

## GRANT AGREEMENT – FIXED AMOUNT AWARD NON-US NGO (“FAA Grant Agreement”)

<b>Program Details</b>	
Program Name (“Program”)	CATLYZE Blended Capital Investment Platform
Head Contract/Agreement Number (“Head Contract/Agreement”)	7200AA19C00080
Client Name (“Client”)	U.S. Agency for International Development (USAID)
Term of Program	Start: 30/09/2019 End: 29/09/2024
Jurisdiction of Grant (“Jurisdiction”)	Washington, D.C., United States
<b>Grant Agreement Details</b>	
Grant Number	<a href="#">Click here to enter text.</a>
Grantee Project Name (“Project”)	<a href="#">Click here to enter text.</a>
Effective Date	<a href="#">Click here to enter text.</a>
Completion Date	<a href="#">Click here to enter text.</a>
Total Grant Ceiling (not to exceed this amount; See Annexes B, C, D and E for further funding details)	<a href="#">Click here to enter text.</a>
Currency of Grant (Head Contract/Agreement currency)	<a href="#">Click here to enter text.</a>
<b>Palladium</b>	
Organization Name	<b>Palladium International, LLC</b>
Palladium Representative	<a href="#">Click here to enter text.</a>
Address	<b>1331 Pennsylvania NW, Suite 600, Washington, D.C. 20004, United States of America</b>
Telephone	<a href="#">Click here to enter text.</a>
Fax	<a href="#">Click here to enter text.</a>
Email	<a href="#">Click here to enter text.</a>
<b>Grantee</b>	
Organization Name	<a href="#">Click here to enter text.</a>
Grantee Representative	<a href="#">Click here to enter text.</a>
Address	<a href="#">Click here to enter text.</a>
Address	<a href="#">Click here to enter text.</a>
Telephone	<a href="#">Click here to enter text.</a>
Fax	<a href="#">Click here to enter text.</a>
Email	<a href="#">Click here to enter text.</a>
<a href="#">Unique Entity Identifier (UEI) No.</a>	<a href="#">Click here to enter text.</a>

This Grant is made and entered into as of the Effective Date between Palladium International, LLC. (“Palladium”), a for-profit corporation organized under the laws of the State of Delaware, USA, and \_\_\_\_\_ (“Grantee”), a non-US, nongovernmental organization organized under the laws of \_\_\_\_\_. Each is individually referred to as a “Party”; collectively, the two are referred to as the “Parties”. The Grantee agrees to implement the Program described in Part C and submit all reports and other deliverables according to the following:

- This Cover Page
- Part A: Specific Conditions
- Part B: General Conditions
- Part C: Program Description
- Part D: Acceptance and Payment
- Part E: USAID Standard Provisions
- Part F: Financial Report Format
- Part G: Assurances and Certifications
- Part H: Branding Strategy and Marking Plan

Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective Parties and have completed all formalities and other actions required by their by-laws and articles of incorporation or similar charter documents, and all applicable laws, to authorize Grant execution and performance.

*Please countersign both sets of original documents below acknowledging receipt and acceptance of the Grant, and then return one set to Palladium at the address above.*

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Signed for the Palladium:		Signed for the Grantee:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

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**TO BE SIGNED BY THE GRANTEE:**

The Grantee confirms that it has read, understood, and will comply with all the provisions of Part G. Further, the Grantee confirms that it will obtain a signed confirmation from each individual or entity engaged by the Grantee to undertake any part of this Grant Agreement.

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Signed for the Grantee:

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Name:	Click here to enter text.
Title/Role:	Click here to enter text.
Date:	Click here to enter a date.

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**PART A**  
**SPECIFIC CONDITIONS**

- A.1. Purpose.** The purpose of this Grant is to provide support for the Program described in Part C to help ensure achievement of results set forth in the Prime Contract. Grantee shall carry out the Program in accordance with Part C, providing all labor and other inputs necessary to do so in a manner consistent with applicable Grant requirements.
- A.2. Grant Contents.** The Grant consists of the Cover Page and Parts A – H, all USAID Standard Provisions listed in Part E or referred to elsewhere in the Grant, and all relevant USAID and US Government rules and policies referred to in any of the foregoing. Each of the foregoing, whether or not expressly incorporated or reprinted in its entirety, shall be deemed to be incorporated in and to constitute an integral part of the Grant. Incorporated provisions, rules and policies shall be interpreted and applied to the Grant in accordance with Sec. B.31, “Incorporation by Reference.” Notice of all such provisions, rules and policies shall be conclusively presumed.
- A.3. Definitions.** In addition to the terms defined on the Cover Page and elsewhere in the Grant, the following terms shall have the meanings indicated below:
- a. ADS is USAID’s Automated Directives System, which sets forth policies and procedures for USAID-funded activities.
  - b. Applicable Cost Principles are the rules in 2 CFR 200, Subpart E, available online at <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#sp2.1.200> for non-profit organizations and educational institutions and FAR Part 31 for for-profit organizations available at <https://www.acquisition.gov/far/html/FARTOCP31.html>
  - c. CFR means the US Code of Federal Regulations, available online at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.
  - d. Cooperating Country means any country or countries other than the US in which the Grantee implements activities funded under the Grant.
  - e. Program means the program described in Part C, “Program Description”.
  - f. USAID Standard Provisions means the Standard Provisions for Fixed Amount Awards to Non-US Nongovernmental Organizations, available online at <https://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>
- A.4. Award Type.** This Grant is a Fixed Amount Award issued pursuant to the Prime Contract between Palladium and USAID. Payment will be made to the Grantee based on achieving specific milestones in Part C of the Grant in accordance with the Payment Schedule and Supporting Documentation described in Part D of the Grant.
- A.5. Grant Term.** The Grant shall take effect, after being signed by both Parties, on the Effective Date indicated on the Cover Page and extend through the Completion Date, subject to funding and unless earlier extended by the Parties or terminated in accordance with Sec. B.25, “Termination”. The Grant Term may be extended any time, or from time to time, and for any length of time, only by amendment signed by the Parties. Except as otherwise expressly provided in the Grant or subsequently approved by Palladium, all Program activities must be completed, reports and other deliverables submitted, costs to be charged hereto incurred and expended, and Grantee duties fulfilled, by the Completion Date.
- A.6. Payment Schedule.** The Payment Schedule (Part D) binds the Grantee in accordance with its terms until and unless changed by amendment.
- A.7. Authorized Geographic Code.** The authorized geographic code for procurement of good and services under this grant is **935 free world excluding foreign restricted countries**.
- A.8. Authorized Representatives.** (a) The following individuals, and only they, are authorized to exercise the specified authorities under the Grant on behalf of the Party identified below:

Authority	Party	Representative (Name, Title)
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Contractual Authority	Palladium	Olga Wall, Chief of Compliance & Contract Administration
Contractual Authority (Alt.)	Palladium	Turner Hirsh, Director of Finance and Compliance-CATALYZE
Technical Monitor	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

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(b) Either Party may designate additional or different representative(s) or authorities, or modify its authorities' representative(s), at any time, or from time to time, by written notice to the other Party.

