CLOSE-OUT PROCEDURES

34.1 “Quick Close Out”, as defined by FAR 42.708 is the settlement of indirect costs for a specific contract in advance of the determination of relevant final indirect cost rates. The use of quick close-out procedures generally is permitted when the potential for audit differences between final and proposed indirect rates is low and/or the amounts of unsettled indirect costs are insignificant. This subcontract shall be closed out using the quick close out process unless mutually agreed upon between both parties that the subcontract will not close until such time that the Subcontractor’s indirect rates are finalized.

34.2 At the end of the subcontract period of performance or upon completion of any audit of Subcontractor’s final indirect rates, Subcontractor will submit a “Close-Out Package” within thirty (30) calendar days or any longer period as may be mutually agreed between the parties. The following forms shall be included in the Close-Out Package. Please note that all certifications shall be on company letterhead and signed by an authorized representative of the Subcontractor.

- Certification signed by the Subcontractor indicating that its suppliers and sub-tier subcontractors, if any, have been paid and no final invoices are pending.
- A release signed by the Subcontractor discharging DAI and its Client of and from any liabilities, obligations, further payments and claims arising out of or under the Subcontract and confirming the final value of this subcontract agreement.
- A certification signed by the Subcontractor assigning any refunds, rebates, credits owed, and other amounts to DAI.
- A certification signed by the Subcontractor indicating the total level of effort expended under this subcontract agreement.
- A certification signed by the Subcontractor indicating that all government property, if any, that was in the Subcontractor’s possession throughout the performance of this subcontract has been returned to either DAI or its Client, whichever is the appropriate party.
- A certification signed by the Subcontractor identifying any product developed under this subcontract agreement that is patentable according to current US government law.
- Final Invoice submitted, in accordance with invoice instructions contained in Attachment E herein. DAI will process the Final Invoice in accordance with the Terms and Conditions identified in Article 10, Invoices, herein.

ARTICLE 35. OTHER CLAUSES

35.1 Force Majeure: The Subcontractor shall not be liable by reason of any failure in the performance of this Agreement in accordance with the terms hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Subcontractor. Such causes may include, but are not limited to, acts of God, acts of government, municipal, or other authority, fires, floods, epidemics, quarantines, strikes, and labor disputes.

35.2 Relationship of Parties: The Subcontractor has entered into this Agreement as an independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between Subcontractor and DAI or any of its employees.
35.3 Other than Work to be performed under this contract for which an employee or consultant is assigned by the Subcontractor, no such employee or consultant of the Subcontractor shall engage, directly or indirectly, either in his/her own name or in the name of or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he/she make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

35.4 In performing the Work, the Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss, to include those applicable in the country in which the Work is being performed, if outside of the United States. The Subcontractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.

35.5 Except as otherwise directed by DAI, the Subcontractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Subcontractor to perform the services required hereunder.

35.6 Standards of Business Ethics & Conduct: DAI believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that DAI employees, agents, subcontractors and representatives adhere to a particularly high ethical standard. DAI’s expectation is that Subcontractor also will conduct its business fairly, impartially and in an ethical and proper manner. If Subcontractor has cause to believe that DAI or any employee or agent of DAI has acted improperly or unethically under this agreement/order, Subcontractor shall report such behavior to the DAI Ethics Hotline 1-888-288-3387 (Toll Free for use within the United States) or DAI’s International Crisis Hotline 01-443-716-2339.

35.7 Equal Opportunity Clauses: Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

35.8 Whistleblower Provision:

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APRIL 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

35.9 Pay Transparency Nondiscrimination Provision:

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to such compensation information, unless such disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

35.10 Entire Agreement: This Subcontract supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subcontract may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Agreement.

35.11 Anti-lobbying: The Subcontractor certifies, to the best of its knowledge, that no United States Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on its behalf in connection with the awarding of any federal contract, the making of any federal loan, or the entering into any cooperative agreement. The Subcontractor shall disclose to DAI any lobbying contact that Subcontractor has or that occurs in relation to this Agreement.

35.12 Combating Trafficking in Persons Provision

COMBATING TRAFFICKING IN PERSONS (Mar 2015)

(a) Definitions. As used in this clause—

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

Global Integrity  
COST REIMBURSABLE SUBCONTRACT  
Subcontract No. 1002272-18-30845-00  
16
“Coercion” means—

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

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

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

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means—

(1) Any item of supply (including construction material) that is—

   (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

   (ii) Sold in substantial quantities in the commercial marketplace; and

   (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

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

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

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(6) Charge employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, or subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—
(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) to the size and complexity of the contract; and

(ii) to the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/ltip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

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

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (ii) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (ii)(5) of this clause.

