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| **Attachment I: GRANT AGREEMENT – FIXED AMOUNT AWARD NON-US NGO**  **(“FAA Grant Agreement”)**  **Program Details**  Program Name (“Program”): **CATALYZE**  Head Contract/Agreement Number (“Head Contract/Agreement”): **AID-519-C-17-00001**  Client Name (“Client”): **USAID**  Term of Program: **March 31, 2017 to March 30, 2022**  Jurisdiction of Grant (“Jurisdiction”): **Honduras**  **Grant Agreement Details**  Grant Number:  Grantee Project Name (“Project”):  Effective Date:  Completion Date:  Total Grant Ceiling (not to exceed this amount; See Annexes B, C, D and E for further funding details):  Currency of Grant (Head Contract/Agreement currency): **USD**  **Palladium**  Organization Name: **Palladium International, LLC**  Palladium Representative: **Amanda Fernandez**  Address: **1331 Pennsylvania Avenue NW, Suite 600, Washington, DC**  Email: **Amanda.Fernandez@thepalladiumgroup.com**  **Grantee**  Organization Name:  Grantee Representative:  Address:  Address:  Telephone:  Fax:  Email:  UEI No.:  **Grantee Representative**  Name:  Address:  ID number:  Tax identification number:  Profession:  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 **El Salvador**. 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: Payment Schedule  • 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 Palladium or the Grantee 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.  **It is the official policy of USAID that English shall be the official and interpreting language of all award documents. Translation of this Agreement into any language other than English shall be for the convenience of Palladium and the Grantee, and in all cases interpretation of this Agreement shall be controlled by the English text.**  *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.*  **Signed for the Palladium: Signed for the Grantee:**  **Name: Name:**  **Title/Role: Title/Role:**  **Date: Date:**  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.    **Signed for the Grantee:**  **Name:**  **Title/Role:**  **Date:**    Grant Agreement Terms and Conditions  This Grant Agreement is made and is in full force as of the first day of the Term.  **PART A**  **SPECIFIC CONDITIONS**   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. 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. 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:    1. ADS is USAID’s Automated Directives System, which sets forth policies and procedures for USAID-funded activities.    2. 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](http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1" \l "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>    3. CFR means the US Code of Federal Regulations, available online at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.    4. Cooperating Country means any country or countries other than the US in which the Grantee implements activities funded under the Grant.    5. Program means the program described in Part C, “Program Description”.    6. 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> 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. 5. **Grant Term.** The Grant shall take effect, after being signed by both Palladium and the Grantee, on the Effective Date indicated on the Cover Page and extend through the Completion Date, subject to funding and unless earlier extended by Palladium and the Grantee 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 Palladium and the Grantee. 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. 6. **Payment Schedule.** The Payment Schedule (Part D) binds the Grantee in accordance with its terms until and unless changed by amendment.      1. **Authorized Geographic Code.** For purposes of Sec. B.21, “Procurement of Goods and Services”, if applicable, the authorized geographic code is **935** (as defined in 22 CFR § 228.01). 2. **Authorized Representatives.** (a) The following individuals, and only they, are authorized to exercise the specified authorities under the Grant on behalf of Palladium or the Grantee identified below:  |  |  |  | | --- | --- | --- | | **Authority** | **Palladium or Grantee** | **Representative (Name, Title)** | |  |  |  | |  |  |  | |  |  |  |   (b) Either Palladium or the Grantee 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.     1. **Notices.** Notices or requests required or permitted by the Grant must be in writing signed by Palladium’s or the Grantee’s’s authorized representative and sent to the other 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. 2. **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**   1. **Monitoring and Evaluation.**    1. 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.    2. 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.    3. Palladium and the Grantee 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." 