**A.9. Notices.** Notices or requests required or permitted by the Grant must be in writing signed by the Party's authorized representative and sent to the other Party according to the contact information specified on the Cover Page of the Grant or in Sec. A.8, "Authorized Representatives" above, (1) by fax, (2) as a scanned PDF e-mail attachment, or (3) in hard copy by personal delivery, recognized express courier, or by first class registered or certified mail, postage prepaid. Notices and requests shall be effective when received in accordance with the above, or on the effective date of a notice so received, whichever is later.

**A.10. Special Provisions.**

[Insert any special provisions here. Also insert any required "specific conditions" – i.e., any conditions Palladium on its own initiative (or at USAID's direction) deems necessary to minimize risks identified by the pre-award risk assessment of the Grantee. See ADS 303.3.9 ("Pre-Award Risk Assessment").]

**[END OF PART A, SPECIFIC CONDITIONS]**

**PART B**  
**GENERAL CONDITIONS**

**B.1. Monitoring and Evaluation.**

- (a) Palladium shall have access to the Grantee's work site and records at all reasonable times to monitor the Grantee's performance, compliance with the terms of the Grant, and progress toward achieving Grant objectives and results. The Grantee agrees to cooperate fully with such monitoring efforts, including facilitating site visits and other appropriate and reasonable measures Palladium may take using standard, widely recognized monitoring techniques.
- (b) USAID and/or Palladium may at any time require evaluations or other assessments of the Program. The Grantee shall fully cooperate with all such evaluations and assessments, including by providing such assistance and input as the evaluator(s) may reasonably request.
- (c) The Parties acknowledge the crucial role played by data in USAID performance management, its importance in helping achieve USAID's Assistance Objectives, and the reliance USAID places on it in evidence-based decision making and fulfilling the Agency's broader policies on collaboration, learning, and adaptation. Consistent with these imperatives, the Grantee agrees to exert its best efforts to ensure that data generated and reported in connection with the Grant and Program activities is of high quality, i.e., meets the five main standards of validity, reliability, precision, integrity and timeliness. The Grantee accepts full responsibility for meeting these standards, and will reimburse any costs that Palladium may reasonably incur as a result of failing to do so. It further agrees to comply with such detailed guidelines relating to verification and other data-related methods, procedures, and other requirements as Palladium (on its own initiative or at USAID's direction) may prescribe by written notification at any time, or from time to time, during the Grant Term. Repeated, prolonged, or unexcused failure to meet the required standards or to comply with prescribed guidelines may, in appropriate cases, be treated by Palladium as noncompliance by the Grantee pursuant to Sec. B.23, "Noncompliance."

**B.2. Records and Access to Records. [Reserved.]**

**B.3. Independent Contractor Status.** Notwithstanding normal award administration processes and the provision of guidance by authorized Palladium personnel, the relationship between the Parties in carrying out the Program shall be that of an arm's length independent contractor rather than master/servant or principal/agent. The Parties do not intend to create any kind of joint venture, partnership or similar formal business relationship or association of any kind. The Grant shall not be construed to provide for the sharing of profits or losses arising out of or relating to the efforts of either or both Parties, except as may be specifically provided herein. Grantee shall have no authority, express or implied, to purport to contract for or bind Palladium in any manner or to any extent, and shall make clear to all third parties with which it deals that it has no such authority.

**B.4. Support.** Except to the extent otherwise expressly stated in this Grant or subsequently approved by Palladium, neither USAID nor Palladium will provide facilities, equipment, logistics, security, or similar support. Grantee shall implement the Program without such support.

**B.5. Personnel.**

- (a) Grantee personnel shall at all times be under Grantee's sole supervision, direction and control, and shall not be deemed Palladium personnel for any purpose. Grantee is solely responsible to pay all compensation and other amounts due or to become due to such personnel in connection with the Grant and the Program, or otherwise, and for all payments, reports and other obligations pertaining to Social Security, income tax withholding, unemployment, workers compensation, employer liability insurance, and the like, whether in the US, the Cooperating Country or elsewhere, failing which Grantee shall reimburse Palladium for defense and other costs associated with any resulting claim or liability (including fines, penalties, and reasonable attorney and expert consultant fees and costs).
- (b) Changes in principal investigator, project leader, project partner, or scope of effort must receive the prior written approval of Palladium.

**B.6. Coordination and Communications with Officials.**

- (a) Subject to paragraphs (b) and (c) of this Section and Sec. B.7 below, Grantee shall coordinate efficiently and effectively with Palladium, USAID, Cooperating Country public and private sector entities and individuals, contractors, and other Program participants and stakeholders, as necessary to implement the Program.
- (b) To ensure that clear and proper channels of communication and authority are maintained, all communications (whether oral, written or electronic) by Grantee, its personnel and any subawardees concerning any aspect of the Grant and the Program shall be made solely to Palladium and not directly to USAID or other US or Cooperating Country officials, except for communications that are necessary to perform this Grant, communications described in paragraph (c) below, and communications that are otherwise approved by Palladium. Except for communications described in paragraph (c) below, Grantee shall transmit permitted or approved direct communications with USAID, or other US or Cooperating Country officials, simultaneously to Palladium or provide Palladium with an accurate summary of each communication as soon afterwards as possible for Palladium's reference. Failure to comply fully with the requirements of this provision may be deemed by Palladium to constitute a material breach of the Grant.
- (c) Notwithstanding paragraph (b), nothing in this Grant shall prohibit or restrict the Grantee or its personnel from (1) lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a US Federal department or agency authorized to receive such information; (2) making any disclosures that are required by the terms and conditions of this Agreement; (3) making whistleblower disclosures protected by applicable law (including 41 USC § 4712); (4) fully cooperating with US government investigations, audits or reviews; and/or (5) making any other disclosures or communications that are required or protected by applicable US laws, Executive Orders, regulations or legally binding US Federal agency policies. Such communications are strongly encouraged by Palladium.

**B.7. Approvals.** This Sec. B.7 governs all requests for approvals required or permitted by the Grant. Grantee shall direct all approval requests to Palladium. Requests shall be made in writing, sufficiently in advance of the desired action to permit due consideration, consultation and approval, disapproval or other disposition before such action is needed. If the Grantee is unable to meet this timeframe, Palladium may in its absolute discretion approve the request prospectively or retroactively, but is not required to do so. Actions taken by Grantee without prior approval are at its own risk and expense. Requests may not be directed to USAID without Palladium's consent, which may be withheld if deemed inappropriate, harmful to the Program, or without adequate basis in the Prime Contract. If Palladium receives a request and elects to forward it to USAID, Palladium will take reasonable steps to facilitate it. Grantee expressly, completely, and irrevocably waives and releases Palladium from any and all costs, risks, delays, damages and other liability resulting directly or indirectly from USAID delays in providing approvals, refusals, and all other USAID acts or omissions that may affect Grantee. Approval documentation must be preserved and made available as part of Grantee's records. Approvals shall not be deemed to waive the requirement for all costs to comply with Grant provisions including the Applicable Cost Principles.

