**[DATE]**

**[TO – SUBRECIPIENT REPRESENTATIVE’S NAME, TITLE]**

**[ORGANIZATION NAME]**

**[ADDRESS 1]**

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

**[COUNTRY]**

**Subject:** Fixed Amount Subaward (FAS) to **[ORGANIZATION NAME]**

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

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

**WATER AID reference**: **[NUMBER]**

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

Dear **[NAME]**:

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

This fixed amount award is effective from **[START DATE]** and ends on **[END DATE].**

Please sign both originals of this subaward to acknowledge receipt and confirm your understanding of acceptance of the subaward 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. Summary of subaward
2. Approved Implementation Plan
3. USAID Standard Provisions for Fixed Amount Subawards
4. Form for Certification of Milestone Completion
5. Branding Strategy and Marking Plan
6. Invoice Template
7. Certifications and Representations

|  |
| --- |
| **SUBRECIPIENT’S ACKNOWLEDGEMENTS AND SIGNATORY PAGE** |

On behalf of **[ORGANIZATION NAME]** I hereby acknowledge our understanding and acceptance of the terms and conditions of this fixed amount subaward 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 WATER AID I hereby accept the subrecipient’s acknowledgement of understanding and acceptance of the terms and conditions of this fixed amount subaward and agree to administer the subaward accordingly.

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

One original of the fully executed subaward to be provided to the subrecipient.

**Attachment 1 - Schedule**

**Fixed Amount Subaward**

In accordance with Prime Award **[DONOR NAME, AWARD NUMBER]** and WATER AID Reference No. **[REFERENCE NUMBER]**, WATER AID, Inc. (hereinafter “WATER AID”) hereby subawards to **[SUBRECIPIENT ORGANIZATION NAME] (**hereinafter referred to as "subrecipient" or **“[ACRONYM]”),** the fixed amount of **[AMOUNT IN WORDS AND CURRENCY (AMOUNT IN NUMBERS AND CURRENCY)]** to support the subrecipient’s program for **[NAME OF PROGRAM]** (“Program”). This subaward is subject to all Mandatory and all applicable As-Applicable Standard Provisions in Attachment 3, which are hereby incorporated by reference.

1. **REFERENCE INFORMATION**

|  |  |
| --- | --- |
| **Required References** | **Information** |
| Subrecipient name |  |
| Subrecipient unique entity identifier |  |
| Federal award identification number |  |
| Federal award start and end date |  |
| Subaward start and end dates |  |
| Prime award description |  |
| Name of federal awarding agency |  |
| CFDA number and name |  |
| Is subaward research and development (Yes/No) |  |

1. **PURPOSE OF SUBAWARD:**

The purpose of this subaward and its attachment, hereinafter “subaward”, is to provide support for the Recipient’s proposed activity as outlined in Attachment 2, Implementation Plan with relevant milestones and timeline, briefly summarized as follows:

**[SUMMARY]**

1. **PERIOD OF AGREEMENT**

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

1. **AMOUNT OF AWARD**

Subaward funds are approved based on the subrecipient’s detailed budget and may only be used for the agreed on milestones within the authorized period of performance.

The total amount for this proposed activity 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 WATER AID.

WATER AID is under no obligation and is not liable for reimbursing the recipient for any amount in excess of the applicable milestone / deliverable amount, or outside of the subaward period, as provided in the subaward.

1. **PAYMENTS**

**[SUBRECIPIENT ORGANIZATION NAME]** shall be paid upon invoicing WATER AID when each of the milestones, detailed in Section E, are completed. Invoices will detail:

1. Milestone description
2. Date milestone was completed
3. Verification, as agreed per Section E, of the completion of the milestone
4. The agreed on fixed amount for the completion of the milestone

WATER AID will, within a timely period, take steps to verify completion of the milestones before payment.

Payment will be made with **[XX]** days of verification of completion of the milestones.

Invoices can only be submitted for deliverables that are completed within the project period.

Prior written authorization of WATER AID is required for exceptions to these terms.