2. **Records and Access to Records. [Reserved.]** 3. **Independent Contractor Status.**   Notwithstanding normal award administration processes and the provision of guidance by authorized Palladium personnel, the relationship between Palladium and the Grantee in carrying out the Program shall be that of an arm’s length independent contractor rather than employer/employee or principal/agent. Palladium and the Grantee 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 Palladium and the Grantee, 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.     1. **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. 2. **Personnel.**    1. 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).      1. **Coordination and Communications with Officials.**    1. 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.    2. 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.    3. 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. 2. **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. 3. **Ethics and Mandatory Reporting.**     1. **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.    2. **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.    3. **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.    4. **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. 4. **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. 5. **Compliance with the Law (General).**    1. 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.    2. To be eligible for reimbursement under the Grant, compliance costs must be included in the Budget and comply with the Applicable Cost Principles and other Grant requirements. Notwithstanding the foregoing, Grantee is solely responsible, without reimbursement under the Grant, for all costs, risks, damages and other liability incurred by it as a result of its failure to comply with applicable law. Before incurring compliance-related costs of an unusual or potentially controversial nature or amount, Grantee shall notify Palladium in writing and engage in such consultations with Palladium and/or USAID as Palladium may request. 6. **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: **Error! Hyperlink reference not valid.**<https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list>). This provision must be included in all subawards and contracts issued under this Grant. 7. **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. 8. **Trafficking in Persons.** USAID Standard Provision “Trafficking in Persons,” applies to this Grant. 9. **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. 10. **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. 11. **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, Cost Share 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).      1. **Taxes.**    1. **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.    2. **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. 2. **Intellectual Property.**    1. 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.    2. 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).    3. 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.    4. 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.    5. Except as required in this Grant, or as otherwise directed, requested or approved by USAID, neither Palladium nor the Grantee shall use the other’s name, logo or marks in any form of publicity (or imply endorsement) without the other’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.    6. 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”). 3. **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 Budget. 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. 4. **Assignment, Contracts, and Subawards.**    1. 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. 5. **Procurement of Goods and Services.**    1. 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.    2. 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    3. 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.    4. 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”.) 6. **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). 7. **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 § 200.338, “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”. 8. **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. 9. **Termination.** Either Palladium or the Grantee 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 Palladium or the Grantee may be for any reason, including the 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. 10. **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. 11. **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 State of Delaware, 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. 12. **Disputes.**     1. 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 Palladium and the Grantee to seek an amicable, informal resolution.     