**[DATE]**

**[TO – SUB-GRANTEE REPRESENTATIVE’S NAME, TITLE]**

**[ORGANIZATION NAME]**

**[ADDRESS 1]**

**[ADDRESS 2]  
[CITY, STATE, PROVINCE, ZIP CODE]**

**[COUNTRY]**

**Subject:** **Sub-grant** to **[ORGANIZATION NAME]**

**Objective: [BRIEF SUMMARY OF OBJECTIVE(S)]**

**Donor award reference:** **[DONOR NAME, AWARD NUMBER]**

**X ORG reference**: **[NUMBER]**

**Period of Performance:** **[BEGINNING DATE] to [END DATE]**

Dear **[NAME]:**

This partnership agreement with USAID (or other USG Agency) funds is a sub-grant of WaterAid, in accordance with the referenced prime award, X ORG, (hereinafter “X ORG”) hereby Sub-grants to **[ORGANIZATION NAME]** (hereinafter referred to as "Sub-grantee" or **“[ACRONYM]**”, the sub-grant of estimated amount **[AMOUNT IN WORDS WITH CURRENCY DESIGNATION] ([AMOUNT IN NUMBERS WITH CURRENCY DESIGNATION])** to support the Sub-grantee’s **[NAME OF PROGRAM]** (hereinafter “Program”) as described in Attachment 1, entitled “Approved Implementation Plan”.

This sub-grant is effective from **[START DATE]** and ends on **[END DATE].**

Please sign both originals of this sub-grant to acknowledge receipt and confirm your understanding of the acceptance of the Sub-grant and its terms and conditions, including those contained in all its attachments. Return both signed originals to **[NAME, TITLE]** at **[ADDRESS AND/OR EMAIL].** A fully executed original will be provided to you.

Sincerely,

**[NAME, TITLE]**

Attachments

1. Schedule
2. USAID Anti-Terrorism Certification and other Certifications and Representations
3. USAID Standard Provisions for non-U.S. Nongovernmental Recipients
4. Program Description (Implementation Plan)
5. Detailed Budget and Budget Notes
6. Invoicing and Payment Procedures
7. Environmental Compliance
8. Branding Strategy and Marking Plan
9. Sub-grantee Financial Status Report
10. Performance Monitoring Plan (PMP) (M&E Evaluation)
11. US Government Regulations
    1. 2 CFR 200, Part E Cost Principles or for For-Profit Entities FAR PART 31
    2. USAID Mandatory and Required as Applicable Standard Provisions for NON-US Based Organizations both For Profit and/or Non-Profit
    3. 22 CFR 228, Source and Nationality Requirements
    4. 2 CFR 200 Sub Part F – Audit for Non-US Based Organizations \* if applicable, do not require if not applicable
    5. ADS 591 for For-profit Non-US Based Organizations \* For-Profit only
12. **[List Other Attachments]**

|  |
| --- |
| **SUB-GRANTEES ACKNOWLEDGEMENTS AND SIGNATORY PAGE** |

On behalf of **[ORGANIZATION NAME]** I hereby acknowledge our understanding and acceptance of the terms and conditions of this Sub-grant and agree to fully comply with the terms and conditions.

|  |  |
| --- | --- |
| Name (PRINT) |  |
| Signature |  |
| Title |  |
| Date |  |

|  |
| --- |
| **PASS THROUGH ENTITY’S ACKNOWLEDGEMENTS AND SIGNATORY PAGE** |

On behalf of X ORG I hereby accept the Sub-grantee’s acknowledgement of understanding and acceptance of the terms and conditions of this Sub-grant and agree to administer the sub-grant accordingly.

|  |  |
| --- | --- |
| Name (PRINT) |  |
| Signature |  |
| Title |  |
| Date |  |

One original of the fully executed Sub-grant to be provided to the Sub-grantee.

**Attachment 1 - Schedule**

**Sub-grant**

In accordance with Prime Award **[DONOR NAME, AWARD NUMBER]** and X ORG Reference No. **[REFERENCE NUMBER]**, X ORG, (hereinafter “X ORG”) hereby Sub-grants to **[SUB-GRANTEE ORGANIZATION NAME] (**hereinafter referred to as "Sub-grantee" or “**[ACRONYM]**”), the estimated amount of **[AMOUNT IN WORDS AND CURRENCY (AMOUNT IN NUMBERS AND CURRENCY)]** to support the Sub-grantee’s program for **[NAME OF PROGRAM]** (“Program”). This Sub-grant is subject to all Mandatory and all Required As-Applicable Standard Provisions in Attachment 6, which are hereby incorporated by reference.

1. **REFERENCE INFORMATION:**

|  |  |
| --- | --- |
| **Required References** | **Information** |
| Federal award identification |  |
| Sub-grantee name |  |
| Sub-grantee unique entity identifier |  |
| Sub-grantee Data Universal Numbering System (DUNS) # |  |
| Federal award start and end date |  |
| Sub-grant start and end dates |  |
| Prime award description |  |
| Name of federal awarding agency |  |
| Cataog of Federal Domestic Assistance (CFDA) number and name |  |
| Is the Sub-grant in the field of research and development? (Yes/No) |  |
| Indirect cost rate of federal award |  |

1. **PURPOSE OF SUB-GRANT:**

The purpose of this Sub-grant and its attachment, hereinafter “Sub-grant”, is to provide support for the Sub-grantee’s proposed activity as outlined in Attachment 2, Implementation Plan (Program Description) with relevant activities, objectives and timeline, briefly summarized as follows:

**[SUMMARY]**

## SUBSTANTIAL INVOLVEMENT

It is understood and agreed that WaterAid will be substantially involved in the implementation of this sub-grant. The following are subject to the approval of WaterAid:

1. Approval of the annual work-plans and Special USAID Requested Reports;
2. Designation of key personnel and approval of key personnel:
3. Approval of monitoring and evaluation plans (note: WaterAid involvement in monitoring progress toward achievement of program objectives during the course of the cooperative agreement);
4. Subcontracts for technical services not identified in the awarded budget;
5. Sub-grants;
6. Authority to Halt Construction Activity.

WaterAid reserves the right to permit specified direction or redirection of the Sub-grant or any part of it as necessary to achieve program objectives.

1. **PERIOD OF AGREEMENT**

This Sub-grant is effective on **[BEGINNING DATE]**, with a completion date of **[END DATE]** “Sub-grant Completion Date”). It is hereby agreed that all activities financed with funds under this Sub-grant will be completed within the dates specified in each objective as set forth below in Section E.

1. **AMOUNT OF SUB-GRANT**

Sub-grant funds are approved based on the Sub-grantee’s detailed budget and may only be used for the Sub-grant activities as detailed in the Sub-grant implementation plan in Attachment 2, within the authorized period of performance. Sub-grant funds are provided contingent on the receipt of funds for the federal award.

The total estimated amount for this proposed activity is **[AMOUNT IN WORDS WITH CURRENCY (AMOUNT IN NUMBERS WITH CURRENCY)]**. The total obligated amount is **[AMOUNT IN WORDS WITH CURRENCY (AMOUNT IN NUMBERS WITH CURRENCY)]**. This amount shall not be exceeded unless prior approval is provided in writing by WaterAid.

WaterAid is under no obligation and is not liable for reimbursing the sub-grantee for any amount spent in excess of the obligated amount, or outside of the Sub-grant period, as provided in the Sub-grant.