**B.8. Ethics and Mandatory Reporting.**

- (a) **Conflicts of Interest.** The Grantee must have written policies and procedures to prohibit personnel from using their positions to engage in transactions (or otherwise) for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee warrants that it (including its parent, subsidiary and affiliate organizations, as well as its directors or trustees (as applicable), officers, employees, other personnel, agents, subrecipients and contractors) does not have an actual, potential or apparent conflict of interest that has not been fully disclosed to Palladium in writing with all relevant information. Conflicts discovered after award shall immediately be fully disclosed by Grantee to Palladium, along with actions the Grantee has taken or proposes to take to avoid, mitigate or neutralize the conflict(s) to the maximum extent practicable. Palladium may then take such action(s) as it deems appropriate, in its sole discretion, including terminating the Grant.
- (b) **Other Ethics and Integrity Matters.** Grantee shall ensure that Grantee and its directors, officers, employees, other personnel, agents, subrecipients and contractors at all times

during the Grant Term avoid corrupt, fraudulent, or otherwise improper or unseemly practices and, to the maximum extent practicable, avoid even the appearance of or potential for any such practices. Grantee further certifies and agrees that in carrying out its Grant activities, Grantee and its directors, officers, employees, other personnel, agents, subrecipients and contractors have not and will not (1) offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of any government; (2) engage in fraudulent practices such as misrepresenting facts or misleading statements to influence a financial, procurement or other action, Grant execution or administration, accounting reports or financial statements; or (3) engage in any other conduct which, if committed by a US person, would violate the US Foreign Corrupt Practices Act of 1977 (15 USC. §§ 78dd-1, et seq.), the False Claims Act (31 USC. §§ 3729-3733) or any other similar laws or regulations prohibiting bribery, fraud, and other corrupt practices.

- (c) **Mandatory Disclosures.** In addition to the disclosures required by (1) USAID Standard Provision “Mandatory Disclosures”; (2) Sec. B.13, “Trafficking in Persons”; and (3) any other provision(s) of the Grant, Grantee shall immediately notify Palladium in writing (with subsequent updates at reasonable intervals (and at Palladium’s request at any time, or from time to time) as facts are discovered and remedial actions proceed) whenever Grantee has credible evidence that a principal, employee, agent, consultant, subrecipient or contractor of Grantee (1) violated US Federal law or Cooperating Country law involving fraud, conflict of interest, bribery, gratuity, or the civil False Claims Act (31 USC. §§ 3729-3733); or (2) engaged in any other irregularities or misconduct potentially affecting the Grant, including conduct proscribed by Sec. B.10(a) and (b). Notice shall include a description of the relevant facts and proposed corrective actions. Failure to promptly, accurately and fully report such matters; to respond aggressively and appropriately; or to comply with reasonable instructions from Palladium or USAID may be treated as a material breach of the Grant.
- (d) **Further Disclosure by Palladium.** Grantee acknowledges that Palladium may, in its absolute discretion, disclose to USAID or other US Government agencies or officials all or part of matters notified (or matters of similar import, whether or not reported by Grantee under this Section). Grantee hereby authorizes such disclosures and expressly, completely and irrevocably waives and releases Palladium from any claims or other liability that may arise out of or result from theme.

**B.9. Whistleblower Protections.** Grantee shall comply with USAID Standard Provision, “Pilot Program for Enhancement of Grantee Employee Whistleblower Protections.” This includes informing its employees working under this Grant, in the predominant native language of the workforce, that they have the whistleblower rights and protections specified in the Standard Provision and 41 US Code § 4712.

**B.10. Compliance with Law (General).**

- (a) The Grantee must fully comply with all applicable US and Cooperating Country laws, including statutes, executive orders, regulations and other mandatory directives, policies and instructions with binding legal effect. Grantee must also obtain in a timely and effective manner and maintain throughout the Grant Term all US and Cooperating Country licenses, permits, and other approvals (including approvals pursuant to export control, foreign assets control, sanctions, anti-terrorism, money laundering, foreign policy, and other similar or related rules) necessary to implement the Program.
- (b) Notwithstanding the foregoing, Grantee is solely responsible for all costs, risks, damages and other liability incurred by it as a result of its failure to comply with applicable law. If during implementation Grantee encounters compliance-related costs of an unusual or potentially controversial nature or amount that could not have been reasonably anticipated during negotiation of the Grant, Grantee shall notify Palladium in writing and engage in such consultations with Palladium and/or USAID as Palladium may request.

**B.11. Preventing Terrorist Financing.** Grantee must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including individuals or entities on the Specially Designated Nationals and Blocked Persons List (the “SDN List”) maintained by

the US Treasury Department's Office of Foreign Assets Control (online at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security Council's ISIL (Da'esh) and Al-Qaida Sanctions List (online at: [https://www.un.org/sc/suborg/en/sanctions/1267/ag\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/ag_sanctions_list)). This provision must be included in all subawards and contracts issued under this Grant.