1. **DELIVERABLES AND MILESTONES**
2. Subrecipient milestones to be achieved: The accomplishment of the subaward objective will be based on the completion of the Program milestones and submission of verification of completion as set forth below:

 **MILESTONE TABLE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Milestone #** | **Milestone Description** | **Required Deliverable** | **Milestone Completion Date** | **Milestone Amount**  | **Mode of Verification of Completion of Milestone** |
| 1. | Initial milestone: |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. | Final milestone:  |  |  |  |  |
| **Total** |  |  |  | **US$XX,XXX** |  |

1. The subrecipient will certify the completion of milestones using the forms in Attachment 4.
2. WATER AID will make payment for each disbursing the subaward funds associated with each milestone within **[xx]** business days of WATER AID’s acceptance of the invoice and certification of completion of a milestone.
3. The final milestone must include a certification of completion of all milestones. This final certification must include agreement that the subrecipient will make no further claim against WATER AID after final payment is made for the final milestone.
4. **ORDER OF PRECEDENCE**

The following order of precedence will be used when resolving issues relating to the implementation and administration of this sub-agreement:

1. Schedule of fixed amount subaward
2. Approved Implementation Plan
3. USAID Standard Provisions for Fixed Amount Awards/Subawards
4. Branding Strategy and Marking Plan
5. Milestone Certifications
6. **SPECIAL GRANT PROVISIONS – NOTIFICATIONS TO RECIPIENT**

WATER AID reserves the right to impose special provisions on **[SUBRECIPIENT ORGANIZATION]** based on risk assessments, performance and any other factors WATER AID might use to safeguard the resources provided by the donor and to help ensure timely achievement of the agreed on milestones. The following have been determined as risk factors:

**[LIST SPECIFC RISK ISSUES THAT HAVE BEEN FOUND]**

The following special provisions will apply to this subaward to address the risk factors listed above.

**[LIST SPECIAL PROVISIONS]**

**[LIST SPECIFIC ACTIONS REQUIRED TO ADDRESS THE RISKS AND THE TIME WITHIN WHICH CORRECTIVE ACTION IS REQUIRED]**

These special provisions will apply until the subrecipient has satisfactorily addressed the risks within the time required. Once the corrective action has been satisfactorily addressed the subrecipient can request WATER AID to remove the special conditions. WATER AID will respond to the request within **[xx]** business days.

1. **NOTICES**

Any notice or request required or permitted to be given or made under this Fixed Amount Award 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 the party to which it is required or permitted to be given or made at such party’s addresses specified below:

**[SUBRECIPIENT ORGANIZATION]** agrees to communicate to WATER AID’s designated representative, at WATER AID’s official address or via official email, and in a timely manner, any facts and circumstances that might warrant a revision to any of the terms and conditions of this subagreement.

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

**SUBRECIPIENT DUNS NUMBER.** Subrecipient’s DUNS number is **[xxxxx]**, as officially provided by the subrecipient to WATER AID.

1. **NON-LIABILITY**

The Subrecipient hereby agrees that under no circumstances will it hold either USAID or WATER AID liable for any third-party claims for damages arising from the implementation of any activity funded under this subagreement, unless such damages are directly caused by WATER AID’s negligence or willful malfeasance. The subrecipient is solely responsible for the supervision, direction and control of the subaward. The subrecipient assumes full responsibility for compliance with the laws and regulations of the Government of **[COUNTRY OF OPERATION]** or any other relevant government.

1. **BACKGROUND AND FOLLOW-UP CHECKS**

WATER AID conducts a check of all subrecipients to determine their ability to receive donor funds and to comply with standards that prohibits WATER AID from collaborating with or supporting organizations that support terrorists or terrorism activities. WATER AID will conduct follow-up checks to ensure that subrecipients continue to maintain standards that do not result in the subrecipients being listed as debarred, suspended or an organization associated with terrorists or terrorism activities.

If subrecipient’s representatives or members of its management or Board is found to have been convicted or charged with a narcotics offense, fraud, bribery or gratuity violations, trafficking in person, or terrorism activities these must be immediately reported to WATER AID.

WATER AID may conduct follow-up risk assessments to either assess that the subrecipient’s risk rating continues to be the same, or if it has changed to take the appropriate steps to impose special provisions (for worsened risk ratings) or to relax special provisions (for improved risk ratings).

1. **AUTHORITY OF AGENTS**

WATER AID and subrecipient each hereby covenants to the other that the authorized agents who have signed on behalf of each party above each have unrestricted and full authority to represent their respective organizations in all matters related to this sub-agreement.

1. **STANDARD PROVISIONS**

All USAID standard provisions – “Mandatory and As Applicable - required in accordance with USAID ADS 303 for fixed amount subawards are incorporated by reference into this subaward and are referenced in Attachment 2. As the subrecipient does not have a direct relationship with USAID, all required USAID approvals must be directed through WATER AID. In all instances where “USAID” appears, “WATER AID” will be substituted.