2. If a resolution is not reached within thirty (30) days, either Palladium or the Grantee may notify the other in writing that a Dispute exists. If there is no resolution within another thirty (30) days, either Palladium or the Grantee may file suit in a State or Federal court located in the State of Delaware. 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 Palladium and the Grantee. 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 State of Delaware 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.     3. 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.     4. 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. 13. **Limitations on Liability**. Notwithstanding any other provision(s) of the Grant:     1. 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, Palladium or the Grantee, whichever is making the claim, 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 Palladium or the Grantee, whichever is making the claim. In no event shall any such claim or relief include or permit the recovery of consequential, incidental, indirect, special, punitive or exemplary damages.     2. 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 Obligated Ceiling specified on the Cover Page; or (2) the total amount of funds paid by USAID to Palladium for purposes of this Grant.     3. Neither USAID nor Palladium shall be liable for any third party claims for damages arising out of or relating to the Grant. 14. **Indemnity.**     1. 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.     2. 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. 15. **Incorporation by Reference.**     1. Except where the context clearly requires or indicates otherwise, USAID Standard Provisions, ADS provisions, and other USAID and US Government rules and policies that are included in this Agreement 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, 333Grantee 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.     2. 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.     3. 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. 16. **Miscellaneous.**     1. **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.     2. **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 Palladium and the Grantee. 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 Ceiling, or the Completion Date.     3. **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.     4. **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.     5. **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.     6. **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.     7. **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 Palladium and the Grantee to the maximum extent practicable, as if the Grant had been executed with the invalid or unenforceable provision(s) eliminated.     8. **Third parties not to benefit.** Grant provisions are for the benefit of Palladium and the Grantee hereto, and are not intended to create any rights in or on behalf of, or responsibilities of Palladium and the Grantee to, any other person, entity or third party, unless otherwise expressly stated.     9. **Rights and remedies cumulative.** The rights and remedies set forth in this Grant are not exclusive and the exercise by either Palladium or the Grantee 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.     10. **Successors and assigns.** This Agreement is binding upon, and inures to the benefit of, Palladium and the Grantee and their respective permitted successors and assigns.     11. **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.     12. **Measurement.** All measurements required or authorized pursuant to the Subaward shall be in metric system units of measurement, unless otherwise authorized by Palladium.     13. **Mutuality.** Palladium and the Grantee 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 Palladium or the Grantee.     14. **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.  **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**  **Payment Schedule**   |  |  |  |  |  | | --- | --- | --- | --- | --- | |  | **All amounts are in US Dollars** | | | | | **Line items** | **Due Date** | **Criteria for Acceptance** | **Required Documentation** | **Amount (USD)** | | 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 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 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 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 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 text. | | **Total** | | | | Click here to enter text. |   **D.1 Funding and Payment Terms.**  This Grant Agreement is subject to unilateral revision by the Palladium and the funding is not guaranteed. This Grant Agreement does not obligate the Palladium to disburse funds for goods or activities that have not been agreed to in writing between Palladium and the Grantee.  