- B.12. Other US Sanctions and Export Controls.** No funds, goods or services provided to or acquired by Grantee under this Grant shall be used directly or indirectly to engage in transactions that a US person would be prohibited from engaging in under (1) US economic and trade sanctions, including those administered by the US Treasury Department's Office of Foreign Assets Control and/or (2) US export restrictions, including the US Commerce Department Bureau of Industry and Security's Export Administration Regulations. Without limiting the generality of the foregoing, Grantee shall not engage in, support, or otherwise facilitate any transaction in which any individual or entity appearing on the SDN List (as defined in Sec. B.11) has a direct or indirect interest of any nature whatsoever.
- B.13. Trafficking in Persons.** USAID Standard Provision "Trafficking in Persons," applies to this Grant.
- B.14. Child Safeguarding.** Grantee agrees to abide by the principles set forth in USAID Standard Provision, "Child Safeguarding", and to include such principles in Grantee's code of conduct for all personnel implementing USAID-funded activities.
- B.15. Prohibition of Assistance to Drug Traffickers.** If Palladium notifies Grantee of its determination, after consulting with USAID as necessary, that the restrictions in ADS 206, "Prohibition of Assistance to Drug Traffickers" apply to the Grant, Grantee agrees (1) to execute and deliver to Palladium any "key individual" or "covered participant" certifications that may be required and (2) to take all other necessary compliance actions. Refusal or failure to comply with any of the foregoing requirements may be deemed noncompliance.
- B.16. Lobbying and Political Activity.** In addition to complying with the lobbying certification in Sec. G.2, Grantee shall not (unless and only to the extent expressly authorized in the Program Description or subsequently approved by Palladium) use any Grant or Program Income funds to carry on propaganda or otherwise attempt to influence legislation, participate or intervene in a political campaign on behalf of or in opposition to any candidate for public office, cause any private inurement or improper benefit to occur, or take any other action inconsistent with US Internal Revenue Code Sec. 501(c)(3).
- B.17. Taxes.**
- (a) **General.** Grantee is solely liable for all taxes (including occupation, property, use, franchise, income, and value-added taxes), import duties, and other official exactions of whatever nature, whether levied in the US, the Cooperating Country, or elsewhere, arising out of or relating to Grantee, the Program, or any payments made to or received by the Grantee pursuant to, or otherwise in connection with, making or performance of the Grant. All reasonable efforts shall be made to obtain any exemptions or refunds from Cooperating Country taxes that may be available to Grantee directly or based on exemptions or refund rights afforded to at the request of the US Government, including complying with any instructions issued by Palladium from time to time regarding procedures to invoke exemptions and/or refund rights afforded to US Government-funded contractors and recipients. Any charges to the Grant for taxes must be included in the approved Budget and comply with pertinent Grant requirements including the Applicable Cost Principles and paragraph (c) below. If, despite the foregoing, it becomes necessary for Palladium to pay any taxes within the scope of this Section, Grantee shall immediately reimburse such payments (as well as any reasonable associated attorney and expert fees and other costs) upon request and presentation of documentation thereof, whether or not suit is filed to collect the taxes.
  - (b) **Reporting Host Government Taxes.** Grantee must annually report host government taxes in accordance with USAID Standard Provision, "Reporting Host Government Taxes", if procurement of commodities under this Grants exceeds \$500 and such procurement is listed as milestone, except that reports shall be made by April 10 of each year, and to Palladium instead of USAID. Reports are required even if Grantee did not pay any taxes or receive any reimbursements during the reporting period. Grantee must include this reporting requirement in all applicable subawards and contracts.

**B.18. Intellectual Property.**

- (a) Grantee shall retain the rights, title and interest in Intellectual Work and other Data first acquired or produced under this Grant; provided, however, that the Grantee hereby irrevocably grants to Palladium and USAID each a royalty-free, worldwide, nonexclusive, and irrevocable right and license to use, disclose, reproduce, prepare derivative works based upon, distribute copies to the public of, perform publicly, and display publicly, any such Intellectual Work and/or Data, in any manner and for any purpose, and to have or permit others to do so.
- (b) Patentable processes or inventions conceived or first actually reduced to practice by Grantee in performance of work under this Grant shall be governed by, and Grantee shall comply with, USAID Standard Provision RAA8, "Patents Rights", which shall be interpreted and applied without regard to the adaptations described in paragraphs (3) and (5) of Sec. B.31 (a).
- (c) In addition to the foregoing, Grantee hereby affirms that it will promptly provide Palladium and USAID, upon request or as otherwise required in this Grant, with all Intellectual Work and other Data, and all rights, necessary to fulfill Palladium's obligations to USAID under the Prime Contract.
- (d) Grantee is solely responsible for ensuring (and by signing the Grant, represents, warrants and covenants) that Grantee's deliverables and other work products including Intellectual Work and Data will not infringe any copyright, patent, trade secret, contract, or other intellectual property, proprietary or personal rights of any person or entity, and will be free of any liens, encumbrances or other claims. In the event that the representation, warranty, and covenant is challenged and/or proves incorrect, the Grantee shall reimburse any reasonable defense or other costs that may be incurred by Palladium upon request.
- (e) Except as required in this Grant, or as otherwise directed, requested or approved by USAID, neither Party shall use the other's name, logo or marks in any form of publicity (or imply endorsement) without the other Party's prior written consent. Grantee's use of Palladium's name, logo or marks with consent shall be deemed an acknowledgement of Palladium's rights therein.
- (f) For purposes of Secs. B.18 - B.20, and B.31(a)(8), without limitation, the terms "Intellectual Work" and "Data" shall have the same meanings as in USAID Standard Provision, "Submissions to the Development Experience Clearinghouse and Data Rights").

**B.19. Publications, Information/Media Products, and Marking/Branding.** Publications and other information or media products (including any book, article, report, media interview, press release, public notice, lecture, public appearance, web page or blog posting) regarding the Grant or the Program must, except as otherwise approved, (1) be approved by Palladium prior to publication, (2) contain an acknowledgment of Palladium and USAID's role (with a disclaimer), and (3) be included in the milestone(s) amount. Palladium will provide Grantee with the text of the required acknowledgment and disclaimer. Grantee shall give Palladium at least two copies of each approved publication or other information/media product promptly upon publication. In addition, the Grantee must comply with USAID Standard Provision "Marking and Public Communications Under USAID-Funded Assistance" and the Branding Strategy and Marking Plan in Part H.

**B.20. Assignment, Contracts, and Subawards.**

Grantee may not assign, transfer, contract, or further subaward in whole or in part, any of its rights or the performance of its duties under the Grant, any monies due or to become due hereunder, or any claim hereunder or relating hereto without Palladium's approval, which may be withheld in its sole discretion. Approval is not required for contracts of \$1,000 or less for the purchase of supplies, materials, equipment, or general support services. Any assignment, transfer, contract or subaward entered into in violation of this Section shall be null and void vis-a-vis Palladium, and no resulting costs may be charged to the Grant.

**B.21. Procurement of Goods and Services.**

- (a) Recipients must not procure real property under a Fixed Amount Award. Real property means land, including land improvements, structures and appurtenances thereto, but

excludes movable machinery and equipment. Personal property is any tangible or intangible property other than real property.

- (b) Depending on the activities funded and milestones established by the Fixed Amount Award, a recipient may procure equipment or personal property in order to accomplish a milestone. The distinction between whether purchase of the equipment or personal property is a milestone or is one possible means by which the recipient may accomplish a milestone is important for certain aspects of the award. Unless a milestone is itself the purchase of the equipment or personal property, milestones must not list equipment or personal property a recipient may potentially purchase to accomplish the milestone, but the costs of such equipment or personal property may be included in the budget from which milestone payment amounts are estimated and negotiated. Regardless of whether the equipment or personal property is listed in or as a milestone, the title to the equipment or personal property vests in the recipient upon acquisition with the condition that the recipient must use the equipment or personal property for the grant as long as it is needed for such. To the maximum extent practicable, Grantee shall use its currently owned hardware, software and other standard equipment and supplies to implement Program activities rather than undertake new procurement
- (c) If purchase of equipment or personal property is listed as a milestone, the procurement must comply with relevant requirements in the following USAID Standard Provisions: (1) "USAID Eligibility Rules for Procurement of Commodities and Services". See Part E.
- (d) Except as otherwise approved by Palladium on a case-by-case basis, for milestone procurements all goods and services purchased using Grant funds must be from countries included in the authorized geographic code specified in Sec. A.7. Without limiting the generality of the foregoing, under no circumstances may suppliers, goods or services be from any countries that are "prohibited sources" (as defined in 22 CFR § 228.01) or any countries with which transactions are otherwise prohibited by applicable US economic or trade sanctions. (See Sec. B.12, "Other US Sanctions and Export Controls".)