ARTICLE 36. ORDER OF PRECEDENCE

The documents listed below, together with any modifications issued under this Agreement, constitute the Subcontract Documents of this Agreement. Any terms and conditions set forth in the Subcontractor's proposal are void. Except for any formal written modifications to the Agreement duly issued by an authorized representative of DAI, any preprinted terms and conditions on forms used by either party in the
administration of this Agreement are void and shall not act to supplement or replace the terms and conditions of this Agreement. For the purposes of establishing obligations and the resolution of ambiguities in the Subcontract Documents, the following order of precedence shall prevail:

1. Subcontract Agreement and Federal Acquisition Regulations as referenced in Attachments B and C.
2. Attachment A, Statement of Work
3. Attachment D, Subcontractor Proposal and Budget
4. Attachment E, Subcontractor Invoice Format
5. Attachment F, Executive Compensation Certification

*** END OF SUBCONTRACT SCHEDULE ***
Proposition Summary
Africa Lead is leading a process of designing and piloting participatory assessments of countries’ institutional architecture (IA) as regards food security policy. The aim is to generate information that is not only useful for tracking progress toward the system-level goals and objectives of the US Government’s Global Food Security Strategy, but information that will also — and perhaps more importantly — be useful to local stakeholders looking to improve their IA. Based on the preliminary information shared and the genesis observed in terms of the development of IA thinking over time, there appear to be multiple levels of meaning associated with the term and with the activities carried out to operationalize IA at country level. The key task for Global Integrity (GI) would be to help the AL team to unpack and grapple with the logic of the IA work, and to provide support in two interrelated areas: First, by supporting AL to explore how to implement and shape IA thinking, including by fleshing out, testing and learning about the usefulness of the toolkit and its application in practice, and second, by thinking through, testing and designing IA support and related future programming.

The tasks and deliverables below represent the broad areas where Global Integrity will provide learning and thought leadership to the IA Toolkit activity, as well as the Small Grants Program with Non-state Actors. Specific dates, staff level of effort and travel required will be further developed and refined in a work plan developed by Global Integrity once the subcontract is executed. Any deviation from the work plan will require approval from Africa Lead. Should travel be required beyond what is currently specified, Africa Lead will modify the budget to account for additional travel costs within the overall budgeted amount of the subcontract.

Tasks and Deliverables
Task 1: Develop a thought piece of about 10-15 pages (think piece) to differentiate between the multiple objectives and dimensions IA makes reference to — throughout various documents produced by and used by USAID and AL.

Objective: To get internal clarity about the different types and directions of IA-thinking under discussion and to be able to specify what IA objective might be best served by what approach in what context for what group of stakeholders, GI will draft a think piece to inform our joint thinking about IA interventions and the IA toolkit. The note will help to spur joint thinking, help to clarify the possible overlap between different IA objectives and will lay out what the implications are for interventions and activities that aspire to catalyze specific causal pathways to help stakeholders achieve IA objectives. This thought piece would serve as a practical output, however, it would also anchor the IA approach within the context of appropriate conceptual and theoretical frameworks.

Task 2: Draft a short, practical note on the concept of ‘political will’ and lay out ways and possible entry points to strategies that will help stakeholders navigate questions around politics and power.

Objective: In order to help country-level actors make progress toward achieving IA objectives, i.e. to
influence policies in pursuit of better food security outcomes, it is vital that they have guidance about how to understand and navigate questions around power and political will. In order for the IA toolkit to provide concrete guidance to both actors and facilitators, GI will draft a practical note to think through the dimensions of power and politics in the IA context and to provide a basis for deciding what elements might need to go into the toolkit to help stakeholders navigate questions around politics and power as directly as possible.

**Task 3: Suggest instructions and guidance to include into the “Facilitator’s Guide for IA Workshop” aimed at using a systems-thinking and mapping approaches to enhance the workshop logic to empower participants to discover and discuss root causes of why the system is not as responsive as it ought to be.**

**Objective:** IA workshops are meant to enable participants to make progress toward a better IA by helping them to think through the usefulness of future actions and by facilitating producing concrete outputs such as action plans. To provide stakeholders with a basis to assess the current system, identify root causes and to enable them to critically reflect on their own actions as well as future scenarios for yet more effective action, GI will compile a set of tools and mechanisms that can help to stimulate reflection and action.