1. **SUBAWARD FINAL REPORT**

Recipient shall submit a final report as outlined in Milestone No. xx signed by an authorized representative of Recipient describing:

**[LIST THE CERTIFICATION REQUIREMENTS PER THE MILESTONE CHART IN SECTION E]**

1. **OTHER TERMS AND CONDITIONS**
2. **WARRANTIES AND REPRESENTATIONS.**

Sub-recipient warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, Sub-recipient warrants that all services performed hereunder shall be performed to the highest professional standards and Sub-recipient agrees to correct or re-perform any services not in compliance with this standard at no additional cost. Sub-recipient 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 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. Sub-recipient 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.**

Sub-recipient 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.**

Sub-recipient 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.**

Sub-recipient 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-recipient, terminate this Subgrant in whole or in part at any time if the Sub-recipient materially fails to:

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

(b) Make progress, so as to endanger performance of the Subgrant; or

(c) Perform any of the other provisions of this Subgrant.

Provided however WaterAid's right to terminate this Subgrant under subdivisions (a)-(c) above may only be exercised if the Sub-recipient 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 Fixed Amount Award may be terminated in whole or in part by either party with 30-day notice. The Sub-recipient shall not incur new obligations for the terminated portion of the Fixed Amount Award 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 Sub-recipient shall be liable to WaterAid for any excess costs for those supplies or services. However, the Sub-recipient shall continue any work not terminated.

**D**. If this Sub-grant is terminated for default, WaterAid may require the Sub-recipient 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 Sub-recipient has specifically produced or acquired from the terminated portion of this Sub-grant. Upon direction of WaterAid the Sub-recipient shall also protect and preserve property in its possession in which WaterAid has an interest.

**E**. WaterAid shall pay the Sub-recipient for completed materials and/or supplies delivered and accepted. The Sub-recipient 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 out-standing 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 Sub-grant.

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 acts or omissions and the acts or omissions of their respective employees, agents or Sub-recipients 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. **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-recipient and/or its employees, agents and Sub-recipients under the Sub-grant will be considered “works for hire” and owned by WaterAid. Sub-recipient 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-recipients 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-recipient 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 Sub-recipient. 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-recipient 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-recipient without the prior review and written consent of WaterAid.

1. **CLIENT PROPERTY.**

 All property and materials acquired by Sub-recipient and charged to WaterAid under this Sub-grant shall be the property of WaterAid or the Client unless otherwise specified. Sub-recipient’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 Compliancemay 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 Milestones / Deliverables 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-recipient 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 Sub-recipient 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-recipient’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 Sub-recipient 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 Sub-recipient for an equitable adjustment shall be allowed if asserted after final payment under this Sub-grant.
17. **REMOVAL OF SUB-RECIPIENT’S PERSONNEL**

**A.** WaterAid shall have the right, at any time, to request removal of any personnel provided by the Sub-recipient whom the Client and / or WaterAid reasonably deem to be unsatisfactory. Upon such request, the Sub-recipient shall use all reasonable efforts to promptly replace such removed personnel with substitute Sub-recipient personnel acceptable to WaterAid and/or the Client. The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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. Sub-recipient shall maintain records in accordance with 2 CFR 200.327 .337. In addition, Sub-recipient shall permit the Comptroller General of the United States and the designated USAID Agreement Officer, or their authorized representatives, including WaterAid 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 Sub Grant or the accounting therefore.
2. WaterAid retains the right to conduct a financial or programmatic review, require an audit, or otherwise ensure adequate accountability of funds provided under this Fixed Amount Award. The Sub-recipient 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 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 Sub-recipient 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 SUB-RECIPIENTS WITH TERRORIST CONNECTIONS**

Sub-recipient is notified that U.S. Executive Orders and statutory law prohibit transactions with, and the provision of resources, and support to, individuals and Sub-recipients associated with terrorism. It is the legal responsibility of the Sub-recipient to ensure compliance with these Executive Orders and laws. To promote such compliance current USAID regulations, require Sub-recipient 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 Sub-recipient. In addition to relying on locally available resources, the Sub-recipient 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 Sub-recipients 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 Sub-recipient does not have a direct relationship with USAID under this Sub Grant, Sub-recipient 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 Sub-recipient and USAID or **Project name** implementing Sub-recipients regarding the technical approaches within Sub-recipient’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 Sub-recipient regarding technical information that informs sub-recipient’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 Sub-award. WaterAid will provide copies of logos.

**25. SPECIAL PROVISIONS**

Pending the outcome of a responsibility determination in accordance with 2 CFR 200 and the 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 Sub-recipient 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 Sub-recipient will follow the approved Marking and Branding plan as approved by USAID. WaterAid will provide any approved revised copies of Attachment 9 to the Sub-recipient at the time of approval by USAID.