**B.22. Conditions Interfering with Performance.** The Grantee shall notify Palladium in writing within ten (10) days of the date it learns, or in the exercise of reasonable care should have learned, of the occurrence and potential effects of any conditions that interfere with or which it is reasonable to believe may interfere with successful and timely Grant performance, including problems not previously foreseen, actual or threatened Grantee insolvency or bankruptcy, or other default or problem. The notice shall identify the condition(s), projected impact on planned Program implementation and accomplishment of results, and the steps Grantee proposes to take to try to correct or mitigate the condition(s).

**B.23. Noncompliance.** If the Grantee fails to comply with any Grant requirement, Palladium may take any one or more of the remedial measures stated in 2 CFR § 200.339, "Remedies for noncompliance", in addition and without prejudice to other remedies available at law, in equity, or by contract, that it deems appropriate in its reasonable discretion. When practicable, written notice (including a statement of the requirement(s) involved) and opportunity to correct the noncompliance will be provided before action is taken. If it disagrees with Palladium's handling of the apparent noncompliance, Grantee may proceed in accordance with Sec. B.28, "Disputes".

**B.24. Suspension.** Palladium may suspend the Grant, in whole or in part, at any time or from time to time, for any of the following reasons: (1) noncompliance by Grantee with Grant requirements; (2) receipt of a suspension directive from USAID; or (3) Palladium's written determination (a copy of which will be provided to Grantee) that such action is in the Program's best interest. Suspension shall be effected by a written notice stating the basis, effective date, and duration of the action, unallowability of costs incurred during the suspension period (with any exceptions thereto), and any other terms and conditions deemed appropriate. Regardless of the duration specified in the notice, Palladium may terminate the Grant if a suspension continues for thirty (30) days or more.

**B.25. Termination.** Either Party may terminate the Grant in whole or in part at any time or from time to time with at least thirty (30) days' notice prior to termination. For avoidance of doubt, termination by either Party may be for any reason, including the terminating Party's convenience, a direction by USAID to suspend or terminate all or part of the Grant, or a decision by USAID to terminate or withhold funding for all or part of the Prime Contract. In the event of partial termination, Grantee shall continue to perform the unterminated portion of Program activities. Upon termination, Palladium will notify Grantee of

procedures and standards for phasedown and final financial report submission. Any reimbursement of Grantee's termination costs shall be subject to Palladium's approval, the Applicable Cost Principles, the Obligated Ceiling, Completed Milestones and Palladium's receipt of funds from USAID for the purpose.

**B.26. Closeout.** To facilitate timely closeout of the Grant and Prime Contract, Grantee shall perform all of its Grant obligations in a timely manner, within the Grant Term, and take all necessary and appropriate steps to assist Palladium in the closeout process. Closeout shall, in addition to such other steps as Palladium may reasonably request, include the following Grantee acts: submit final completion report, execute an acceptable release discharging Palladium from any liabilities, obligations and claims arising under or relating to the Grant; and receive final payment (if any) due.

**B.27. Governing Law.** The Grant, its making and performance, and all claims arising out of or relating to it (whether based on contract, tort or otherwise), shall be governed by and interpreted in accordance with the following order of precedence: (1) the provisions of the Grant, and (2) the laws in effect in the District of Columbia, USA (without giving effect to any conflict of law principles or provisions that would require the laws of another jurisdiction to apply); provided, however, that any issue pertaining to USAID Standard Provisions, USAID policies, and/or US Executive Orders, statutes or regulations shall be governed by and interpreted in accordance with substantive US Federal law rather than state law.

**B.28. Disputes.**

- (a) Subject to paragraph (d) of this provision, all disputes, controversies, or claims arising out of or relating to the Grant (the foregoing collectively called "Disputes") shall be subject to good faith discussions between the Parties to seek an amicable, informal resolution.
- (b) If a resolution is not reached within thirty (30) days, either Party may notify the other in writing that a Dispute exists. If there is no resolution within another thirty (30) days, either Party may file suit in a State or Federal court located in the District of Columbia. Failure by Grantee to file such a claim within one-hundred-and-twenty (120) days of the final date referred to in the preceding sentence (or, with respect to particular types of claims, such shorter period as may be specified in any other Grant provision) shall constitute an irrevocable waiver thereof. An award by a court in accordance with this Section shall be final and binding on both Parties. The foregoing shall constitute the sole and exclusive procedure for the resolution of Disputes. By executing this Grant, Grantee expressly and irrevocably (1) agrees and submits to the exclusive jurisdiction of State and Federal courts located in the District of Columbia over Disputes and waives, to the fullest extent permitted by applicable law, (2) any right to invoke the jurisdiction of the courts in the Cooperating Country or any third country, any objection hereto based on lack of jurisdiction, improper venue, inconvenient forum, or any other ground, any right to trial by jury. Judgment may be entered in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of the award and order for enforcement, neither of which shall be subject to contestation by Grantee.
- (c) Regardless of existence or pendency of a Dispute, unless otherwise approved or directed by Palladium, Grantee shall continue to perform its Grant obligations unless the Grant is terminated in full.
- (d) Notwithstanding the foregoing, or any other Grant provision, any act by a cognizant USAID or other US Government official purporting to act with authority that binds Palladium shall also bind Grantee to the extent that it relates to or affects the Grant.

**B.29. Limitations on Liability.** Notwithstanding any other provision(s) of the Grant:

- (a) If a claim for damages or right to any other form of relief (whether based on contract, tort, or otherwise) should arise in connection with this Grant, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience to such Party. In no event shall any such claim or relief include or permit the recovery of consequential, incidental, indirect, special, punitive or exemplary damages.
- (b) In no event shall the maximum aggregate liability of Palladium to Grantee, and to all other individuals and entities claiming for or through Grantee, arising out of or relating to the Grant (whether based on contract, tort or otherwise) exceed the lower of: (1) the Ceiling/Obligated

Amount specified on the Cover Page; or (2) the total amount of funds paid by USAID to Palladium for purposes of this Grant.

- (c) Neither USAID nor Palladium shall be liable for any third party claims for damages arising out of or relating to the Grant.