**Task 4: Draft a short note that synthesizes and reflects on the IA weaknesses country partners have identified across country settings.**

**Objective:** To further strengthen the objective of empowering in-country stakeholders to obtain clarity around the challenges they face in a particular policy context, it might prove valuable to identify and inquire into the pattern of IA weaknesses identified by stakeholders through the results of the IA survey. GI will synthesize the results of the surveys conducted in recent IA workshops and reflect on whether and how stakeholders might be able to best address the identified shortcomings. This piece will serve as an input to identify whether particular examples of mechanism or types of governance settings could serve as inspiration to stakeholders in order to consider what form and process of governance arrangement might look useful to addressing their specific challenges.

**Task 5: Brainstorm and set out different modalities for how AfricaLead can facilitate pre-workshop and post-workshop activities that would help to engage stakeholders on a sustained basis, in particular with regard to NSA apex groups.**

**Objective:** Workshops on their own won’t catalyze a sustained shift in beliefs or behavior as stakeholders try to achieve food security outcomes. However, workshop are a great way to catalyze action and to direct energy to continue efforts to improve the overall system of food security outcomes. To support AL to think through options of how to situate workshops in a broader effort to facilitate stakeholders making progress toward better food security outcomes, GI will help to map out what we call “learning journeys”, a process that would entail activities pre and post-workshop for stakeholders to continue making progress toward better policy outcomes. These suggestions and activities might be framed as “tools” or “guidance” for inclusion in the IA Toolkit.

**Task 6: Support the generation of learning and the development of a thought piece on the NSA Small Grants Program for discussion and or presentation to key external partners.**

*Global Integrity*
*COST REIMBURSABLE SUBCONTRACT*
*Subcontract No. 100272-18-30845-00*
Objective: To support AL to synthesize and reflect on the small grants exercise in order to conclude on the usefulness and future direction of the small grants activities. GI will support collecting data, synthesizing knowledge and/or drafting a report as to why and how the small grants program has enabled learning amongst partners and how it can be used to further facilitate the efforts by the CNC and grass roots organizations to test ways of how to work together.
ATTACHMENT B
Cooperative Agreement Flow Down Clauses

PRIME AWARD SPECIAL PROVISIONS
M1. APPLICABILITY OF 2 CFR 200 and 2 CFR 700 (DECEMBER 2014)

a. All provisions of 2 CFR 200, 2 CFR 700, and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of “Recipient” in part 2 CFR 200.86, 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 2014)

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

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

[END OF PROVISION]

M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2014)

Information collection requirements imposed by this award are covered by OMB approval number 04120510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

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<tr>
<th>Standard Provision</th>
<th>Burden Estimate</th>
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<td>Air Travel and Transportation</td>
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<td>Ocean Shipment of Goods</td>
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<td>Patent Rights</td>
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<td>Publications</td>
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<td>Voluntary Population Planning</td>
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Global Integrity
COST REIMBURSABLE SUBCONTRACT
Subcontract No. 1002272-18-30845-00
M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES
(JUNE 2012)

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 Terrorist Financing” must not be used to provide any commodities or services funded under this award.

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

(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)


[END OF PROVISION]

M.11 EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

a. Faith-Based Organizations Encouraged

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

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

b. Explicitly Religious Activities Prohibited.
(1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID funded activities.

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

(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, 2 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 TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/1267_sanctions_list.shtml).

b. This provision must be included in all subawards and contracts issued under this award.

[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.”

c. 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 (AUGUST 1992)
(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

a. The recipient's employees must maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned are subject to the same limitations and prohibitions which 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 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, 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. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party must consult with 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 grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under e. or f. above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)
(This provision applies when activities are undertaken outside the United States.)

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)
(This provision applies when activities are undertaken outside the United States.)

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/iic/170684.htm).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see http://apps.fas.gsa.gov/citypairs/search/):

a. Australia on an Australian airline,
b. Switzerland on a Swiss airline, or
c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:
(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

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

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at http://ostpxweb.dot.gov/aviation/certific/certlist.htm. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

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
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 abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

M.20 TRAFFICKING IN PERSONS (April 2016)

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

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
(2) Procurement of a commercial sex act during the period of this award;
(3) Use of forced labor in the performance of this award;
(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

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

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
iv. Charging employees recruitment fees; or
v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. If the estimated value of services required to be performed under the award outside the United States exceeds $500,000, the recipient must submit to the Agreement Officer, the annual “Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013” as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The recipient’s compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

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

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

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

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

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

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

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

h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

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

1) The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: http://dec.usaid.gov.

3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.

5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher
assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

[END OF PROVISION]

**M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)**

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

b) Construction means—construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

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

d) Description

Construction is not eligible for reimbursement under this award.

