****

**Grantee Name**:

**Address**:

**Contact Information**:
**Email:**

Reference: 1) Award #

 2) Grantee’s Application dated

 3) Project Name & Location

Dear Grantee POC:

Water Aid (hereinafter “First Party”) is pleased to offer Grantee (hereinafter “Second Party”) this in-kind grant for equipment and technical assistance with a total estimated value not to exceed **(Local Currency Amount)** in support of the **Project Name**. This grant is funded by the **United States** **Agency for International Development (USAID).**

The Terms of Reference for this grant appear in Attachment 1 of this Sub-grant. This Grant is designed to support the following **Insert Description**. The following table details the items and support to be supplied by the FIRST PARTY under this Grant, with detailed specs provided in the Attachment 7:

|  |  |
| --- | --- |
| **Required References** | **Information** |
| Federal award identification |  |
| Subrecipient name |  |
| Subrecipient unique entity identifier |  |
| Subrecipient DUNS # |  |
| 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) |  |
| Indirect cost rate of federal award |  |

**GOODS AND SERVICES LIST - IN-KIND**

|  |
| --- |
| Grantee’s Location |
| Item | **Specification** | **Unit** | **Quantity** | **Unit price** | **Total price** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total |   |   |   |   |  |

Cost Share

The Grantee agrees to provide an amount not less than **X%** of the Water Aid share of the project budget, in cost share in accordance with the Standard Provision titled “Cost Sharing” as found in Attachment 2. The Grantee 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 Water Aid funding. Failure to meet the required cost share amount stipulated in this Grant or failure to provide adequate and verifiable documentation for cost share reported may result in termination of this able Grant or a proportionate reduction in goods and services to be made available to the Grantee as deemed necessary by Water Aid.

Title to all property financed under this award shall vest in the Second Party. The Second Party agrees to use and properly maintain the property for the purpose of the award and in accordance with the Second Party’s policies and procedures on property management. The Second Party may not dispose of the property for a period of one year from the date of this grant without the prior written consent of The First Party. The Second Party further acknowledges USAID’s vested interest in any property with a current fair market value of over $5,000 (per unit). Second Party understands that it may not dispose of property which has a current fair market value of over $5,000 without the prior written approval of USAID.

All project sites and equipment funded through this grant will be clearly and visibly marked with USAID logo. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at: usaid.gov/branding.

Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed.

The Second Party shall maintain a basic inventory management system which will permit the ready identification of the items supplied under this Grant as well as their location. In addition the Second Party shall permit the Comptroller General of the United States and the designated USAID Agreement Officer, or their authorized representatives, including First Party, access to and the opportunity to examine the records associated with the inventory management system.

The First Party does not assume liability for any third party claims for damages arising out of this grant. The First Party may terminate this grant upon 30 days written notice. Also, the grant may be suspended or terminated by The First Party, if it has notice of or has reasonable cause to believe that the Second Party is unable to fulfill its obligations in the ordinary course of business or has otherwise violated the terms and conditions of this grant. Should a termination occur, Second Party will be required to return the property or reimburse The First Party for the donated value of the property.

The Mandatory Provisions found in Attachment 1, are hereby incorporated into this Grant. It is the responsibility of the Second Party to ensure compliance with these provisions.

As a condition of receipt of this Grant, marking with the USAID identity of a size and prominence equivalent or greater than the Recipient’s, Sub-grantee’s, or other donor’s or third party’s identity 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.

This Grant shall be governed by and construed in strict accordance with the laws of United States. Any disputes under or relating to this Grant shall be decided by the **(First Party’s Country Director or Senior Project Director).** Decision of the **(First Party’s Country Director or Senior Project Director)** shall be final unless, within 30 days of the decision, the Second Party appeals the decision to the **(First Party’s Director of Grants, Contracts and Compliance)**. Appeals must be in writing with copies concurrently furnished to the **(First Party’s Chief of Party and Grants, Contracts & Compliance)**. Both Parties acknowledge that USAID has no standing in any dispute between them.

Please sign the original and each copy of this letter to acknowledge your receipt of this grant and return the original to the Grant Officer.

**Awarded by:**

Water Aid **(Country Program)**

Signature:

Name: \_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Accepted by:**

Signature:

Name: \_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_

Attachments:

1. Standard Grant Terms and Conditions
2. Standard Provisions for Non-U.S. Nongovernmental Recipients
3. USAID Anti-Terrorism Certification and other Certifications and Representations
4. Initial Environmental Examination *(If Applicable)*
5. Approved Marking & Branding Strategy
6. Performance Monitoring Plan (PMP) (M&E Evaluation)
7. In-Kind Specifications (Equipment or Services)

**Attachment 1**

**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.**

Sub-grantee is expressly prohibited from communicating with Water Aid 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 Water Aid.

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

Sub-grantee shall promptly inform Water Aid 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 Water Aid of the delivery schedule or any of Water Aid rights or remedies hereunder.

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

Sub-grantee 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 Water Aid. Similarly, lower tier Sub-grants, when approved, may not be further assigned in whole or in part without prior written consent of Water Aid. Any such assignment or transfer not in accordance with this Paragraph shall be invalid.

1. **TERMINATION.**

1. Water Aid may by written notice of default to the Sub-grantee, 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 Water Aid’s right to terminate this Sub-grant under subdivisions (a)-(c) above may only be exercised if the Sub-grantee does not cure such failure within 7 calendar days (or more if authorized in writing by Water Aid ) after receipt of notice from Water Aid specifying the failure.