* 1. **Currency.** All ceilings, funding limitations, and all invoices, payments, claims, liabilities, and other accounts, documents, and communications of whatever nature arising under or relating to this Sub-grant and the circumstances surrounding its making and performance are and shall be denominated exclusively in United States dollars, without exposure of WaterAid to fluctuations in the relative value of other currencies, unless otherwise specifically agreed in writing by the parties. Agreement by WaterAid to pay any cost or amount in any other currency shall not be deemed to be a waiver or deviation from the principle contained in the foregoing sentence.
  2. **Conversion of U.S. Dollars to Local Currency.** If WaterAid is instructed by USAID at any time or from time to time to convert U.S. dollars to local currency using any particular method, channel or rate, WaterAid will promptly inform the Sub-grantee in writing, and the Sub-grantee shall ensure that all such conversions thereafter performed by it or on its behalf are effected as directed. The instruction shall not be deemed an Amendment.
  3. Absent such an instruction, the Sub-grantee shall ensure that any funds provided under this Sub-Grant in U.S. dollars which are converted to local currency are exchanged at the best available not-unlawful rate through the methods, channels, and rates authorized or permitted by applicable laws, regulations and widely followed practices. The Sub-grantee is solely responsible to WaterAid to demonstrate upon request compliance with this article, through bank receipts or other documents or publications sufficient in WaterAid’s judgment to verify the legality of such transactions.
  4. **Unobligated Balance.** The Sub-grantee shall promptly refund to WaterAid, without offset or deduction for any reason (except with specific approval) all funds disbursed to Sub-grantee but not expended or irrevocably committed for eligible expenses at the end of the Sub-grant end date. (or, if applicable, on the effective date of a termination notice).
  5. Payment by WaterAid will be based on the satisfactory performance of activities under the Cost Reimbursable Sub-grant and compliance with all reporting requirements and will not exceed the obligated amount.
  6. Sub-grantee’s invoice submissions will be reviewed by WaterAid for allowability of costs under the terms of this Sub-grant. Sub-grantee t agrees to refund promptly to WaterAid any payments by WaterAid that are subsequently suspended or disallowed.

1. **PAYMENTS**

Option A:

1. Payments will be made on the reimbursement basis.

**Option B:**

1. Advance payments may be made to the Sub-grantee in accordance with the procedures set forth below and current USAID guidelines as issued from time to time. This Subgrant permits advance financing in accordance with the following procedures:
   1. Sub-grantee shall be entitled to request an initial advance of up to (90) days, one quarter. All advance requests must be in writing and must be supported by a line item budget of estimated expenditures for each quarter. Subsequent advance requests shall be quarterly.
2. Each advance must be reconciled quarterly after the expiration of the period for which the advance was given and was intended to cover. Failure to reconcile an advance will preclude the Subrecipient from receiving any additional advances until all outstanding advances have been reconciled.

Advances will not be given after three months before the end of the Cost Reimbursable Sub-Grant.

1. The subrecipient shall submit a certified Attachment 8, subrecipient Financial Report to WaterAid by the 15th of the following month for expenses under this agreement (see section I.1.a for more information on financial reporting).
   1. Funds will be transferred to **the Sub-grantee** using the below accounts(s):
2. Wire Transfers to the following account(s):

|  |  |  |
| --- | --- | --- |
| **Bank Details:** | **Funds:** |  |
| Bank Name: |  |  |
| Address: |  |  |
| Account Number: |  |  |
| Swift Code:  (ABA): |  |  |
|  |  |  |

All advance requests and financial reports shall be directed to the [WaterAid Finance Officer, Grants, Contracts] identified in Section P.

1. Additional funds up to the total estimated amount shown as D. above may be obligated by WaterAid subject to the availability of funding, and satisfactory progress of the project.
2. Funds disbursed and unexpended under this award will be refunded to WaterAid within thirty (30) days of the end of this award. The remaining balance refunded to WaterAid should include any unspent interest that has been accumulated during the period of this Cost Reimbursable SubGrant.
3. Prior to any reimbursement of funding, the Sub-grantee must return completed Anti-Terrorism Certifications, and other certifications and Representations in Attachment 5 of this Cost Reimbursable Sub-Grant.

## COST REIMBURSABLE SUBGRANT BUDGET

1. The following is the estimated Budget for the duration of the Cost Reimbursable SubGrant. Subrecipient may not exceed obligated amount of this Cost Reimbursable Subgrant. WaterAid will not reimburse the Sub-grantee for the expenditure of amounts in excess of the total obligated amount. The Subgrantee must notify WaterAid in writing when it has expensed over 75% of its current obligation. The Sub-grantee must request WaterAid approval when the transfer of funds between line items exceeds 10% of the total direct costs, in accordance with 2 CFR 200.308.
2. BUDGET (See Detailed Budget & Notes, Attachment 3)

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub-Grantee:** | | | |
| **Project Name:** | | | |
| **Budget Period:** | | | |
| **Cost Categories:** | **Funds:** | **Cost share or Leveraging:** | **Total:** |
| Salaries & Services |  |  |  |
| Payroll-added Costs (Fringe Benefits[[1]](#footnote-2)) |  |  |  |
| Allowances |  |  |  |
| Travel & Per Diem |  |  |  |
| Volunteers |  |  |  |
| Training |  |  |  |
| Consultants (& Other Professional Fees) |  |  |  |
| Equipment & Project Assets |  |  |  |
| Equipment Operating Costs |  |  |  |
| Operations/Rent/Utilities |  |  |  |
| Other Direct Costs |  |  |  |
| Indirect Costs @ |  |  |  |
| **Grand Total:** |  |  |  |
|  |  |  |  |

1. All approvals for costs that require prior approval of WaterAid must bear the approval of the **[WaterAid Director of Grants, Contracts and Compliance]** or designee identified in Section P. Technical changes must bear the approval of the COP identified in Section Requests and approvals may be made and received electronically. Should any request require a budget revision, WaterAid will request the Subgrantee to provide a new proposed budget and narrative with justification for proposed changes. Prior approval is required for, but not limited to, the transactions listed below and those actions that require prior approval as identified in 2 CFR 200.308 & 2 CFR 200.407:
   1. Changes in Attachment 2, Program Description
   2. Changes in the key personnel listed in Section G
   3. Purchase of Vehicles and other restricted goods,
   4. Subcontracts and Subgrants not specifically identified in the awarded budget
   5. Nonexpendable property not specifically identified in the awarded budget

The following have received prior approval by incorporation of the sub-recipient’s approved budget:

1. International Travel, however electronic notification of anticipated travel to **Project Location** must be provided to the COP identified in Section L.
2. Procurement identified and accepted in **SUBGRANTEE’s** Awarded Detailed Budget with the exception of restricted goods, including vehicles.
3. Indirect Costs:

Negotiated Indirect Cost Rate Agreement (NICRA): Pending establishment of different final or revised provisional rates by its cognizant U.S. government agency (or, if Sub-grantee has no such agency, by WaterAid), the Sub-grantee shall charge indirect costs to the Sub-grantSub-grant at the following rate(s), which the Sub-grantee warrants will comply with its most current NICRA as approved by the said agency (or, when applicable, WaterAid):

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub-grantee Indirect Cost Rate/Base Chart** | | | |
| Description | Rate | Base | Type |
| Indirect Cost Rate | XX% |  |  |

Any changes in classifying or allocating indirect costs that would result in an increase in the amount of indirect costs charged under this Sub-grant requires the prior written approval from WaterAid. A change in NICRA does not change any monetary ceiling, obligation, or specific cost allowance or disallowance.

## INVOICING INSTRUCTION

1. Invoices shall be submitted electronically and addressed to:

|  |  |
| --- | --- |
| POC |  |
| WaterAid |  |
| ADDRESS |  |
| ADDRESS |  |
| Phone: |  |
| Fax: |  |

Proper invoices must clearly indicate the following information:

1. Recipient Name and Address
2. Invoice Date and Invoice Number
3. Period and Product for which Costs are being Claimed
4. Total Agreement Amount
5. Current and Cumulative Billed Costs
6. Contractor Remittance Address
7. Contractor’s Bank Account number (for wire transfers)
8. Support documentation for international travel and any costs requiring prior approval
9. Each copy of the invoice must contain the following certification:

“The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Subrecipient in accordance with the terms of the agreement between WaterAid and the sub-grantee and to the best of my knowledge and belief that they are correct; that the sum claimed is proper and due; that all costs claimed are for actual work that has been satisfactorily provided/performed; that any additional other costs claimed are allowable and are the actual direct costs incurred in the performance of the agreement, and have been paid by the Subgrantee, that the quantities and amounts involved are consistent with the requirements of the agreement, that all required approvals have been obtained, and (2) appropriate refund shall be made to WaterAid promptly upon request in the event of disallowance by USAID.”

Failure to provide the required invoice information will be cause for the invoice to be returned to the sub-grantee for correction.

1. Payment will be made to sub-grantee within 30 days of receipt and acceptance of a proper invoice by WaterAid.
2. Final Invoice. Notwithstanding any other provision in this Cost Reimbursable Sub Grant to the contrary, the Subgrantee is required to submit the final invoice, appropriately marked as such, no later than ninety (90) calendar days after completion of the project, or any longer period as may be mutually agreed in writing. All final invoices must be marked as such and include a certification by the Subgrantee that its suppliers and sub-tier Sub-grantees, if any, have been paid.