**B.30. Indemnity.**

- (a) In addition and without prejudice to any other Grant provision(s) requiring the Grantee to reimburse costs incurred by Palladium in specific circumstances, Grantee shall indemnify and hold Palladium (including its directors, officers, agents, employees, and other representatives) harmless from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind (including costs and fees of attorneys and expert consultants) (the foregoing collectively called "claims") arising out of, incidental to, or in any way resulting from Grantee's acts or omissions, whether negligent or otherwise (including its directors, officers, agents, employees, and other representatives, as well as any contractors and subrecipients) implementing the Program. This indemnity does not extend to claims or losses caused by Palladium's sole negligence or willful misconduct.
- (b) Without limiting the generality of the foregoing, Grantee shall reimburse Palladium for any costs, risks, delays, losses, damages or other liabilities incurred by Palladium as a result of any failure by Grantee to comply fully and in a timely manner with any of the terms and conditions of this Grant, including any failure to comply with any of the requirements described in Grant provisions pertaining to ethics and integrity, compliance with law, and securing licenses, permits and other approvals.

**B.31. Incorporation by Reference.**

- (a) Except where the context clearly requires or indicates otherwise, USAID Standard Provisions, ADS requirements, and other USAID and US Government rules and policies that are included in this Grant and/or incorporated by reference shall be interpreted and applied to this Grant and to the Grantee with their terminology adapted as follows:
- (1) "grantee", "recipient" and "non-Federal entity" as well as "applicant" when relevant, mean the Grantee identified on the Cover Page.
  - (2) "grant", "award" and "Federal award" mean this Grant.
  - (3) "USAID", "Mission", "Government", "Agreement Officer", "Agreement Officer's Representative" (or "AOR"), and "pass-through entity" mean Palladium.
  - (4) "Program Description" means Part C of the Grant.
  - (5) All references to approvals, authorizations, decisions, instructions, determinations, and notices by any person other than the "grantee", "recipient" or "non-Federal entity" shall be deemed to mean approvals etc. by Palladium. Unless (and only to the extent) otherwise stated elsewhere in the Grant or approved or directed by Palladium in writing on a case-by-case basis, Grantee shall direct all requests for approvals required by the Grant, including those required from USAID, solely to Palladium.
  - (6) All references to USAID, US Government or Federal funds, or appropriated funds, shall be deemed to mean the Grant funds.
  - (7) The award "Schedule", as used in USAID Standard Provisions, includes all provisions of this Grant.
  - (8) All Intellectual Work, Datasets, and other documents, materials, and information governed by USAID Standard Provisions shall, unless otherwise approved by Palladium on a case-by-case basis, be submitted to Palladium rather than USAID.
- (b) USAID Standard Provisions, ADS provisions, and other USAID and US Government rules and policies shall be interpreted and applied in accordance with any modifications and supplemental provisions stated in Part E or elsewhere in the Grant.
- (c) Except to the extent otherwise specifically stated elsewhere in the Grant or later approved by Palladium on a case by cases basis, all provisions, rules and policies incorporated by reference shall be as in force on the Effective Date; however, Grantee shall be automatically bound by any modifications to such provisions, rules and policies if and to the extent imposed on Palladium under the Prime Contract.

**B.32. Miscellaneous.**

Prime Contract Number:7200AA19C00080  
Grantee Name:  
Grant Number:

- (a) **Entire agreement.** This Grant is the entire agreement between Palladium and Grantee pertaining to the subject matter hereof. It supersedes all prior proposals, documents, agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall bind Palladium.
- (b) **Amendments.** Except as (and only to the extent) otherwise provided in any provision(s) expressly giving Palladium a right to issue unilateral instructions, directives, or other amendments, the Grant may only be modified by a written agreement signed by both Parties. Without limiting the generality of the foregoing, a formal amendment is required to change the scope or the objectives of the Program or to revise the Total Grant Ceiling, the Obligated Amount, or the Completion Date.
- (c) **Waiver.** No waiver or amendment of any Grant provision or right shall be deemed to have occurred unless it is effected in a writing, specifically designated as such. Such waiver or amendment shall be strictly limited to its terms, and shall not be deemed to waive, modify, change, amend, condition or otherwise affect any other provision(s) or the future exercise of the pertinent right.
- (d) **Survival of obligations.** Grant provisions that by their nature are not limited to the Grant Term shall survive the Grant's expiration or earlier termination and shall continue in full force and effect.
- (e) **Headings and terminology.** Grant headings are inserted solely to facilitate convenient reference, and shall not be deemed to define, limit or describe the Grant's scope or the meaning of any provision(s) herein. Except where the context clearly requires a different result, singular and plural words, and any words with an implication of gender, are interchangeable. "Day" means a consecutive calendar day, unless otherwise expressly stated. "Including" means "including but not limited to" (i.e., without limitation). "N/A" means "Not Applicable." "Personnel" includes both employees and individual independent contractors.
- (f) **Resolving inconsistencies among provisions.** The provisions of the Grant shall be read together and applied in a manner consistent with the purpose stated in Sec. A.1 above to the maximum practicable extent. In the event of ambiguity of or apparent conflict or inconsistency between or among such provisions, Grantee shall have an affirmative duty to notify Palladium and obtain guidance before interpreting them. If it fails to do so, Grantee shall be bound by the interpretation deemed by Palladium, in its sole discretion, to be appropriate.
- (g) **Severability.** If any Grant provision(s) is/are determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and shall be construed to implement the intent of the Parties to the maximum extent practicable, as if the Grant had been executed with the invalid or unenforceable provision(s) eliminated.
- (h) **Third parties not to benefit.** Grant provisions are for the benefit of the Parties hereto, and are not intended to create any rights in or on behalf of, or responsibilities of the Parties to, any other person, entity or third party, unless otherwise expressly stated.
- (i) **Rights and remedies cumulative.** The rights and remedies set forth in this Grant are not exclusive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law, in equity, by statute, or otherwise.
- (j) **Successors and assigns.** This Grant is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.
- (k) **Language.** The governing language of the Grant is English. All notices, reports and other deliverables, and communications in connection with the Grant shall be in English.

- (l) **Measurement.** All measurements required or authorized pursuant to the Grant shall be in metric system units of measurement, unless otherwise authorized by Palladium.
- (m) **Mutuality.** The Parties expressly acknowledge and agree that they have carefully reviewed the Grant, in consultation with legal counsel as desired. The Grant shall therefore be deemed to have been jointly prepared and drafted, and (except and only to the extent otherwise stated elsewhere in the Grant) its provisions shall not be subject to a presumption or blanket rule of construction or interpretation either in favor of or against either Party.
- (n) **Notice of certain changes.** Grantee shall inform Palladium promptly in writing of any changes in its name, legal status, address, telephone, fax, email information, or officers.