For the avoidance of any doubt, it is confirmed that no payments of funding will be disbursed until all requirements relating to such funding (including completion of reporting, appropriate documentation, and any milestones) have been completed in accordance with the terms of this Grant Agreement.  Additional Funding  The Grantee will notify the Palladium immediately of any offer of funding for the Project from other sources. In case of additional funding from other sources, the Grantee will maintain and provide reports demonstrating the breakdown of funding for each activity to ensure funds are being used judiciously.  Payment  The Palladium will not authorize payment unless the Grantee has:   1. Signed and returned a copy of this Grant Agreement to the Palladium Representative; 2. Provided appropriate bank details including a method for identifying the Grant funds either in a separate bank account or by project codes; and 3. Complied with all the terms and conditions of this Grant Agreement including the reporting requirements.   The Palladium reserves the right to withhold all or any payments if the Palladium Representative has reasonably requested information and/or documentation from the Grantee and the request has not been fulfilled.  All Grant fund figures and amounts are in the Currency of Grant. Actual payment of funds may be in the Payment Currency (if different) on request but the Grantee bears the risk of all foreign exchange rates.  If payment in Arrears  Payment will be made to Grantee within thirty (30) days of receipt and acceptance of a valid invoice.  If Milestone payments  Payment will be made to Grantee within thirty (30) days of receipt and acceptance of a valid Milestone completion report.  NOTE: Funding can be withheld until a satisfactory Final report is received and accepted.  [**END OF PART D, PAYMENT SCHEDULE]** | **Anexo I: ACUERDO DE SUBVENCIÓN – ADJUDICACIÓN DE MONTO FIJO PARA ONG NO ESTADOUNIDENSE**  **(“Acuerdo de Subvención FAA”)**  **Información del programa**  Nombre del programa (“Programa”): **CATALYZE**  Contrato principal/Número del contrato (“Contrato principal /Acuerdo”): **AID-519-C-17-00001**  Nombre del cliente (“Cliente”): **USAID**  Plazo del programa: **31 de marzo de 2017 a 30 de marzo de 2022**  Jurisdicción de la subvención (“Jurisdicción”): **Honduras**  **Información del Acuerdo de Subvención**  Número de la subvención:  Nombre del proyecto del cesionario (“Proyecto”):  Fecha de entrada en vigencia:  Fecha de finalización:  Límite máximo de subvención (No exceder de esta cantidad. Para mayor información, consultar Anexos B, C, D y E):  Moneda de la subvención (Moneda del contrato principal /Acuerdo): **USD**  **Palladium**  Nombre de la organización: **Palladium International, LLC**  Representante Legal de Palladium: **Javier Aragón**  Dirección: **1331 Pennsylvania Avenue NW, Suite 600, Washington, DC**  Correo electrónico: **Amanda.Fernandez@thepalladiumgroup.com**  **Cesionario**  Nombre de la organización:  Representante Legal del cesionario:  Dirección:  Dirección:  Teléfono:  Fax:  Correo electrónico:  UEI No.:  **Representante Legal del Cesionario**  Nombre:  Dirección:  Número de identificación:  Número de Identificación Tributaria:  Profesión:  Esta subvención se otorga y subscribe, a partir de la Fecha de Entrada en Vigencia por y entre Palladium International, LLC. (“Palladium”), una entidad con fines de lucro organizada y constituida bajo las leyes del Estado de Delaware, Estados Unidos de América, y \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Cesionario”), una Organización No Gubernamental organizada y constituida bajo las leyes de **El Salvador**. Cada uno referido de forma individual como “Parte”; y de forma colectiva, serán referidos como las “Partes”. El cesionario acuerda implementar el Programa descrito en la Sección C, y entregar todos los informes y entregables de conformidad con el siguiente listado:   * Esta portada * Sección A: Condiciones específicas * Sección B: Condiciones generales * Sección C: Descripción del programa * Sección D: Calendario de pagos * Sección E: Estándares USAID * Sección F: Plantilla de informe financiero * Sección G: Garantías y Certificaciones * Sección H: Estrategia de branding y plan de marca   Las personas que firman a continuación certifican que tienen la autoridad legal para celebrar acuerdos vinculantes en nombre de sus respectivas Partes y han completado todos los trámites y otras acciones requeridas por sus estatutos y escrituras de constitución o documentos constitutivos similares, y todas las leyes aplicables, para autorizar la suscripción y ejecución de la Subvención.  **La política oficial de USAID es que el inglés sea el idioma oficial y de interpretación de todos los documentos de adjudicación. La traducción de este Acuerdo a cualquier idioma diferente del inglés será realizada para la conveniencia de las partes, y en todos los casos la interpretación de este Acuerdo será controlada por el texto en inglés.