## REPORTING

1. **Financial Reporting**
2. The subgrantee shall submit to WaterAid **[quarterly]** financial reports. The financial reports shall be prepared in accordance with the WaterAid standard project financial reporting formats, Attachment 8 to be provided to the Subgrantee. These financial reports must be submitted as supporting documentation for monthly advance requests and the concurrently submitted invoices, as outlined in section C.3.a. The following describes the kind of information required to support the report:
   1. Information regarding the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or higher unit costs;
   2. Information detailing and supporting Leverage or “in-kind” contributions made by Subgrantee both during the period and cumulatively since the inception of the project;
   3. Current period VAT information in accordance with subparagraph 3) below.
   4. The Financial Report shall report separately on source of funds.
3. All financial reports shall be submitted electronically to the WaterAid s Country Director and the **[Finance Officer, Grants, Contracts]** within 20 days of the end of the reporting period. Please refer to the designated point of contact for submission of reports in Clause M of this Cost Reimbursable Sub-Grant.
4. **Program Performance Planning and Reporting**
5. Project Direction, Coordination and Guidance

As the primary recipient of USAID funding, WaterAid—through its **[Project Director]—**will direct and lead the overall implementation of the project.

Implementation of the Program shall be subject to the guidance of the cognizant WaterAid program staff. As used herein, “guidance” includes providing details, suggesting activities and possible lines of inquiry within the Program Description. However, no such guidance shall be deemed to constitute an Amendment, nor shall it in any manner bind WaterAid to the expenditure of funds, the payment of a claim, or the taking of any other action vis-a-vis the Sub-grantee.

Sub-grantee personnel will coordinate their project activities with WaterAid. WaterAid will provide the required format for all reports, work plans, and budgets under the project.

1. Quarterly Reports

Quarterly program performance reports shall be submitted by the Subgrantee via electronic mail within 20 days of the end of the reporting period. Please refer to the designated point of contact for submission of reports in the ***Notice Clause*** of this Cost Reimbursable Sub-Grant.

The following outlines the required information for quarterly program reports:

1. A comparison of actual accomplishment of activities with the goals established for the previous reporting period. Reasons why established goals were not met should be explained. Problems encountered and lessons learned should be described; and success stories included.
2. Planned activities and goals to be undertaken and accomplished during the following quarter.
3. The 4th Quarter report is an annual compilation of the previous quarters including activities occurring in the 4th Quarter to be used in the Annual Results Report. WaterAid will make every effort to provide advance notice when possible for submission of the Annual Results Report due to USAID.
4. Special Reports

Between the required program performance reporting dates, events may occur which have had significant impact upon the program. In such instances, Subgrantee shall inform WaterAid as soon as the following types of conditions became known: problems, delays or adverse conditions that may materially affect the performance of the sub-award; any need for changes in budget estimates in accordance with paragraph D.1 of this Schedule.

1. Annual Work-plans, Budgets

The Subgrantee shall prepare and submit a draft annual work plan which flows down from the global Work Plan as submitted to USAID by the prime recipient and a budget that outlines current and future staffing of the Subgrantee, planned activities, plans for management of the activities, and targets for success for each of the activities. The draft annual work-plan and budget shall be submitted by the Sub-grantee to WaterAid at least fifteen (15) days prior to end of the of each USAID fiscal year.

1. Monitoring and Evaluation

As the primary recipient of US. Government funding, WaterAid will direct and lead the overall monitoring and evaluation effort of the project. The Sub-grantee M&E personnel will coordinate their monitoring and evaluation activities with WaterAid. WaterAid will provide the required format for all reports and database access. The first evaluation study will be the baseline study. The baseline report will be used to finalize the detailed implementation plan, indicator performance tracking table and the performance management plan. Attachment 8 will be provided to the Sub-grantee upon approval by USAID.

The Sub-grantee will provide information to WaterAid for the external reports to USAID with detailed results based on the PMP. All data will be disaggregated as indicated in the PMP.

The collection and analysis of data trigger indicators will be integrated into the M&E plan. For those identified as falling under SO XX or SO XX, the responsibility for monitoring these trigger indicators will rest with the Subrecipient. When indicators are triggered (and validated) reports will be made directly by the subgrantee to WaterAid.

1. Final Report

The final program and financial reports, including inventory management lists shall be submitted by the Subrecipient to WaterAid via electronic mail no later than sixty (60) days after the end of the project.

1. Taxation of U.S. Foreign Assistance

The Subrecipient shall report annually the following information 5 business days before April 1st:

* 1. Amount of foreign taxes assessed by a foreign government on commodity purchase transactions valued at $500 or more financed through the WATERAID program under this Cost Reimbursable Sub Grant during the prior fiscal year.
  2. Any reimbursements received by the subgrantee during the past year regardless of when the foreign tax was assessed.

Reports are required even if the Subrecipient did not pay any taxes during the reporting period.

For purposes of this report “Commodity” means any material, article, supply, goods or equipment.

## Salary Supplements.

## The Sub-grantee agrees not to pay or agree to pay any salary supplements to cooperating country officials except those consistent with USAID policy and approved by WaterAid.

## Communications with USAID or Cooperating Country Officials.

Except as otherwise approved by WATERAID, all communications (whether oral, written, or electronic) by the Sub-grantee, its personnel, contractors, suppliers, and lower-tier Sub-grantees concerning or affecting performance of any aspect of the Sub-grant, the Prime Award, and the Program, shall be made solely to WaterAid International and not directly to USAID or Cooperating Country officials.

## GEOGRAPHIC CODE AND Eligibility Rules for Procurement of Goods and Services Funds

The authorized USAID Geographic Code for procurement of goods and services under this Cost Reimbursable Sub-Grant is **Insert from Cooperative Agreement**. Rules for eligibility for procurement of goods and services are found at Attachment 4, titled “USAID Eligibility of Goods and Services” for specific instructions on eligible items, eligible suppliers and documentation procedures. The cost of goods or services purchased which do not conform to the terms and conditions of this award will be considered unallowable. The Sub-grantee will be required to refund to WaterAid all unallowable costs charged to this Cost Reimbursable Sub-Grant.

## PROGRAM INCOME

The Subrecipient shall account for Program Income in accordance with 2 CFR 200.307. Sub-grantee is authorized to expend program income **Insert what USAID has given us in the Cooperative Agreement**.

## NOTICES

Any notice or request required or permitted to be given or made under this Cost Reimbursable Sub- Grant shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by registered or certified mail, by email or by facsimile to the party to which it is required or permitted to be given or made at such party’s addresses specified below:

|  |  |  |  |
| --- | --- | --- | --- |
| **WaterAid:** |  |  |  |
| Grants, Contracts, and Compliance: | Technical Field: | Technical HQ: | Finance HQ: |
|  |  |  |  |
| **SUBRECIPIENT:** |  |  |  |
| Compliance Administrator: | Technical Field | Technical HQ: | Finance: |

## COST SHARE

The Sub-grantee agrees to provide an amount not less than XX%of the WaterAid share of the project budget, in cost share in accordance with the Standard Provision titled “Cost Sharing” as found in Attachment 4. The Subgrantee shall provide valid and adequate documentation in support of all cost share amounts reported at any given period. Documentation requirements for in-kind contributions and other forms of cost share are similar to those required for reporting expenditures under WaterAid funding. Failure to meet the required cost share amount stipulated in this Cost Reimbursable Sub-Grant or failure to provide adequate and verifiable documentation for cost share reported may result in termination of this Cost Reimbursable Sub-grant or a proportionate reduction in funds to be made available to the Subrecipient as deemed necessary by WaterAid.

## LEVERAGING X

The Sub-Grantee agrees to apply a leveraged amount of not less than $XX of non-federal USAID resources, or XX % of the total activity costs, whichever is less, to this program. Leverage should be reported in Program Reports.

## Communications with USAID or Cooperating Country Officials.

Except as otherwise approved by WATERAID, all communications (whether oral, written, or electronic) by the Sub-grantee, its personnel, contractors, suppliers, and lower-tier Sub-grantees concerning or affecting performance of any aspect of the Sub-grant, the Prime Award, and the Program, shall be made solely to WaterAid and not directly to USAID or Cooperating Country officials.