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

[END OF PROVISION]

**M23. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)**

(a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Assistance ("IPN Portal")" means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at https://sites.google.com/site/usaidipnforassistance/. Universal amendments are those which affect all assistance awards or a designated class of awards as specified in each amendment by the IPN Portal Administrator.

"IPN Portal Administrator" means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.
“Universal bilateral amendment” means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

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

(1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and
(2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(c) Procedure to register for notifications.

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

(d) Processing of IPN Portal Amendments

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

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

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

(2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or

(3) Notify the AO that the Recipient declines to sign the amendment.

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

[END OF PROVISION]

M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE

Global Integrity
COST REIMBURSABLE SUBCONTRACT
Subcontract No. 1002272-18-30845-00
WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

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

The Grantee must:
1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

2. Include such requirement in any subaward or subcontract made under this award.

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

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

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

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

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

[END OF PROVISION]

M25. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

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

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may
represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

(1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

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

(3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The recipient must not submit classified data to the DDL.

[END OF PROVISION]

M.26 Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements (APRIL 2015)

(a) The recipient must not require employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractor from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this provision are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with Section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

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

[END OF PROVISION]

[END OF ATTACHMENT B]
ATTACHMENT D
REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

RAA.1 NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (DECEMBER 2014)

a. Provisional indirect cost rates must be established for the recipient’s accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases must be established in accordance with FAR Subpart 42.7.

b. Within six months after the close of the recipient’s fiscal year, the recipient must submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Bureau for Management, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient’s actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient’s proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rates for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

[END OF PROVISION]

RAA.2 EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

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

a. Definitions:

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

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

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

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


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

c. **Health and Accident Insurance**:

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

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

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

d. **Immigration Requirements**:

(1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).
(2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

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

f. **Pre-departure Orientation**: The recipient must conduct pre-departure orientation for U.S-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods (see http://pdf.usaid.gov/pdfdocs/PNADT444.pdf).

g. **Conditions of Sponsorship**: The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

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

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

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

**RAA.3 COST SHARING (MATCHING) (FEBRUARY 2012)**
a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period.

If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]
RAA.4 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

b. (1) For any loan over $1,000 made under this agreement, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The recipient must insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

RAA.5 REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

a. By April 16 of each year, the recipient must submit a report containing:

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

b. Submit the reports to: M/CFO/CMP with a copy to the AOR.

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, “Allowable Costs,” and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subawards and contracts.

[END OF PROVISION]

RAA.6 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government’s delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

b. Definitions:
(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes.

[END OF PROVISION]

RAA.7 USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf

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

[END OF PROVISION]
RAA.8 UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 2015)

a. Requirement for System of Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you. (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

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

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

(i) A governmental organization, which is a State, local government, or Indian tribe;
(ii) A foreign public entity;
(iii) A domestic or foreign nonprofit organization;
(iv) A domestic or foreign for-profit organization; and
(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart F Audit Requirements).

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

a. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the System of Award Management (SAM) do not apply, at the prime award or subaward level, to:

(1) Awards to individuals
(2) Awards less than $25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

b. This provision does not need to be included in subawards.

[END OF PROVISION]

RAA.9 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.
(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(i) The total Federal funding authorized to date under this award is $25,000 or more;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.sam.gov.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(i) In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78n(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execcomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.
(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

c. Definitions. For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out
the project or program (for further explanation, see 2 CFR 200 Subpart F Audit Requirements).

(iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(i) Receives a subaward from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

[END OF PROVISION]

RAA.10 PATENT REPORTING PROCEDURES (DECEMBER 2014)

As incorporated by 2 CFR 200.315 and the standard provision “APPLICABILITY OF 2 CFR 200 and 2 CFR 700,” the clause at 37 CFR 401.14 (“Patent Rights (Small Business Firms and Nonprofit Organizations)”) is incorporated by reference into this award as if set forth in full text. The recipient must use the National Institutes of Health EDISON Patent Reporting and Tracking system (http://www.edison.gov) to fulfill its disclosure obligations under 37 CFR 401.14(c)(1). The recipient must also submit reports on utilization of subject inventions annually to the Agreement Officer’s Representative under 37 CFR 401.14(h), and the last report must be provided within 90 days of the expiration of the agreement.
[END OF PROVISION]

RAA.11 CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)

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

Workers’ Compensation Insurance (Defense Base Act)

(a) The Contractor must--

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

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

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

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


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

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235).
(9) Adhere to all other provisions of the Longshore and Harbor Workers’ Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704. For additional information on the Longshore and Harbor Workers’ Compensation Act requirements see http://www.dol.gov/owep/dlhwc/isdba.htm. The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