**  *Por favor, firme los dos ejemplares originales como acuse recibo y aceptación de la Subvención, y luego devuelva un ejemplar a Palladium a la dirección que figura arriba.*  **Firmado por Palladium: Firmado por el Cesionario:**  **Nombre: Nombre:**  **Cargo: Cargo:**  **Fecha: Fecha:**  A SER FIRMADO POR EL CESIONARIO:  El cesionario confirma que ha leído, entendido y que cumplirá con todas las disposiciones de la sección G. Adicionalmente, el cesionario confirma que obtendrá la confirmación firmada de cada individuo o entidad que el cesionario contrate para ser parte total o parcial de este Acuerdo de Subvención.  **Firmado por el Cesionario:**  **Nombre:**  **Cargo:**  **Fecha:**  Términos y Condiciones del Acuerdo de Subvención  Este Acuerdo de Subvención se otorga y entrará en vigencia en el primer día del Plazo. Palladium y el cesionario serán referidos de forma colectiva como las “Partes”.  **SECCIÓN A**  **CONDICIONES ESPECÍFICAS**   1. **Objeto.** El objeto de esta Subvención es brindar apoyo al Programa descrito en la Sección C para asegurar el logro de resultados establecidos en el Contrato Principal. El cesionario ejecutará el Programa de conformidad con la Sección C, facilitando la fuerza laboral y cualquier otro insumo necesario; de forma consistente con los requisitos de la Subvención que sean aplicables. 2. **Contenido de la Subvención.** El contenido de la Subvención consiste en la Portada y las Secciones A – H, todas las disposiciones estándar de USAID descritas en la Sección E o a las que se haga referencia en cualquier otra sección de la Subvención, así como todas las regulaciones y políticas de USAID y el Gobierno de los Estados Unidos de América, de las cuales se haga referencia en cualquiera de los apartados antes mencionados. Cada uno de los anteriores, ya sea que esté o no expresamente incorporado o reimpreso en su totalidad, se considerará como incorporado y constituye una parte integral de la Subvención. Las disposiciones, reglas y políticas incorporadas se interpretarán y aplicarán a la Subvención de acuerdo con la Sec. B.31, “Incorporación por referencia”. La notificación de todas las disposiciones, reglas y políticas deberá presumirse de manera concluyente. 3. **Definiciones.** Adicionalmente a los términos definidos en la Portada y en otros apartados o secciones de la Subvención, los siguientes términos tendrán los significados que se indican a continuación:    1. ADS. Se refiere al Sistema de Directrices Automáticas de USAID, que establece las políticas y procedimientos para actividades financiadas por USAID.    2. Los principios de costo aplicables. Son las reglas de 2 CFR 200, Subparte E, disponibles en línea a través del enlace: [http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#sp2.1.200](http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1" \l "sp2.1.200) para no organizaciones sin fines de lucro e instituciones educativas y FAR Parte 31 para organizaciones con fines de lucro disponibles en <https://www.acquisition.gov/far/html/FARTOCP31.html>    3. CFR. Se refiere al Código de Regulaciones Federales de los EE. UU., Disponible en línea en <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.    4. País cooperante. Significa cualquier país o países que no sean los EE. UU. En los que el Cesionario implementa actividades financiadas en virtud de la Subvención.    5. Programa. Se refiere al programa descrito en la sección C, “Descripción del Programa”.    6. Disposiciones estándar de USAID. Se refiere a las Disposiciones Estándar para adjudicaciones de Montos Fijos para Organizaciones No Gubernamentales fuera de los Estados Unidos, disponibles en línea a través del enlace: <https://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf> 4. **Tipo de adjudicación.** Esta subvención está constituida por una adjudicación de monto fijo de conformidad con el Contrato Principal suscrito entre Palladium y USAID. El pago se realizará al cesionario en función de hitos específicos establecidos en la Sección C de la Subvención de acuerdo con el calendario de pagos y la documentación de respaldo descritos en la Sección D de la Subvención. 5. **Plazo de la Subvención.** La subvención entrará en vigencia, una vez sea suscrita por ambas Partes, en la Fecha de Entrada en Vigencia indicada en la portada y hasta la Fecha de finalización; sujeta al financiamiento y, a menos que las Partes la extiendan o den por terminada de conformidad con la Sec. B.25, “Terminación”. El plazo de la Subvención podrá extenderse en cualquier momento, o cada cierto tiempo, y durante cualquier período de tiempo, únicamente mediante una modificación contractual firmada por ambas Partes. A menos que sea expresamente establecido en la Subvención o que posteriormente haya sido aprobado por Palladium, todas las actividades del Programa deberán ser ejecutadas, los informes y otros entregables presentados, los costos deben cargarse y cumplirse, incluyendo todas las obligaciones del Cesionario, antes de la Fecha de Finalización. 