**O. PUBLICATIONS AND MEDIA RELEASES**

USAID shall be prominently acknowledged in all publications, videos or other information/media product funded or partially funded through this Sub-grant, as outlined on the USAID website under www.usaid.gov/branding. These requirements include the use of the USAID logo and the following language on technical reports and similar for program materials:

**"This publication was prepared by [organization], with support from the United**

**States Agency for International Development, via [project] implemented by WaterAid Federation The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of WaterAid ., [organization], the U.S. Agency**

**for International Development, or the United States government."**

It is the responsibility of the Sub-grantee to follow the most current guidelines, as posted on the USAID site and to address any questions to the WaterAid POC to ensure

understanding and compliance.

The Sub-grantee shall adhere to Attachment 9 “Branding Strategy and Marking Plan.”

Any materials to be published, including brochures, videos, posters, and technical reports should be shown to the WaterAid Country Director or his/her designee in draft format at least thirty (30) days before publication. WaterAid reserves the right to edit and provide feedback on technical content and style and to base provision of funding for the publication on WaterAid approval of technical content of program materials.

As a condition of receipt of this Sub-grant, marking with the USAID Identity of a size and prominence equivalent to or greater than the Sub-grantee’s, other donor's or third parties is required. In the event the Sub-grantee chooses not to require marking with its own identity or logo by the Sub-grantee, WaterAid may, at its discretion, require marking by the Sub-grantee with the USAID Identity.

In the event Sub-grant funds are used to underwrite the cost of publishing, any profits or royalties up to the amount of such cost shall be credited to the Sub-grant.

Except as otherwise provided in the terms and conditions of the Sub-grant, the author or the Sub-grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Sub-grant, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U.S. Government purposes.

## STANDARDS OF BUSINESS ETHICS & CONDUCT

WaterAid 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 WaterAid employees, agents, Sub-grantees, and representatives adhere to a particularly high ethical standard.  WaterAid’s expectation is that the Sub-grantee also will conduct its business fairly, impartially and in an ethical and proper manner.  If Sub-grantee has cause to believe that WaterAid or any employee or agent of WaterAid has acted improperly or unethically under this Sub-grant, Subcontractor shall report such behavior to the WaterAid’s hotline, by phone at +44 (0) 203 117 2520, online XXXX or email at XXXX

If a violation is related to fraud, waste, or misconduct (including bribery or gratuity violations) on a U.S. government contract or grant, the Sub-grantee must promptly report the incident to WaterAid’s Director of Internal Audit

**STANDARD GENERAL TERMS AND CONDITIONS**

1. **WARRANTIES AND REPRESENTATIONS.**

Sub-grantee warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, the Sub-grantee warrants that all services performed hereunder shall be performed to the highest professional standards and Subgrantee agrees to correct or re-perform any services not in compliance with this standard at no additional cost. The Sub-grantee warrants and certifies to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, or proposed for debarment or suspension by any governmental department or agency, (b) have not within a three-year period preceding this Sub-grant been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract, (c) are not currently the subject of a civil or criminal investigation or an inspector general audit, (d) have neither solicited nor obtained bid or proposal information or source selection information related to the Prime Grant, (e) do not have a relevant conflict of interest or the appearance thereof, (f) have not offered anything of value to a current or former U.S. Government Procurement Official who participated personally and substantially in the Prime Grant award, (g) will comply and follow WaterAid’s Safeguarding Policy and Child Protection Policy and (h) have not made and will not make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for a political office for the purpose of obtaining or retaining business. The Sub-grantee agrees to notify WaterAid immediately should it learn that any of the above warranties or representations is no longer fully correct.

1. **COMMUNICATIONS WITH CLIENT.**

The Sub-grantee is expressly prohibited from communicating with WaterAid client under the Prime Grant (the “Client”) unless the parties otherwise expressly agree. All Client authorizations and all communications intended for the Client shall be obtained through WaterAid.

1. **ADVERSE EVENTS AND NOTICE OF DELAYS.**

The Subgrantee shall promptly inform WaterAid in writing whenever it knows of or has reason to know of any material delays or if there is an adverse event that materially threatens the due and timely performance of this Sub-grant. Time is of the essence. Any such notice shall be informational only and receipt thereof shall not constitute a waiver by WaterAid of the delivery schedule or any of WaterAid rights or remedies hereunder.

1. **NON-ASSIGNMENT AND LOWER-TIER SUBGRANTING.**

The Subgrantee shall not assign this Sub-grant or the work or assign the right to receive any payments coming due hereunder, either in whole or in part, without prior written consent of WaterAid. Similarly, lower tier Sub-grants, when approved, may not be further assigned in whole or in part without prior written consent of WaterAid. Any such assignment or transfer not in accordance with this Paragraph shall be invalid.

1. **TERMINATION.**

1. WaterAid may by written notice of default to the Sub-grantee, terminate this Subgrant in whole or in part at any time if the Sub-grantee materially fails to:

(a) Deliver the supplies or perform the services within the time specified in the Subgrant or any extension.

(b) Make progress, in such a way as to endanger performance of the Sub-grant; or

(c) Perform any of the other provisions of this Sub-grant.

Provided however WaterAid's right to terminate this Sub-grant under subdivisions (a)-(c) above may only be exercised if the Subgrantee does not cure such failure within 7 calendar days (or more if authorized in writing by WaterAid ) after receipt of notice from WaterAid specifying the failure.

**B.** Termination for Convenience - This Cost Reimbursable Sub-Grant may be terminated in whole or in part by either party with 30-day notice. The Sub-grantee shall not incur new obligations for the terminated portion of the Cost Reimbursable Sub-grant after the effective date and shall cancel as many outstanding obligations as possible.   
  
**C**. If WaterAid terminates this Sub-grant in whole or in part, it may acquire, under the terms and in the manner WaterAid considers appropriate, supplies or services equivalent to those terminated and the Subrecipient shall be liable to WaterAid for any excess costs for those supplies or services. However, the Subgrantee shall continue any work not terminated.

**D**. If this Sub-grant is terminated for default, WaterAid may require the Sub=grantee to transfer title and deliver to WaterAid, as directed by WaterAid, any completed or partially completed Work, supplies, partially completed supplies, materials, parts, tools, equipment, fixtures, plans, drawings, information, data, and contract rights that the Subgrantee has specifically produced or acquired from the terminated portion of this Sub-grant. Upon direction of WaterAid the Subgrant shall also protect and preserve property in its possession in which WaterAid has an interest.

**E**. WaterAid shall pay the Subrecipient for completed materials and/or supplies delivered and accepted. The Subgrantee and WaterAid shall agree on the amount of payment for partially completed Work delivered and accepted and for the protection and preservation of property. Failure to agree will be considered a dispute under the Disputes Clause. WaterAid may withhold from these amounts any sum WaterAid determines to be necessary to protect WaterAid against loss because of outstanding liens or claims of former lien holders.

**F**. The rights and remedies of WaterAid in this clause are in addition to any other rights and remedies provided by law or under this Subgrant.

1. **FORCE MAJEURE.**

No party shall be deemed to have defaulted under this Sub-grant for any failure or delay in performance when and to the extent such failure or delay is caused by acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, strikes, riots or other civil unrest; (d) embargoes or blockades; or (e) national or regional emergency. The party suffering a force majeure event shall give prompt notice to the other party and shall use diligent efforts to end or minimize the force majeure effects. If the force majeure delay continues for more than 60 calendar days following initial occurrence of the force majeure condition, the other party may terminate this Sub-grant, in whole or in part, for convenience in accordance with the provisions of Section E, above.

1. **INDEMNITY.**

The parties agree to indemnify and save harmless each other and their employees and agents from and against any and all claims and liability, loss, and costs (including reasonable legal and professional fees and expenses) arising out of their negligent acts or omissions and the acts or omissions of their respective employees, agents or Subgrantee in the performance of this Sub-grant. Included but not limited in the acts covered by this paragraph are violations of the False Claims Act, the Foreign Corrupt Practices Act, and the infringement of intellectual property rights.

1. **LIMITATION OF LIABILITY.**

In no event shall the parties and their affiliates and/or employees or agents be liable, whether in contract, warranty or tort (including negligence or strict liability) for any special, indirect, consequential, multiple or punitive damages of any nature arising out of or in connection with this Sub-grant.