RAA.12 AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
b. Reached its final disposition during the most recent five year period; and
c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

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

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in
excess of $100,000; or

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

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

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

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

[END OF PROVISION]

[END OF ATTACHMENT C]
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ATTACHMENT E
SUBCONTRACTOR INVOICE FORMAT

INVOICE FORMAT

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|--------|-------------------|-----------------|-------------------|----------------|-------------------|---------------------|
|        | Rate | Unit | Amount |                    |                 | Days              |                    |
| LABOR- |       |      |        |                    |                 |                  |                    |
| Name and Position Title of Specialist # 1 | # of Days | | | | | |
| Name and Position Title of Specialist # 2 | # of Days | | | | | |
| TOTAL LABOR | | | | | | |
| FRINGE BENEFIT | | | | | | |
| OVERHEAD | | | | | | |
| TRAVEL | | | | | | |
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| - Per Diem | | | | | | |
| - Local Travel/Transport | | | | | | |
| ODC's | | | | | | |</p>
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Certification:

The undersigned hereby certifies: (i) the fiscal report and any attachments have been prepared from the books and records of the Subcontractor in accordance with the terms of this Subcontract, and to the best of my knowledge and belief, that they are correct; (ii) that the sum claimed under this contract is proper and due; (iii) that all the costs of contract performance (except as herewith reported in writing) have been accrued or paid or will be paid currently by the Subcontractor when due in the ordinary course of business; (iv) that the work reflected by the costs above has been performed; (v) that the quantities and amounts involved are consistent with the requirements of this Subcontract; (vi) that all required approvals have been obtained, and (vii) appropriate refund to DAI will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Subcontract.

Name: __________________________________________

Signature: ______________________________________

Title: __________________________________________

Date: __________________________________________

Global Integrity

COST REIMBURSABLE SUBCONTRACT

Subcontract No. 1002272-18-30845-00
ATTACHMENT F
EXECUTIVE COMPENSATION CERTIFICATION
FAR 52.204-10 Reporting Subcontractor Awards.

Section A. FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS) subject to the following criteria:

☐ The subcontractor must have generated at least 80 percent of its overall revenue in the preceding fiscal year from U.S. federal government contracts; AND
☐ The subcontractor must have generated at least USD 25 million in annual gross revenue in the preceding fiscal from U.S. federal government contracts; AND
☐ The subcontractor must not already publically report executive compensation levels to either the Internal Revenue Service (IRS) or Securities and Exchange Commission (SEC) as mandated by the subcontractor’s status as a non-profit organization or publically traded company, respectively. If any of the above does not apply to your firm, then DAI is exempt from reporting you executive compensation and you need not provide such information to DAI. Please skip to Section C to certify your status as exempt from reporting executive compensation levels under FAR 52.204-10.

Section B. If all of the criteria listed in Section A are true of your firm, then FAR 52.204-10 requires DAI report the full compensation of your firm’s five most highly compensated executives including, but not limited to: salary, stock options, benefits, and fringe. This information must be attested to by an employee at the Chief Financial Officer level or higher and will be made public at http://www.fsrs.gov.

Employee Name: ________________________________
Full Compensation: ______________________________
Employee Name: ________________________________
Full Compensation: ______________________________
Employee Name: ________________________________
Full Compensation: ______________________________
Employee Name: ________________________________
Full Compensation: ______________________________
Employee Name: ________________________________
Full Compensation: ______________________________

Duly Authorized Company Signatory: ________________________________
Name: ________________________________
Position: ________________________________
Date: ________________________________

Section C. If you are exempt, please certify to your exemption below.
I hereby certify that (SUBCONTRACTOR NAME) is exempt from reporting executive compensation under FAR 52.204-10 for the following reason(s) (check all that apply).

☐ The subcontractor did not generate at least 80 percent of its overall revenue from U.S. federal government contracts in the preceding fiscal year.
☐ The subcontractor did not generate at least USD 25 million of annual gross revenue from U.S. federal government contracts in the preceding fiscal year.
☐ The subcontractor already publicly reports executive compensation levels to:
  o Internal Revenue Service (IRS)
  o Securities and Exchange Commission (SEC)

Duly Authorized Company Signatory: [Signature]
Name: ALAN HUDSON
Position: EXECUTIVE DIRECTOR
Date: 1/7/19

Global Integrity
COST REIMBURSABLE SUBCONTRACT
Subcontract No. 1002272-18-30845-00