6. **Calendario de pagos.** El calendario de pagos (Sección D) vincula al Cesionario en la forma y de conformidad con los términos y condiciones a menos que los mismos sean modificados por medio de enmienda o modificación.      1. **Código geográfico autorizado.** Para los efectos de la sección B.21, “Adquisición de bienes y servicios”, según corresponda, el código geográfico autorizado es **935** (según se definen en 22 CFR § 228.01). 2. **Representantes autorizados.** (a) Las siguientes personas serán las únicas autorizadas para ejercer las facultades específicas bajo esta Subvención a nombre y en representación de la Parte identificada en el siguiente listado:  |  |  |  | | --- | --- | --- | | **Facultades** | **Parte** | **Representante (Nombre, Cargo)** | |  |  |  | |  |  |  | |  |  |  |   (b) Cualquiera de las Partes podrá designar nuevos representantes o asignar facultades distintas o adicionales, o bien, o modificar las ya existentes, en cualquier momento o cada cierto tiempo, mediante notificación escrita a la otra Parte.     1. **Notificaciones.** Las notificaciones o solicitudes requeridas o permitidas por la Subvención deberán estar firmadas por escrito por el representante autorizado de la Parte correspondiente y enviados a la otra Parte de acuerdo con la información de contacto especificada en la portada de la subvención o en la sección A.8 “Representantes autorizados”; (1) Por fax, (2) Como un archivo adjunto de correo electrónico en formato PDF, o (3) en copia impresa por entrega personal, mensajería urgente reconocida o de primera clase registrada o correo certificado con franqueo pagado. Las notificaciones y solicitudes entrarán en vigencia cuando se reciban de acuerdo con los requisitos anteriores, o en la fecha de entrada en vigencia de una notificación así recibida, la fecha que sea posterior. 2. **Disposiciones especiales.**   [Inserte cualquier disposición especial aquí. Además, puede insertar cualquier “condición específica” requerida, es decir, cualquier condición que Palladium, por iniciativa propia (o según las instrucciones de USAID), considere necesaria para minimizar los riesgos identificados por la evaluación de riesgos del Cesionario previa a la adjudicación. Consulte la normativa ADS 303.3.9 (“Evaluación de riesgos previa a la adjudicación”)]  [**FINAL DE LA SECCIÓN A, CONDICIONES ESPECÍFICAS]**  **SECCIÓN B**  **CONDICIONES GENERALES**   1. **Monitoreo y Evaluación.**    1. Palladium tendrá acceso al sitio de trabajo y los registros del Cesionario en todo momento que sea razonable para supervisar el desempeño del Cesionario, el cumplimiento de los términos de la subvención y el progreso hacia el logro de los objetivos y resultados de la subvención. El Cesionario acuerda cooperar completamente con dichos esfuerzos de monitoreo, incluyendo la facilitación de visitas en campo y otras medidas apropiadas y razonables que Palladium puede tomar usando técnicas de monitoreo estándar, ampliamente reconocidas.    2. USAID y/o Palladium podrán requerir evaluaciones o cualquier otro tipo de valoraciones, en cualquier momento durante la ejecución del Programa. El Cesionario cooperará completamente con todas las evaluaciones que se realicen, incluso proporcionando asistencia y aportes que el (los) evaluador (es) pueda (n) solicitar (n) de forma razonable.    3. Las Partes reconocen el papel crucial que desempeña la información en la gestión del desempeño de USAID, su importancia para ayudar a lograr los objetivos de asistencia de USAID y la confianza que USAID otorga en la toma de decisiones basadas en evidencia y en el cumplimiento de las políticas más amplias de la Agencia en materia de colaboración, aprendizaje y adaptación. De acuerdo con estos imperativos, el Cesionario acuerda realizar sus mejores esfuerzos para garantizar que la información generada y reportada en relación con las actividades de la Subvención y el Programa sean de alta calidad, es decir, que cumplan con los cinco estándares principales de validez, confiabilidad, precisión, integridad y puntualidad. El Cesionario acepta la responsabilidad total de cumplir con estos estándares y reembolsará cualquier costo en el que Palladium pueda incurrir razonablemente como resultado de no hacerlo. Asimismo, acuerda cumplir con las directrices específicas relacionadas con la verificación y otros métodos, procedimientos y requisitos relacionados con la información generada, que Palladium (por iniciativa propia y siguiendo las instrucciones de USAID) pueda prescribir mediante notificación escrita en cualquier momento, durante el plazo de la Subvención. El incumplimiento repetido, prolongado o injustificado de cumplir con los estándares requeridos o de cumplir con las directrices prescritas puede, en casos apropiados, ser considerado como incumplimiento de parte del Cesionario ante Palladium, conforme a la Sec. B.23, “Incumplimiento”. 