1. **INSURANCE.**

Subgrantee shall during the term of this Sub-grant have and maintain in full force and effect, comprehensive general liability insurance, including broad form contractual liability endorsements with said coverage not being less than One Million Dollars ($1,000,000) per occurrence. In addition, Subrecipient shall have and maintain Workers’ Compensation or Defense Base Act insurance, as applicable, or other similar insurance in accordance with the laws of the Sub-grantee's jurisdiction governing its employees as well as any other insurance coverage, including standard policy limits, that are either (a) typically maintained based on the highest industry standards, or (b) requested by WaterAid to be purchased and maintained by Sub-grantee. The insurance coverage described above shall be placed with an insurance company with an A.M. Best rating of not less than A-. The insurance coverage required in paragraph (a) above shall be evidenced by a Certificate of Insurance, which shall be provided to WaterAid and shall (i) name WaterAid as an additional insured (if requested), and (ii) require WaterAid be provided written notice within thirty (30) days prior to any change in or cancellation of such insurance.

1. **INTELLECTUAL PROPERTY.**

The term “intellectual property” shall include but not be limited to publications, work products, software and software codes, documentation, and technical data that are created under the Sub-grant with funding made available by or through WaterAid. Unless otherwise agreed, all intellectual property created by sub-grantee and/or its employees, agents and Sub-grantee under the Sub-grant will be considered “works for hire” and owned by WaterAid. Sub-grantee shall include the substance of this section in any lower-tier Sub-grants.

1. **CONFIDENTIALITY AND** **NONDISCLOSURE.**

The Parties acknowledge that during the term of the Sub-grant they may gain access to each other’s confidential and proprietary information. Such information includes without limitation, information related to patents, research, computer software, computer code, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how of WaterAid and/or of the Client ("Proprietary Information"). The parties agree to safeguard and hold in strictest confidence all Proprietary Information. The parties shall inform their employees, agents and lower tier sub-grantees who are given access to Proprietary Information of the restrictions contained in this paragraph and shall obtain from them written agreements that they will be bound by these restrictions. If requested, the parties will provide each other copies of such written agreements. The parties recognize that their violation of this Paragraph may give rise to irreparable injury inadequately compensable in damages, and that, accordingly, each may immediately terminate this Sub-grant, in whole or in part, and seek and obtain reasonable, injunctive relief in addition to any other legal remedies which may be available.

1. **DISPUTES RESOLUTION, ARBITRATION AND APPLICABLE LAW**

Any dispute, claim or other disagreement between the parties arising out of or relating to this Sub-grant (each, a “Dispute”), including with respect to the interpretation of any provision of this Sub-grant and with respect to the performance by WaterAid or sub-grantee of their respective obligations hereunder, shall be resolved as provided in this Section. Each party agrees to continue performing its obligations under this Sub-grant while any dispute is being resolved.

Prior to the initiation of arbitration hereunder, the parties shall first attempt to resolve their Dispute on an informal basis. If either party believes that a Dispute will not be amicably resolved informally and without resort to the procedures described in this Paragraph, such party may call for progressively senior management involvement in the dispute negotiation and resolution by providing written notice to the other party. Nothing in this Section on Informal Dispute Resolution shall be construed to prevent a party to from instituting formal proceedings earlier to avoid the expirations of any applicable limitations period, or to preserve a superior position with respect to other creditors.

Any Dispute not resolved under Informal Dispute Resolution shall be resolved by mandatory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) (the “Rules”) then in effect, except to the extent modified by this Article. The arbitration shall be conducted by a tribunal of three (3) arbitrators (the "Tribunal"). Each party shall select one arbitrator and the third arbitrator shall be appointed by the AAA and shall be Chairman of the Tribunal. The arbitral tribunal may allow for reasonable discovery, within the scope determined by such tribunal, and shall establish the time period within which discovery response must be served. The parties shall use their best efforts to commence and conduct any arbitration hereunder expeditiously. The Tribunal may set such timetable for the arbitration as may seem to it appropriate, and the Tribunal may impose any remedy it deems just for any party’s effort to unnecessarily delay, complicate, or hinder proceedings. In any event, final hearings shall take place within 6 months of the date the demand for Arbitration is filed. The arbitration proceedings shall be held in Washington, D.C. and shall be conducted in the English language. Any arbitration proceeding held pursuant to this Article shall be governed by the Rules. Judgement upon the award rendered by the Tribunal may be entered in any court having jurisdiction thereof.

The award rendered by the Tribunal shall be final and binding upon the parties. Each of the parties hereby waives any right to appeal, or seek other recourse against, an arbitral award rendered hereunder. Each of the parties agrees to voluntarily and promptly comply with the arbitral award and, in the case of a money award, the party obligated to pay shall do so within 30 days following issuance of the award.

1. **NOTICES.**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Sub-grant (or to such other address that may be designated in writing by the receiving party from time to time.) Any Notice or other communication required hereunder shall be sufficiently given if personally delivered or sent by confirmed electronic mail, confirmed facsimile, confirmed overnight delivery, or by first class mail, return receipt requested, postage prepaid, and addressed to the other party at its address.

1. **CLAIMS RELATED TO PRIME GRANT**

If a binding decision is made by a Client under the Prime Grant and such pertains to the subject matter of this Sub-grant, then such decision also shall be binding upon subgrantee. If, as a result of any such decision, WaterAid is unable to obtain payment or reimbursement under the Prime Grant, or is required to refund or credit the relevant amount, Sub-grantee shall, on demand, promptly withdraw its invoice(s) and/or repay such amount(s) to WaterAid.

1. **PUBLIC ANNOUNCEMENTS OR RELEASES.**

No news release, public announcement, or advertising material, regardless of media, pertaining to this Sub-grant or the relationship between the parties hereto shall be issued by Sub-grantee without the prior review and written consent of WaterAid.

1. **CLIENT PROPERTY.**

All property and materials acquired by subgrantee and charged to WaterAid under this Sub-grant shall be the property of WaterAid or the Client unless otherwise specified. Sub-grantee's acquisition of all such property and materials shall conform to applicable 2 CFR 200.310-316 and/or the Prime Grant.

1. **COMPLETE SUBGRANT, MODIFICATION, WAIVER.**

This Sub-grant is the complete and exclusive statement of the understandings between the parties with regard to the subject matter hereof, and supersedes in its entirety any previous understandings, whether oral or written. This Sub-grant may not be altered, amended, or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a signed modification. All modifications will be issued and signed by **[WaterAid Director of Grants, Contracts and Compliance].** Neither party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in writing.

1. **CHANGES**
2. **[WaterAid Director of Grants, Contracts and Compliance]** may at any time, by written order, make changes within the general scope of this Sub-grant in any one or more of the following:
3. Description of services to be performed.
4. In the method or manner of performance.
5. In Sub grantor or Client furnished property or services.
6. Time of performance (i.e. hours of the day, days of the week, etc.)
7. Directing acceleration in the performance of the work.
8. Extending the completion date of performance.
9. Place of performance.
10. Drawings, designs or specifications of supplies to be furnished.
11. Place of delivery.
12. Any other written or oral order (which, as used in this paragraph (b) includes direction, instruction, interpretation, or determination) from the **[Director of Grants, Contracts and Compliance]** that causes a change shall be treated as a change order under this clause; *provided* that the Sub-grantee gives the WaterAid **[ Director of Grants, Contracts and Compliance]** written notice stating (1) the date, circumstances, and source of the order and (2) that the Subgrantee regards the order as a change order.
13. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding until agreed to in writing by the WaterAid **[Director of Grants, Contracts and Compliance]** or designee. The issuance of information, advice, approvals, or instructions by WaterAid technical personnel or other representatives shall be deemed expressions or personal opinions only and shall not affect the rights and obligations of the parties hereunder unless the same is in writing, is signed by the WaterAid **[Director of Grants, Contracts and Compliance]** or designee, and which expressly states that it constitutes an amendment or change to this Sub-grant.
14. If any change under this clause causes an increase or decrease in the Sub-grantee’s cost of, or the time required for, the performance of any part of the work under this Sub-grant the WaterAid **[Director of Grants, Contracts and Compliance]** shall make an equitable adjustment and modify the Sub-grant in writing.
15. The Subgrantee shall assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the WaterAid **[Director of Grants, Contracts and Compliance]** a written statement describing the general nature and amount of the proposal, unless this period is extended by the Sub grantor.
16. No proposal by the Subgrantee for an equitable adjustment shall be allowed if asserted after final payment under this Sub-grant.
17. **REMOVAL OF SUB-GRANTEE PERSONNEL**

**A.** WaterAid shall have the right, at any time, to request removal of any personnel provided by the Subgrantee whom the Client and / or WaterAid reasonably deem to be unsatisfactory. Upon such request, the subgrantee shall use all reasonable efforts to promptly replace such removed personnel with substitute subgrantee personnel acceptable to WaterAid and/or the Client. The Subgrantee shall be responsible for all costs associated with the replacement of such removed personnel including demobilization and mobilization of replacement personnel.