**28***.* **INTERNATIONAL TRAVEL**

No international travel is authorized under this subaward. If International Travel is required WATER AID will be responsible for organizing and paying for any international travel required by the subrecipient for this Fixed Amount Subaward.

1. **COUNTERPARTS**

This subaward may be executed in any number of counterparts, each of which constitutes an original, and all of which together constitute one and the same agreement. The signatures of WATER AID and subrecipient need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party’s signature is as effective as signing and delivering the counterpart in person.

1. **Language**

WATER AID and the subrecipient shall use the English language for all contractual documents. Where WATER AID provides a translation into a different language, the English version shall control in the event of any conflict. WATER AID and subrecipient agree English will be the language used for all reports as specified herein.

1. **CLOSE-OUT**

On submission of the voucher for payment for the final milestone, the subrecipient must certify that the subaward is completed and the subrecipient will make no further claim against the WATER AID after final payment.

**Attachment 2**

**APPROVED IMPLEMENTATION PLAN**

**Note: Not all of the details below may not apply to fixed amount subawards. WATER AID will need to choose the sections that apply:**

**[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 subaward application and may be revised according to the actual subaward 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].**

**Attachment 3**

**Standard Provisions for fixed AWARD AMOUNTS to non-governmental organizations**

Applicable clauses set forth in the Standard Provisions provided herein are incorporated by reference into the Subaward with the same force and effect as if they were set forth in full. A full copy of each clause may be accessed through the links provided below, or obtained from WATER AID. These Standard Provisions for Fixed Amount Awards applies to all US-based and NON-US based entities both for-profit and non-profit.

Wherever the terms, "Government" and "Agreement Officer" or “USAID” appear in the ADS 303 and the provisions, WATER AID is substituted for USAID. This Subaward is between Recipient and WATER AID (except where explicitly stated otherwise) and shall not be construed in any way to create a contractual relationship between the Recipient and the US Government or USAID. The Recipient shall not appeal directly to the US Government without the prior written consent/concurrence of WATER AID.

The full text of these Provisions can be viewed on the following website: <https://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>

**MANDATORY STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS**

All Mandatory Standard Provisions apply

|  |  |
| --- | --- |
| **Applicable** | **Mandatory Standard Provision** |
| Yes | M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012) |
| Yes | M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)  |
| Yes | M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JULY 2015) |
| Yes | M4. DEBARMENT AND SUSPENSION (JUNE 2012)  |
| Yes | M5. PREVENTING TERRORIST FINANCING (AUGUST 2013)  |
| Yes | M6. TRAFFICKING IN PERSONS (APRIL 2016)  |
| Yes | M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)  |
| Yes | M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)  |
| Yes | M9. USAID Implementing Partner Notices (IPN) Portal for Assistance (July 2014)  |
| Yes | M10. PILOT PROGRAM FOR ENHANCEMENT OF SUBAWARDEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (September 2014)  |
| Yes | M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (October 2014) |
| Yes | M12. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (MAY 2017) |
| Yes | M13. CHILD SAFEGUARDING (June 2015) |
| Yes | M14. MANDATORY DISCLOSURES (July 2015) |
| Yes | M15. NON DISCRIMINATION AGAINST BENEFICIARIES  |
| Yes | M16. CONFLICT OF INTEREST (AUGUST 2018) |

|  |  |
| --- | --- |
| **REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR FIXED OBLIGATION SUBAWARDS TO NONGOVERNMENTAL ORGANIZATIONS (7-22-2015)** |  |
| **Applicable Provisions are marked with a “Yes”** |  |
|

|  |  |
| --- | --- |
| **Applicable** | **Required as Applicable Standard Provisions for Fixed Obligation Subawards** |
|  | RAA1. FIXED AMOUNT AWARDS ADVANCE PAYMENT AND REFUNDS (JUNE 2012) |
|  | RAA2. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (JULY 2015) |
|  | RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (JULY 2015) |
|  | RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012) |
|  | RAA5. FLY AMERICA ACT RESTRICTIONS (August 2013) |
|  | RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012) |
|  | RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012 |
|  | RAA8. PATENT RIGHTS (JUNE 2012) |
|  | RAA9. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012) |
|  | RAA10. INVESTMENT PROMOTION (NOVEMBER 2003) |
|  | RAA11. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012) |
|  | RAA12. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012) |
|  | RAA13. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012) |
|  | RAA14. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012) |
|  | RAA15. VOLUNTARY POPULATION PLANNING ACTIVITIES–SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) |
|  | RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)  |
|  | RAA17. CONDOMS (SEPTEMBER 2014) |
|  | RAA18. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEPTEMBER 2014) |
|  | RAA19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992) |
|  | RAA20. ACCESS TO USAID FACILITIES AND USAID’s INFORMATION SYSTEMS (AUGUST 2013) |
|  | RAA21. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014) |
|  | RAA22. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016) |
|  | RAA 23. PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE (MAY 2019) |