2. **Registros y acceso a registros. [Reservado.]** 3. **Condición de contratista independiente.**   Sin perjuicio de los procesos normales de administración o gestión de la adjudicación y la provisión de orientación por parte del personal autorizado de Palladium, la relación entre las Partes para llevar a cabo el Programa será la de un contratista independiente, en lugar de un patrono/ empleado o la de un principal / agente. Las Partes no tienen la intención de crear ningún tipo de empresa conjunta, sociedad o relación comercial formal similar o asociación de ningún tipo. Por lo anterior, la subvención no deberá ser interpretada en el sentido de la participación en las ganancias o pérdidas derivadas de o relacionadas con los esfuerzos de una o de ambas Partes, a excepción de lo que se establece de forma específica en este documento. El Cesionario no tendrá autoridad, expresa o implícita, para pretender contratar o vincular a Palladium de ninguna manera o en cualquier medida, y deberá aclarar ante terceros con los que se relaciona que no tiene dicha autoridad.     1. **Apoyo.** Con excepción y en medida en que se establezca expresamente lo contrario en esta Subvención o que posteriormente haya sido aprobado por Palladium, ni USAID ni Palladium proporcionarán instalaciones, equipos, logística, seguridad o asistencia de tipo similar. El Cesionario implementará el Programa sin dicho apoyo. 2. **Personal.**    1. El personal del Cesionario estará en todo momento bajo la exclusiva supervisión, dirección y control del mismo, y no será considerado como de Palladium para ningún propósito. El Cesionario es el único responsable de pagar todos los salarios, compensaciones y otros montos adeudados o devengados en relación con la Subvención y el Programa, o de otro modo, y para todos los pagos, informes y otras obligaciones relacionadas con Seguro Social, retención de impuestos sobre la renta, desempleo, salarios y compensación de trabajadores, seguro de responsabilidad del empleador y similares, ya sea en los EE. UU., el país cooperante o en otro lugar, y en caso de incumplimiento, el Cesionario reembolsará a Palladium la defensa y otros costos asociados frente a cualquier reclamo o responsabilidad resultante (incluyendo multas, sanciones y abogados razonables, así como honorarios y costos de consultores expertos).      1. **Coordinación y comunicaciones entre funcionarios u oficiales.**     1. Sujeto a los párrafos (b) y (c) de esta Sección y la Sec. B.7 a continuación, el Cesionario se coordinará de manera eficiente y efectiva con Palladium, USAID, entidades e individuos del sector público y privado del País Cooperante, contratistas y otros participantes del Programa y partes interesadas, según sea necesario para implementar el Programa.    2. Para garantizar que se mantengan canales de comunicación y autoridad claros y adecuados, todas las comunicaciones (ya sean orales, escritas o electrónicas) por parte del Cesionario, su personal y cualquier subalterno en relación con cualquier aspecto de la Subvención y el Programa, se harán exclusivamente a Palladium y no directamente a USAID u otros funcionarios de los Estados Unidos o del País Cooperante, con excepción de comunicaciones que sean necesarias para la ejecución de esta Subvención, las comunicaciones que se describen en el párrafo (c) a continuación y las comunicaciones que Palladium apruebe se hagan de forma distinta. Con excepción de las comunicaciones que se describen en el párrafo (c) a continuación, el Cesionario deberá transmitir comunicaciones directas permitidas o aprobadas con USAID u otros funcionarios de los Estados Unidos o del País Cooperante, simultáneamente a Palladium o proporcionar a Palladium un resumen preciso de cada comunicación lo más pronto posible para referencia. El incumplimiento de esta disposición podrá ser considerado por Palladium como un incumplimiento material de la subvención.    3. No obstante lo dispuesto en el párrafo (b), ninguna disposición de esta Subvención prohibirá o restringirá al Cesionario o su personal (1) Denunciar legalmente el desperdicio, el fraude o el abuso a un investigador designado o a un representante de la fuerza policial o agencia federal de los EE. UU., que haya sido autorizado para recibir tal información; (2) Hacer cualquier divulgación que sea requerida en los términos y condiciones de esta Subvención; (3) Hacer divulgaciones por parte de denunciantes protegidos por la ley aplicable (incluyendo 41 USC § 4712); (4) Cooperar plenamente con las investigaciones, auditorías o revisiones del gobierno de los Estados Unidos; y/o (5) Realizar cualquier otra divulgación o comunicación que sea requerida o protegida por las leyes de los EE. UU., órdenes ejecutivas, regulaciones o políticas de agencias federales de los EE. UU. legalmente vinculantes. Tales comunicaciones son fuertemente exhortadas por Palladium. 