**B**. If it becomes necessary to replace personnel, the Subgrantee shall notify the WaterAid [**Director of Grants, Contracts and Compliance]** reasonably in advance of such removal, and shall submit justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including financial impact) on this Sub-grant. No diversion or replacement of such personnel shall be made by the Subgrantee without the prior written consent of WaterAid which may be dependent upon WaterAid receiving such consent from its Client.

**C.** If personnel are discharged by the subgrantee for misconduct or inexcusable nonperformance, travel and transportation costs associated with the repatriation of such personnel and the assignment of replacement personnel shall not be an allowable cost under this Sub-grant unless otherwise approved by WaterAid.

**20. RECORDS MAINTAINANCE AND EXAMINATION OF RECORDS AND AUDIT**

1. The subgrantee shall maintain records in accordance with 2 CFR 200.327 .337. In addition, Subgrantee shall permit the Comptroller General of the United States and the designated USAID Agreement Officer, or their authorized representatives, including WaterAid and its representatives, **[and the Prime and its representatives]** access to and the opportunity to examine all books and records and all cost or pricing data of any type and in any form pertinent to the award or performance of this Cost Reimbursable Sub Grant or the accounting therefore.
2. Subgrantee must comply with the audit provisions as stated in 2 CFR 200.500-.520. In addition, WaterAid retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of funds provided under this Cost Reimbursable Sub Grant.
3. The subgrantee agrees to furnish copies of annual audit reports required under this award. This report shall be furnished to the **[Director of Grants, Sub grants, and Compliance]** listed in Section P not later than 30 days after receipt of the final report, including any revisions to the approved NICRA. The Subgrantee further agrees to meet with WaterAid personnel on these any compliance issues and to submit any required reports in a timely manner.

**21. FURTHER ASSURANCES**Each of the parties hereto agrees take such further actions as may be reasonably required to carry out the purposes of this Sub-grant and give effect to the transactions contemplated herein.

**22. GOVERNING LAW AND LAWS AND REGULATIONS**

This Cost Reimbursable Sub-grant shall be governed by and construed in strict accordance with the law of (BLANK), except for its laws on choice of laws and those portions of and the Standard Provisions that are incorporated herein by reference. In such latter event, such provisions shall be interpreted in accordance with the decisions of the Federal Courts and the Board of Sub-grant Appeals. The Prime Recipient and the Subgrantee agree to comply with all applicable Federal, State, foreign, provincial, and local laws, ordinances and regulations, and all applicable orders and regulations of the Executive Branch, other departments, agencies, and instrumentalities of the United States Government.

**23. PROVISION RESTRICTING WATERAID OR ITS SUBGRANTESS FROM MAKING SUBAWARDS TO SUBGRANTEES WITH TERRORIST CONNECTIONS**

Subgrantee is notified that U.S. Executive Orders and statutory law prohibit transactions with, and the provision of resources, and support to, individuals and Sub-grantee associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with these Executive Orders and laws. To promote such compliance current USAID regulations require Subgrantee to sign and return the Anti-Terrorism Certification attached hereto as Attachment 7 as a pre-condition to the disbursement of funds under this Cost Reimbursable Sub Grant. This provision must be included in all Sub-grants and Cost Reimbursable Sub Grant s issued by the Subgrantee. In addition to relying on locally available resources, the Subgrantee may use resources available on the internet to review established lists published by the U.S. Government these may be located at:

http://www.treasury.gov/offices/enforcement/ofac/sanctions/t11ter.pdf

http://www.treasury.gov/offices/enforcement/ofac/sdn/t11sdn.pdf

http://www.state.gov/s/ct/rls/fs

Any transaction with entities or individuals found on these lists is strictly prohibited.

**24. USAID STANDARD PROVISIONS**

All USAID Standard Provisions applicable to this award can be found at Attachment 6. In all instances where “USAID” appears, WaterAid will be substituted.

As the subgrantee does not have a direct relationship with USAID under this Cost Reimbursable Sub- Grant, subgrantee shall not initiate communication with any official or employee of USAID concerning this Cost Reimbursable Sub-grant without the explicit prior written authorization of WaterAid. All required USAID approvals shall be directed through WaterAid.

However, WaterAid recognizes that discussions between Subgrantee and USAID or **Project name** implementing subgrantees regarding the technical approaches within Subgrantee’s Program Description are appropriate and may be expected during the program’s implementation. Any such discussions with USAID shall be documented and provided to WaterAid informally within one business week of such discussion. WaterAid is committed to early and clear communication with the Subgrantee regarding technical information that informs sub-grantee’s implementation of **Project Name**.

The Standard Provision titled “Publications and Media Releases” is hereby amended to require acknowledgement of USAID as well as “**Project Name**” for any published items including new training materials developed under this Subgrant. WaterAid will provide copies of logos.

**25. SPECIAL PROVISIONS**

Pending the outcome of a responsibility determination in accordance with 2 CFR 200 the Sub-grantee agrees to adhere to the guidance and direction provided by WaterAid in the following areas:

Financial and Program Management in keeping with 2 CFR 200.300-.309, .327-.329

Property Standards in keeping with 2 CFR 200.310-.316

Procurement Standards in keeping with 2 CFR 200.317-.326

Reports and Records in keeping with 2 CFR 200.333-337

If the Grantee is directed to Sub-grant for its own technical assistance, an analysis will be conducted to determine if additional funds are needed. WaterAid may separately Sub-grant for the technical assistance and authorize the Grantee to call on the Sub-grantor for specified services. Technical assistance may be furnished directly by WaterAid personnel.

**26. ENVIRONMENTAL COMPLIANCE**

The subgrantee will follow WaterAid’s Initial Environmental Examination (IEE), Attachment 8 and any subsequent approved environmental status reports approved by USAID.

**27. MARKING AND BRANDING**

The subgrantee will follow the approved Marking and Branding plan as approved by USAID. WaterAid will provide any approved revised copies of Attachment 9 to the subgrantee at the time of approval by USAID.

# **ATTACHMENT 2 -Certifications, Assurances, Representations Other Statements of the Recipient**

NOTE: When these Certifications, Assurances, Representations and Other Statements of Recipient are used for cooperative agreements, the term “Grant” means “Cooperative Agreement.”

# **Part I – Certifications and Assurances**

## Assurance of Compliance with Laws and Regulations Governing Non- Discrimination in Federally Assisted Programs

*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*

1. The recipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:
   1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000- d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
   3. The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
   4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
   5. USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
2. If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to

participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

## Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

“The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be 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 in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned must complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.”

## Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: 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 Part 140.

## Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Recipient pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury’s Office of Foreign Assets Control (OFAC).
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
   1. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of [**Specially Designated Nationals and**](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)[**Blocked Persons**](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx), which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
   2. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s Web site: [**http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm**](http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm).
   3. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
   4. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification -
   1. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
      1. “Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
      2. “Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
   2. “Terrorist act” means -
      1. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: [**http://untreaty.un.org/English/Terrorism.asp**);](http://untreaty.un.org/English/Terrorism.asp)%3B) or
      2. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
      3. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
   3. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
   4. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
   5. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

## Certification Regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013

*Note: This certification must be completed prior to receiving an award if the estimated value of services required to be performed under the award outside the United States exceeds $500,000. This certification must also be submitted annually to the Agreement Officer during the term of the award.*

By signing below, the applicant or recipient, as applicable, through its duly designated representative, after having conducted due diligence, hereby certifies the following:

* 1. The applicant/recipient has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the Mandatory Provision “Trafficking in Persons” and is in compliance with that plan;
  2. The application/recipient has implemented procedures to prevent any activities described in section (a) of the Mandatory Provision “Trafficking in Persons” and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of the applicant/recipient engaging in any activities described in such section; and
  3. To the best of the representative’s knowledge, neither the applicant/recipient, nor any employee, contractor, or subawardee of the applicant/recipient, nor any agent of the applicant/recipient or of such a contractor or subawardee, is engaged in any of the activities described in section (a) the Mandatory Provision “Trafficking in Persons.”

## Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non- Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224, and (5) the Certification Regarding Trafficking in Persons above.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

Request for Application or

Annual Program Statement No.

|  |  |
| --- | --- |
| Application No. |  |
| Date of Application |  |
| Name of Recipient |  |
| Typed Name and Title |  |
| Signature |  |
| Date |  |

# **Part III – Participant Certification Narcotics Offenses and Drug Trafficking**

1. I hereby certify that within the last ten years:
   1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
   2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
   3. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature:

Name:

Date:

Address:

Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

**Part IV – Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**

* 1. As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –
     1. “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
     2. “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/MPBP Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

* 1. **Applicant Representation**:

1. The Applicant represents that it is [ ] is not [ ] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
2. The Applicant represents that it is [ ] is not [ ] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

# **Part V – Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)**

1. Definitions.

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

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

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

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

1. In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non- Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors 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.
2. The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
3. **Representation**. By submission of its application, the prospective recipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

# **Part VI – Other Statements of Recipient**

## Authorized Individuals

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name Title Telephone No. Facsimile No.

## Taxpayer Identification Number (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient’s TIN:

TIN:

## Data Universal Numbering System (DUNS) Number

1. Unless otherwise specified in the solicitation using an applicable exemption, in the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.
2. The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:
   1. Recipient’s name.
   2. Recipient’s address.
   3. Recipient's telephone number.
   4. Line of business.
   5. Chief executive officer/key manager.
   6. Date the organization was started.
   7. Number of people employed by the recipient.
   8. Company affiliation.
3. Recipients located outside the United States may email Dun and Bradstreet at [**globalinfo@dbisma.com**](mailto:globalinfo@dbisma.com) to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS:

## Letter of Credit (LOC) Number

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC:

## Procurement Information

1. Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee’s or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.
2. Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

$

1. Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

TYPE/DESCRIPTION (Generic) QUANTITY ESTIMATED UNIT COST

1. Source If the recipient plans to purchase any goods/commodities which are not in accordance with the Standard Provision “USAID Eligibility Rules for Procurement of Commodities and Services,” indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source. “Source” means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located in the cooperating country at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received, “source” means the country from which the commodity was shipped to the free port or bonded warehouse. Additionally, “available for purchase” includes “offered for sale at the time of purchase” if the commodity is listed in a vendor’s catalog or other statement of inventory, kept as part of the vendor’s customary business practices and regularly offered for sale, even if the commodities are not physically on the vendors’ shelves or even in the source country at the time of the order. In such cases, the recipient must document that the commodity was listed in the vendor’s catalog or other statement of inventory; that the vendor has a regular and customary business practice of selling the commodity through “just in time” or other similar inventory practices; and the recipient did not engage the vendor to list the commodity in its catalog or other statement of inventory just to fulfill the recipient’s request for the commodity.

|  |  |
| --- | --- |
| TYPE/DESCRIPTION |  |
| QUANTITY |  |
| ESTIMATED GOODS |  |
| PROBABLE GOODS |  |
| PROBABLE (Generic) |  |
| UNIT COST |  |
| SOURCE |  |

1. Restricted Goods. If the recipient plans to purchase any restricted goods, indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION QUANTITY

ESTIMATED

PROBABLE

INTENDED USE (Generic) UNIT COST

SOURCE

1. Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in accordance with the Standard Provision “USAID Eligibility Rules for Procurement of Commodities and Services,” indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier.

|  |  |
| --- | --- |
| TYPE/DESCRIPTION |  |
| QUANTITY |  |
| ESTIMATED |  |
| PROBABLE SUPPLIER |  |
| NATIONALITY |  |
| RATIONALE (Generic) |  |
| UNIT COST (Non-US Only) |  |
| FOR NON-US |  |

## Past Performance References

On a continuation page, please provide past performance information requested in the RFA.

## Type of Organization

The recipient, by checking the applicable box, represents that -

1. If the recipient is a U.S. entity, it operates as [ ] a corporation incorporated under the laws of the State of, [ ] an individual, [ ] a partnership, [ ] a nongovernmental nonprofit organization, [ ] a state or local governmental organization, [ ] a private college or university, [ ] a public college or university, [ ] an international organization, or [ ] a joint venture; or
2. If the recipient is a non-U.S. entity, it operates as [ ] a corporation organized under the laws of (country), [ ] an individual, [ ] a partnership, [ ] a nongovernmental nonprofit organization, [ ] a nongovernmental educational institution, [ ] a governmental organization, [ ] an international organization, or [ ] a joint venture.

## Estimated Costs of Communications Products

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

**ATTACHMENT 3 -MANDATORY STANDARD PROVISIONS TO NON-US BASED**

**NON-GOVERNMENTAL ORGANIZATIONS - All Mandatory Standard Provisions apply**

|  |  |  |
| --- | --- | --- |
| **Applicable?** | **Non-US** | **Mandatory Standard Provisions** |
| Yes | M1 | Allowable cost (December 2014) |
| Yes | M2 | Accounting, Audit, and Records (October 2017) |
| Yes | M3 | Amendment of award and revision of budget (August 2013) |
| Yes | M4 | Notices (June 2012) |
| Yes | M5 | Procurement policies (June 2012) |
| Yes | M6 | USAID eligibility rules for goods and services (June 2012) |
| Yes | M7 | Title to and use of property (December 2014) |
| Yes | M8 | Submissions to the development experience clearinghouse and data rights (June 2012) |
| Yes | M9 | Marking and public communications under USAID-funded assistance (December 2014) |
| Yes | M10 | Award termination and suspension (December 2014) |
| Yes | M11 | Recipient and employee conduct (June 2018) |
| Yes | M12 | Debarment and suspension (June 2012) |
| Yes | M13 | Disputes and appeals (December 2014) |
| Yes | M14 | Preventing terrorist financing (August 2013) |
| Yes | M15 | Trafficking in persons (April 2016) |
| Yes | M16 | Voluntary population planning activities – mandatory requirements (May 2006) |
| Yes | M17 | Equal participation by faith-based organizations (June 2016) |
| Yes | M18 | Nondiscrimination (June 2012) |
| Yes | M19 | USAID disability policy – Assistance (June 2012) |
| Yes | M20 | Limiting construction activities (August 2013) |
| Yes | M21 | USAID implementing partner notices (IPN) portal for assistance (July 2014) |
| Yes | M22 | Pilot program for enhancement of grantee employee whistleblower protections (September 2014) |
| Yes | M23 | Submission of datasets to the development data library (October 2014) |
| Yes | M24 | Prohibition on providing federal assistance to entities that require certain internal confidentiality agreements (May 2017) |
| Yes | M25 | Child safeguarding (June 2015) |
| Yes | M26 | Mandatory disclosures (July 2015) |
| Yes | M27 | Nondiscrimination against Beneficiaries (November 2016) |
| Yes | M28 | Conflict of Interest (August 2018) |