**[END OF PART B, GENERAL CONDITIONS]**

**PART C  
PROGRAM DESCRIPTION**

In furtherance of achieving the purpose, objectives and results designated in the Prime Contract, Grantee agrees to implement under this Grant the activities described below.

**C.1. Statement of Purpose**

Click here to enter text.

**C.2. Background**

Click here to enter text.

**C.3. Goals and Objectives**

Click here to enter text.

**C.4. Milestones**

Click here to enter text.

Line items	All amounts are in US Dollars				
	Due Date	Criteria for Acceptance	Required Documentation	Margin of Error	Other
Click here to enter text.	Click here to enter a date.	Click here to enter text.			
Click here to enter text.	Click here to enter a date.	Click here to enter text.			
Click here to enter text.	Click here to enter a date.	Click here to enter text.			
Click here to enter text.	Click here to enter a date.	Click here to enter text.			
Click here to enter text.	Click here to enter a date.	Click here to enter text.			

**C.5. Financial and Performance Reports**

[See Sec. A.11, if reporting is addressed there. Make sure requirements are clear and reports from Grantee are sufficient to allow Palladium to meet its performance and financial monitoring and reporting obligations under the Prime Contract.]

**C.6. Other Deliverables**

Click here to enter text.

**C.7. Monitoring and Evaluation**

[Insert any additional specific requirements beyond those stated in Sec. B.1, "Monitoring and Evaluation" (e.g., details regarding site visits; data planning, collection, quality, and reporting, etc.) ]

**[END OF PART C, PROGRAM DESCRIPTION]**

**PART D**  
**Acceptance and Payment**

**D.1 Acceptance and Payment Terms**

Milestone acceptance must be provided by [insert **Palladium** Representative who will approve acceptance] in order to release payment.

For the avoidance of any doubt, it is confirmed that no milestone payments will be disbursed until all requirements relating to such milestone (including completion of reporting, appropriate documentation, etc.) have been completed in accordance with the terms of this Grant.

Palladium will not authorize payment unless the Grantee has:

1. Signed and returned a copy of this Grant to the Palladium Representative;
2. Provided appropriate banking information; and
3. Complied with all the terms and conditions of this Grant including the reporting requirements.

All Grant amounts are in the Grant Currency. On Grantee's request, actual payment may be in the Payment Currency that is different from the Grant Currency, in which case the Grantee bears the risk of any foreign exchange losses.

Payment will be made to Grantee within thirty (30) days of receipt and acceptance of a milestone.

**[END OF PART D, ACCEPTANCE AND PAYMENT]**

**PART E**  
**USAID STANDARD PROVISIONS**

**E.1. Introduction.** The Prime Contract requires Palladium to apply USAID’s Standard Provisions for Fixed Amount Awards for Non-US Nongovernmental Organizations (the “USAID Standard Provisions”) to the Grant.

The USAID Standard Provisions listed in the tables in Secs. E.2 and E.3 below are incorporated in this Grant with the same force and effect as if their text is reprinted in full, modified and/or supplemented as indicated in the far-right column below and as described in Parts. A and B. See Sec. B.31, “Incorporation by Reference”, which describes how terminology used in the Standard Provisions shall be adapted to apply to the Grant and Grantee. The “Sections” cited below refer to Sections of this Grant.

Provisions that are marked “N/A” (if any) below are not applicable to this Grant and should be disregarded by Grantee. A blank right-hand column indicates that a Provision is to be applied as written. All other provisions are applicable and shall be interpreted and applied as described in the preceding paragraph. Citations in the right-hand column are not intended to be exclusive.

The USAID Standard Provisions are available in full text on USAID’s website at [ADS Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations](#) or from **Palladium** upon request.

**E.2. Mandatory Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations**

No.	Title (Version Date)	Modification/Supplementation
M1	SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)	
M2	MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (July 2015)	
M3	DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)	
M4	DEBARMENT AND SUSPENSION (JUNE 2012)	
M5	PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)	
M6	TRAFFICKING IN PERSONS (April 2016)	
M7	VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)	
M8	EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)	
M9	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)	
M10	PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)	
M11	SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)	
M12	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)	

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M13	CHILD SAFEGUARDING (June 2015)	
M14	MANDATORY DISCLOSURES (NOVEMBER 2020)	
M15	NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)	
M16	CONFLICT OF INTEREST (August 2018)	

**E.3. Required as Applicable Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations**

No.	Title (Version Date)	Modification/Supplementation
RAA1	FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)	If advanced payments are authorized – modify the payment terms in Sec. D.1 as appropriate.
RAA2	UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)	
RAA3	<del>REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)</del> Reserved	<u>Not applicable to GUC recipients.</u>
RAA4	USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)	
RAA5	FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)	
RAA6	OCEAN SHIPMENT OF GOODS (JUNE 2012)	
RAA7	REPORTING HOST GOVERNMENT TAXES (JUNE 2012)	The Grantee reports as prescribed in Sec. B.17. (b)
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 (ASSISTANCE) (SEPTEMBER 2014)	

RAA18	PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (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)	
RAA23	[Reserved]	N/A
RAA24	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOVEMBER 2020)	
RAA25	NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)	

**[END OF PART E, USAID STANDARD PROVISIONS]**

**PART F**  
**FINANCIAL REPORT FORMAT**

[Insert desired format. Include Program Income unless these topics will not be relevant for any of the anticipated GUC grants. We also recommend including the certification required by Subpart E of 2 CFR § 200.415, "Required certifications" (with any additions or other modifications Palladium deems appropriate):

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Palladium might wish to insert the following language (or similar) at the end of the first sentence: "... that, as of the date of submission, all applicable Grant requirements have been met and payment of the sum claimed is due and proper under the Grant and applicable law; all representations and certifications previously made or provided by Grantee remain valid; appropriate refund will be made to Palladium in the event of material noncompliance with Grant requirements and/or disallowance by USAID; and such detailed supporting information as Palladium or USAID may reasonably require will be furnished promptly upon request."