 |  |

**Attachment 4**

**FORMS FOR CERTIFICATION OF MILESTONE COMPLETION**

**Submitted to: WATER AID**

**WATER AID Ref No: [NUMBER]**

**Recipient: [SUBRECIPIENT NAME]**

**Subject: [SUBJECT]**

**Date: [DATE]**

Subrecipient hereby certifies that it has accomplished the milestone(s) required under the above-referenced Fixed Amount Subaward to **[OBJECTIVE]** and that the supporting documentation has been submitted to WATER AID as required under the subaward. For this certification, sign next to the milestone listed below for which this certification is submitted.

|  |  |  |  |
| --- | --- | --- | --- |
| **Initial here if milestone completed** | **Milestone** | **Description** | **Deliverable** |
|  | Milestone 1 |  |  |
|  | Milestone 2 |  |  |
|  | Milestone 3 |  |  |
|  | Milestone 4 |  |  |
|  | Milestone 5 |  |  |

Certified by subrecipient:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Date

|  |
| --- |
| **CERTIFICATION - COMPLETION OF ALL MILESTONES** |

|  |
| --- |
|  **[title of subaward]** |
| **WATER AID Ref No:** |  |
| **Recipient:** |  |
| **Subject:** |  |
| **Date:** |  |

This is to certify that [SUBRECIPIENT] has completed all milestones listed below and that individual milestone certifications for each milestone have been submitted with our claims for payment. No further milestones are due and all work related to all milestones has been completed.

|  |
| --- |
| **List of All Completed Milestones** |
| **Milestone No.** | **Name of Milestone (if any)** | **Submission Date (day/month/year)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |

For any milestones not completed, or partially completed, list these milestones below, with any explanation if not previously provided.

|  |
| --- |
| **List of All Milestones Partially/or Not Completed** |
| **Milestone No.** | **Name of Milestone (if any)** | **Submission Date (day/month/year)** |
|  |  |  |
|  |  |  |
|  |  |  |
| *Certified by:*[SUBRECIPIENT] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |  | *Accepted by:*WATER AID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |
| Name |  | Name  |
| Date: |  | Date: |

**Attachment 5**

MARKING/BRANDING PLAN

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

**"[PROGRAM NAME**]**”**

**Project Title:** **[TITLE]**

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

**Period of Activity: [FROM – TO]**

**Implementing organization: WATER AID, Inc.**

1. **BRANDING STRATEGY**
2. **[DETAIL].**

A. **Positioning**

1. *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-recipient “flow-down,” the following text is incorporated into the sub-awards, subaward awards and other agreements:

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

**ATTACHMENT 6 - INVOICE FORMAT**

**Invoice Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Invoice Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Submitted to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Grantee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Grantee Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Grantee Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Grantee Bank Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total Grant Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Current Invoice Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total of Previously Invoiced Amounts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Balance Remaining: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Grantee herby certifies that (s)he has provided the deliverables, goods or services, or performed the labor, incorporated in this invoice in support of the Specifications or Scope of Work identified in the Agreement Number indicated above.

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **UNIT** | **AMOUNT** | **TOTAL** |
| Deliverables |  |  |  |
|  |  |  |  |
|  |  |  |
|  |  |  |
|  |  | TOTAL INVOICE |  |

|  |  |
| --- | --- |
| **Certified by Grantee:** | **Reviewed and Approved by WATER AID Inc:** |
| **Signature:** |  | **Signature:** |  |
| **Name:** |  | **Name:** |  |
| **Title:** |  | **Title:** |  |
| **Date:** |  | **Date:** |  |

# **ATTACHMENT 7 -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**

1. **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.

1. **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.”

1. **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.

1. **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%29%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.

1. **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.”
1. **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**

1. **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.

1. **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:

1. **Data Universal Numbering System (DUNS) Number**
2. 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.
3. 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.
4. Recipients located outside the United States may email Dun and Bradstreet at **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:

1. **Letter of Credit (LOC) Number**

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

LOC:

1. **Procurement Information**
2. 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.
3. 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 |   |

1. **Past Performance References**

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

1. **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.
3. **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.