**Required as Applicable Standard Provisions Applicable to Awards, Subawards: X ORG is responsible for applying the correct Required as Applicable Standard Provisions for NON-US Based Organizations as per X ORG’s Prime Award with the US Government:**

|  |  |  |
| --- | --- | --- |
| **Applicable?** | **Non-US** | **Required as Applicable Standard Provisions** |
|  | RAA1 | Advance payment and refunds (December 2014) |
|  | RAA2 | Reimbursement payment and refunds (December 2014) |
|  | RAA3 | Indirect costs – negotiated indirect cost rate agreement (NICRA) (December 2014) |
|  | RAA4 | Indirect costs charged as a fixed amount (Nonprofit) (June 2012) |
|  | RAA5 | Universal identifier and system of award management (July 2015) |
|  | RAA6 | Reporting subawards and executive compensation (December 2014) |
|  | RAA7 | Subawards (December 2014) |
|  | RAA8 | Travel and international air transportation (December 2014) |
|  | RAA9 | Ocean shipment of goods (June 2012) |
|  | RAA10 | Reporting host government taxes (June 2012) |
|  | RAA11 | Patent rights (June 2012) |
|  | RAA12 | Exchange visitors and participant training (June 2012) |
|  | RAA13 | Investment promotion (November 2003) |
|  | RAA14 | Cost share (June 2012) |
|  | RAA15 | Program income (December 2014) |
|  | RAA16 | Foreign government delegations to international conferences (June 2012) |
|  | RAA17 | Standards for accessibility for the disabled in USAID assistance awards involving construction (September 2004) |
|  | RAA18 | Protection of human research subjects (June 2012) |
|  | RAA19 | Statements for implementers of anti-trafficking activities on lack of support for prostitution (June 2012) |
|  | RAA20 | Eligibility of subrecipients of anti-trafficking funds (June 2012) |
|  | RAA21 | Prohibition on the use of anti-trafficking funds to promote, support, or advocate for the legalization or practice of prostitution (June 2012) |
|  | RAA22 | Voluntary population planning activities – supplemental requirements (January 2009) |
|  | RAA23 | Conscience clause implementation (Assistance) (February 2012) |
|  | RAA24 | Condoms (Assistance) (September 2014) |
|  | RAA25 | Prohibition on the promotion or advocacy of the legalization or practice of prostitution or sex trafficking (Assistance) (September 2014) |
|  | RAA26 | Limitation on subawards to non-local entities (July 2014) |
|  | RAA27 | Contract provision for DBA insurance under recipient procurements (December 2014) |
|  | RAA28 | Contract award term and condition for recipient integrity and performance matters (April 2016) |
|  | RAA29 | Protecting Life in Global Health Assistance (May 2019) |

*END OF ATTACHMENT 3*

Attachment 4

**APPROVED IMPLEMENTATION PLAN**

.

**[SUBAWARD PROPOSAL TITLE].**

1. **STATEMENT OF PURPOSE AND BACKGROUND**

**[STATEMENT OF PURPOSE AND BACKGROUND]**

**2. PROGRAM GOALS AND OBJECTIVES**

**[PROGRAM GOALS AND OBJECTIVES]**

**3. ILLUSTRATIVE ACTIVITIES AND TIMELINES**

The following implementation plan was submitted with the Sub-grant application and may be revised according to the actual Sub-grant start date and milestones. The detailed implementation steps, timelines and responsibilities are outlined in a Gantt chart attached. The key steps and deliverables are summarized below.

*Step 1 - Policy framework and alignment:* **[DETAIL]**

*Step 2 -* Environmental *Analysis:* **[DETAIL]**

*Step 3 - Internal Analysis and baseline survey:* **[DETAIL]**

*Step 4 - Stakeholder engagement, training and selection:* **[DETAIL]**

*Step 5 - Project launch and training****:* [DETAIL].**

*Step 6 - Evaluation and expansion:* **[DETAIL].**

**4. EXPECTED OUTCOMES**

**[DETAIL].**

**5.** **PROJECT OVERSIGHT**

**[DETAIL].**

*END OF ATTACHMENT 4*

**ATTACHMENT 5**

# **PROGRAM BUDGET**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Organization:** | | | | | | | |  |  |  |  |
| **Country:** | | | | | | | |  |  |  |  |
| **Project Name:** | | | | | | | |  |  |  |  |
| **Effective Dates:** | | | | | | | |  |  |  |  |
|  | | | | | | | |  |  |  |  |
| **SUMMARY BUDGET** | | | | | | | |  |  |  |  |
| **DESCRIPTION** | **YEAR 1** | **YEAR 2** | **YEAR 3** | **YEAR 4** | **YEAR 5** | **TOTAL** |
|
| **A. SALARIES** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **B. FRINGE BENEFITS** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **C. CONSULTANTS** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **D. TRAVEL** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **E. EQUIPMENT** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **F. SUPPLIES** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **G. SUB-GRANTS** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **H. OTHER DIRECT COSTS** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **TOTAL DIRECT CHARGES** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **INDIRECT COST** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **SUBTOTAL INDIRECT CHARGES** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **GRAND TOTAL** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

**ATTACHMENT 6**

**INVOICING AND PAYMENT PROCEDURES**  
Basic Invoice Format. The following basic format, matching the format of the final Budget, shall be used for invoicing:

**Period Covered by this Report:**  Month Day, Year **To** Month Day, Year

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Line Item | APPROVED BUDGET  A | COST INCURRED  PREVIOUS PERIODS  B | COST INCURRED CURRENT PERIOD  C | CUMULATIVE BILLED TO DATE  D=B+C | REMAINING FUNDS  F=A-D |
| I. SALARIES  II. FRINGE BENEFITS  III. CONSULTANTS  IV. TRAVEL  V. EQUIPMENT  VI. SUPPLIES  VII. SUB-GRANTS  VII. OTHER DIRECT COSTS  INDIRECT COSTS |  |  |  |  |  |
| **TOTAL COSTS** |  |  |  |  |  |

Additional Matter. The following additional matter shall be included in each invoice:

* 1. Program income: amount generated during the month; total amount generated to date; total amount set forth in the Budget (if any).
  2. VAT and/or Custom Duties: Were there any commodity purchase transactions equivalent to US$500 or more on which Value-Added Tax or customs duties were paid to a foreign government? YES\_\_\_\_\_ NO\_\_\_\_

If Yes, enter amount and attach itemized list:

* 1. Certifications: “By the signature of its authorized representative below, the Sub-grantee certifies, as a condition of receiving reimbursement, that as of the date of submission all information provided in the financial report is current and correct; Sub-grantee remains eligible to receive the funds sought and its certifications in the Sub-grant remain valid; all costs were actually incurred for the Subprogram and are allowable, allocable, and reasonable under the Applicable Cost Principles, and all other requirements of the Sub-grant have been met; payment of the sum claimed is due and proper under the Sub-grant and applicable law; appropriate refund will be made to WATER AID in the event of material noncompliance with the terms and conditions of the Sub-grant; and such detailed supporting information as WATER AID or USAID may require will be furnished promptly on request.”

**ATTACHMENT 7**

# **ENVIRONMENTAL COMPLIANCE**

As a condition of award, WaterAid must include an Environmental Monitoring and Mitigation Plan (EMMP) in our Initial Work Plan. Once approved, this plan will be communicated to all Sub-grantees, who will be required to comply with all measures included therein.

*If WaterAid’s Cooperative Agreement states that an Initial Environment Examination has been approved or if USAID has issued a separate approval for an IEE, insert the appropriate language here. Otherwise, the Sub-grantee cannot begin implementation until WaterAid informs it that USAID has issued the necessary approval for all activities under the Cooperative Agreement.]*

**Attachment 8**

**MARKING/BRANDING PLAN**

**BRANDING STRATEGY AND MARKING PLAN (BS/MP) FOR**

**"[PROGRAM NAME”]**

**Project Title:** [TITLE]

**Agreement Number:** [DONOR AWARD NUMBER]

**Period of Activity:** [FROM – TO]

**Implementing organization:** X ORG,

1. **BRANDING STRATEGY**
2. **[DETAIL].**
3. **Positioning**
4. *Name of the Program*

**[DETAIL].**

1. *Program Logo*

**[DETAIL].**

1. **Acknowledgements of Other Organizations**

**[DETAIL].**

1. **Communications Products**

Technical Assistance and Communication Products – all such products, including studies, reports, papers, publications, audio-visual productions, public service announcements, Web/Internet sites and other information and media communication products, funded by USAID will be marked with the USAID Identity. All communication products in which content has not been approved by USAID will 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.”*

To ensure Sub-grantee “flow-down,” the following text is incorporated into the Sub-grants, Sub-grant awards and other agreements:

*“As a condition of receipt of this Sub-grant, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, Sub-grantee’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 Sub-grantee, USAID may, at its discretion, require marking by the Sub-grantee with the USAID Identity.”*

*END OF ATTACHMENT 4*

**ATTACHMENT 10**

# **Performance Monitoring Plan (PMP) (M&E Evaluation)**

1. Fringe Benefits include: Paid Time Off (PTO), Medical or Health Insurance, Sick Leave or Annual Leave, all other benefits and allowances required to be provided to an employee under local labor law [↑](#footnote-ref-2)