**[END OF PART F, FINANCIAL REPORT FORMAT]**

**PART G**  
**ASSURANCES AND CERTIFICATIONS**

The following certifications and assurances are provided by Grantee in consideration of Palladium Grant No. [Click here to enter text.], dated [Click here to enter a date.], and form an integral part of the Agreement:

**G.1. Reserved**

**G.2. Certification Regarding Lobbying**

Grantee hereby certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the Grantee, to any person to influence or attempt to influence (1) an officer or employee of any agency, (2) a Member of Congress, (3) an officer or employee of Congress, or (4) an employee of a Member of Congress (collectively, "Covered Officials") in connection with the award of any Federal contract; the making of any Federal grant, cooperative agreement or loan; 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 a Covered Official in connection with the Grant, Grantee must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," available online at: <https://www.gsa.gov/portal/forms/download/116430> in accordance with its instructions.
3. Grantee must include this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 Grant was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

**G.3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**

Palladium reserves the right to terminate the Grant, demand a refund, or take other appropriate measures if Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140. In addition, if there are Covered Participants, Palladium reserves the right to terminate the Grant or take other appropriate measures with respect to any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

**G.4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

Grantee hereby certifies as follows:

1. Grantee, 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. This certification will not be deemed applicable to material support or resources provided by Grantee pursuant to an authorization contained in one or more applicable licenses issued by the US Treasury's Office of Foreign Assets Control (OFAC).
2. The following steps may enable Grantee to comply with its obligations under paragraph 1:

- (a) Before providing any material support or resources to an individual or entity, Grantee will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Office of Foreign Assets Control (OFAC) available online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID or Palladium to the Grantee.
- (b) Before providing any material support or resources to an individual or entity, Grantee also will verify that the individual or entity has not been designated by the United Nations Security Council (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, Grantee should refer to the consolidated list available online at the Committee's website: [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list).
- (c) Before providing any material support or resources to an individual or entity, Grantee 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.
- (d) Grantee also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this certification –

- (a) "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."
  - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
  - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
- (b) "Terrorist act" means –
  - (i) an act prohibited pursuant to one of the 19 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://www.un.org/en/counterterrorism/legal-instruments.shtml>); or
  - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
  - (iii) 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.
- (c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- (d) References in this certification to the provision of material support and resources shall 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 Grantee 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.
- (e) Grantee's obligations under paragraph 1 do not apply to procurement of goods and/or services by Grantee that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Grantee 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 the Grant, and any violation of it shall be grounds for unilateral termination of the agreement by Palladium or USAID prior to the end of its term.

**G.5. Certification Regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013**

The Grantee, through its duly designated representative, after having conducted due diligence, hereby certifies that:

1. It has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the USAID Mandatory Standard Provision "Trafficking in Persons" and is in compliance with that plan;
2. It has implemented procedures to prevent any activities described in Section (a) of the USAID Standard Provision "Trafficking in Persons" and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of Grantee engaging in any activities described in such section; and
3. To the best of the representative's knowledge, neither Grantee, nor any of its employees, contractors, or subawardees, nor any agent of Grantee or of such a contractor or subawardee, is engaged in any of the activities described in sec. (a) the USAID Standard Provision "Trafficking in Persons."

**G.6 Representation Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**

Grantee hereby represents and certifies that it is not an organization that (1) was convicted of a felony criminal violation under a US Federal law within the preceding 24 months; or (2) has any unpaid US 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.

**G.7. Certification Regarding Debarment and Suspension**

Grantee hereby represents and certifies that Grantee and its "principals" (as such term is defined in USAID Standard Provision M12, "Debarment and Suspension"):

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or otherwise excluded or disqualified from doing business with any US Government entity;
2. Have not been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
3. Are not presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in the preceding paragraph; and
4. Have not had one or more agreements funded by the US Government terminated for cause or default within the preceding three years.

**G.8. Prohibition on Providing Federal Assistance to Entities That Require Certain Internal Confidentiality Agreements - - Representation (April 2015).**

Grantee represents that it does not require its employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, 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.

**G.9. Notification of Changes; Additional Representations, Certifications and Assurances.**

Prime Contract Number:7200AA19C00080

Grantee Name:

Grant Number:

Grantee hereby covenants and agrees as follows:

1. Grantee shall fully comply with all representations, certifications and assurances stated above or elsewhere in the Grant and shall ensure that any status represented, warranted or certified by Grantee will continue throughout the Grant Term. Grantee shall notify Palladium immediately in writing in the event of any failure or inability to so comply, any change in any such status, or any other circumstance that renders a representation, certification or assurance inaccurate or incomplete. If Grantee fails to comply with the foregoing, Palladium shall be entitled to terminate this Grant, in whole or in part, for material noncompliance.
2. To the extent required by applicable law, regulation or policy, Grantee agrees to require contractors and subrecipients to make representations and certifications similar to those made by Grantee in accordance with this Grant. Grantee also agrees to provide, upon request, any additional standard certifications, representations, assurances or statements that USAID may require or Palladium in its discretion may deem necessary or appropriate.

**G.10. Certification of Grantee**

By the signature of its duly authorized representative below, Grantee provides the representations, certifications, assurances and covenants set out above (collectively, “certifications”) in consideration of and for the purpose of obtaining US Federal assistance extended to Grantee by USAID through Palladium. Grantee recognizes and agrees that such assistance is extended in reliance on the certifications and that Palladium and/or the US Government will have the right to seek judicial enforcement of the certifications. The certifications are binding on Grantee, its successors, and permitted transferees and assignees. Grantee further represents and certifies that the person whose signature appears below is authorized to sign the certifications on behalf of Grantee.

Grantee Name: [Click here to enter text.](#)

Authorized Representative Name (print) [Click here to enter text.](#)

Authorized Representative Title (print) [Click here to enter text.](#)

Authorized Representative Signature

Date [Click here to enter a date.](#)

**[END OF PART G, ASSURANCES AND CERTIFICATIONS]**

**PART H**  
**BRANDING STRATEGY AND MARKING PLAN**

**H.1.** 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. Even in cases of no branding, when the sub-brand is not used, USAID's contribution may be acknowledged either in the text or verbally at relevant meetings and events. Program materials, unless administrative in nature, must follow the full branding guidelines for type, color, and layout. When authorized, the project sub-brand or other acknowledgement statement may also be used on program materials to acknowledge the U.S. Government's support and funding, if and when appropriate. CTO approval should be obtained before all communication and program materials are produced in accordance with the acceptance policy of products funded under contract.

**H.2.** ...

**H.3.** Prior approval by Palladium of the following Grantee-produced items is required: *[insert list or more generic, all-encompassing description – for example, “All public communications relating to or resulting from the Grant Program, including but not limited to event materials, press releases, news articles, social media posts, or other public reports which mention the project by name].* To permit adequate review, as well as consultation with USAID when necessary, Grantee shall notify Palladium in writing in accordance with the following guidelines: *[insert pertinent guidelines, coordinated with the 1<sup>st</sup> sentence, e.g. “(1) Events – basic information at least 30 days beforehand, and a copy of all materials which mention the prime project name or the Grant Program at least 2 weeks beforehand in English (and local language?) of the proposed invitation, banner or poster, and attendance list at least 2 weeks beforehand”; “(2) Press releases, articles, social media posts, reports, advisories or similar issuances – at least 10 days before proposed dissemination”; etc.].*

**H.4.** Whether or not prior approval is required, Grantee agrees to provide two copies of all public communications in connection with the Program to Palladium promptly upon issuance.

**H.5.** Exceptions, waivers, deviations or appeals must be requested from/approved by Palladium who may need to secure prior approvals from USAID).

**[END OF PART H, BRANDING STRATEGY AND MARKING PLAN]**