**B.** Termination for Convenience - This in-kind 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 in-kind Sub-grant after the effective date, and shall cancel as many outstanding obligations as possible.

**C**. If Water Aid terminates this Sub-grant in whole or in part, it may acquire, under the terms and in the manner Water Aid considers appropriate, supplies or services equivalent to those terminated and the Sub-grantee shall be liable to Water Aid 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, Water Aid may require the Sub-grantee to transfer title and deliver to Water Aid, as directed by Water Aid, 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 Water Aid the Sub-grantee shall also protect and preserve property in its possession in which Water Aid has an interest.

**E**. Water Aid shall pay the Sub-grantee for completed materials and/or supplies delivered and accepted. The Sub-grantee and Water Aid 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. Water Aid may withhold from these amounts any sum Water Aid determines to be necessary to protect Water Aid against loss because of out-standing liens or claims of former lien holders.

**F**. The rights and remedies of Water Aid 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 agrees 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. **INSURANCE.**

Sub-recipient 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, Sub-recipient 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-recipient’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) if requested by Water Aid to be purchased and maintained by Sub-recipient. 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 Water Aid and shall (i) name Water Aid as an additional insured (if requested), and (ii) require Water Aid 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 Water Aid. Unless otherwise agreed, all intellectual property created by Sub-grantee and/or its employees, agents and Sub-grantees under the Sub-grant will be considered “works for hire” and owned by Water Aid. 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 Water Aid 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 Water Aid 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 **TBD (Location)** 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-grant. If, as a result of any such decision, Water Aid 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 Water Aid.

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 Water Aid.

1. **CLIENT PROPERTY.**

 All property and materials acquired by Sub-grantee and charged to Water Aid under this Sub-grant shall be the property of Water Aid or the Client unless otherwise specified. Sub-grantee’s acquisition of all such property and materials shall conform to applicable Federal acquisition regulations 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 **Water Aid Country Director or 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. Water Aid 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 **Water Aid Country Director or 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 **Water Aid Country Director or Director of Grants, Contracts and Compliance** written notice stating (1) the date, circumstances, and source of the order and (2) that the Sub-grantee 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 **Water Aid Country Director or Director of Grants, Contracts and Compliance or designee**. The issuance of information, advice, approvals, or instructions by Water Aid Country Director or 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 Water Aid 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 **Water Aid Country Director or Director of Grants, Contracts and Compliance** shall make an equitable adjustment and modify the Sub-grant in writing.
15. The Sub-grantee 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 **Water Aid Country Director or 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-grantee for an equitable adjustment shall be allowed if asserted after final payment under this Sub-grant.
17. **REMOVAL OF SUB-RECIPIENT’S PERSONNEL**

**A.** Water Aid shall have the right, at any time, to request removal of any personnel provided by the Sub-grantee whom the Client and / or Water aid reasonably deem to be unsatisfactory. Upon such request, the Sub-grantee shall use all reasonable efforts to promptly replace such removed personnel with substitute Sub-grantee personnel acceptable to Water Aid and/or the Client. The Sub-grantee 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 **Water Aid Country or 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-grantee without the prior written consent of Water Aid which may be dependent upon Water Aid receiving such consent from its Client.

**C.** If personnel are discharged by the Sub-grantee for misconduct or inexcble 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 Water Aid.

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

1. Sub-grantee shall maintain records in accordance with 2 CFR 200.327 .337. In addition, Sub-grantee shall permit the Comptroller General of the United States and the designated USAID Agreement Officer, or their authorized representatives, including Water Aid 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 Grant or the accounting therefore.
2. The Sub-grantee agrees to furnish copies of annual audit reports required under this award. This report shall be furnished to the COP, listed in Section P not later than 30 days after receipt of the final report, including any revisions to the approved NICRA. The Sub-grantee further agrees to meet with Water Aid 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 Grant shall be governed by and construed in strict accordance with the law of the **(Country to be Inserted)**, 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-grantee 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 WATER AID OR ITS SUBGRANTESS FROM MAKING SUBAWARDS TO SUB-RECIPIENTS WITH TERRORIST CONNECTIONS**

Sub-grantee 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 Sub-grantee to ensure compliance with these Executive Orders and laws. To promote such compliance current USAID regulations require Sub-grantee to sign and return the Anti-Terrorism Certification attached hereto as Attachment 4 as a pre-condition to the disbursement of funds under this Grant. This provision must be included in all Sub-grants and Sub Grants issued by the Sub-grantee. In addition to relying on locally available resources, the Sub-grantee 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-grantee found on these lists is strictly prohibited.

**24. USAID STANDARD PROVISIONS**

All USAID Standard Provisions applicable to this award can be found at Attachment 3. In all instances where “USAID” appears, Water Aid will be substituted.

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

However, Water Aid recognizes that discussions between Sub-grantee and USAID or **Project name** implementing Sub-grantees regarding the technical approaches within Sub-grantee’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 Water Aid informally within one business week of such discussion. Water Aid is committed to early and clear communication with the Sub-grantee 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 Sub-award. Water Aid 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 Water Aid 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. Water Aid 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 Water Aid personnel.

**26. ENVIRONMENTAL COMPLIANCE**

The Sub-grantee will follow Water Aid’s Initial Environmental Examination (IEE), Attachment 5 and any subsequent approved environmental status reports approved by USAID.

**27. MARKING and BRANDING**

The Sub-grantee will follow the approved Marking and Branding plan as approved by USAID. Water Aid will provide any approved revised copies of Attachment 6 to the Sub-grantee at the time of approval by USAID.