2. **Autorizaciones.** Esta sección B.7 rige todas las solicitudes de aprobaciones o autorizaciones requeridas o permitidas por la Subvención. El Cesionario dirigirá toda solicitud de aprobación o autorización a Palladium. Las solicitudes deberán hacerse por escrito, con suficiente antelación a la acción deseada para permitir la debida consideración, consulta y aprobación, desaprobación u otra disposición antes de que se requiera dicha acción. Si el Cesionario no puede cumplir con este plazo, Palladium puede, a su entera discreción, aprobar la solicitud de forma prospectiva o retroactiva, pero no está obligado a hacerlo. Las acciones tomadas por el Cesionario sin aprobación previa se harán bajo riesgo y costo propio. Las solicitudes no podrán ser dirigidas a USAID sin el consentimiento de Palladium, y dicho consentimiento podrá ser retenido si se considera inadecuado, perjudicial para el Programa o sin una base adecuada en el Contrato Principal. Si Palladium recibe una solicitud y elige enviarla a USAID, Palladium tomará las medidas razonables para facilitarla. El Cesionario expresa, que exime y libera completa e irrevocablemente a Palladium, de todos los costos, riesgos, retrasos, daños y otras responsabilidades que resulten directa o indirectamente de los retrasos de USAID en la entrega de aprobaciones, rechazos y todos los demás actos u omisiones de USAID que puedan afectar al Cesionario. La documentación de aprobación debe conservarse y estar disponible como parte de los registros del Cesionario. No se considerará que las aprobaciones eliminan el requisito de que todos los costos cumplan con las disposiciones de la Subvención, incluyendo los Principios de Costo Aplicables. 3. **Ética e información obligatoria.**    1. **Conflictos de interés.** El Cesionario debe tener políticas y procedimientos escritos para prohibir que el personal utilice sus posiciones para participar en transacciones (u otras) con un propósito que constituya o presente la apariencia de conflicto de intereses o beneficio personal u organizativo. El Cesionario garantiza (incluyendo a sus organizaciones matrices, filiales y afiliadas, así como sus directores o fideicomisarios (según corresponda), funcionarios, empleados, personal adjunto, agentes, sub-Cesionarios y contratistas) que no tiene un conflicto real, potencial o aparente de intereses que no haya sido divulgado completamente a Palladium por escrito incluyendo toda la información relevante. Los conflictos descubiertos después de la adjudicación serán inmediatamente revelados por el Cesionario a Palladium, junto con las acciones que el Cesionario haya tomado o se proponga tomar para evitar, mitigar o neutralizar el (los) conflicto (s) en la mayor medida posible. Palladium podrá tomar las acciones que considere apropiadas, a su entera discreción, incluyendo la terminación de la Subvención.    2. **Otros asuntos sobre ética e integridad.**   El Cesionario se asegurará de que el mismo, así como sus directores, funcionarios, empleados, personal adjunto, agentes, sub-Cesionarios y contratistas eviten prácticas corruptas, fraudulentas o impropias y, en la medida de lo posible, eviten incluso la apariencia o potencial de tales prácticas, en todo momento durante el plazo de la Subvención. El Cesionario también certifica y acuerda que, al llevar a cabo sus actividades dentro de la Subvención, el Cesionario y sus directores, funcionarios, empleados, personal adjunto, agentes, sub-Cesionarios y contratistas no han (y) no deberán (1)Ofrecer, pagar, prometer o autorizar el pago, directa o indirectamente a través de cualquier otra persona o entidad, de cualquier cantidad de dinero, título valor u otro tipo de bien a funcionarios o empleados de Gobierno, partido político o candidato a un cargo político, con el fin de inducir o recompensar cualquier acción favorable o influir en cualquier acto o decisión de tal funcionario o de cualquier Gobierno; (2) Participar en prácticas fraudulentas, como tergiversar hechos o declaraciones engañosas para influir en una acción financiera, de adquisición o de otro tipo en la ejecución o administración de subvenciones, informes contables o estados financieros; o (3) Participar en cualquier otra conducta que, si fuera cometida por una persona de los EE. UU., violara la Ley de Prácticas Corruptas en el Extranjero de los Estados Unidos de 1977 (15 USC. §§ 78dd-1, y siguientes), la Ley de Reclamaciones Falsas (31 USC. §§ 3729-3733) o cualquier otra ley o regulación similar que prohíba el soborno, el fraude y otras prácticas corruptas.   * 1. **Divulgaciones obligatorias.**   Además de las divulgaciones requeridas por (1) Disposición estándar de USAID “Divulgaciones obligatorias”; (2) Sección B.13, “Trata de personas”; y (3) Cualquier otra (s) disposición (es) de la Subvención, el Cesionario notificará por escrito a Palladium de forma inmediata, (con actualizaciones posteriores en intervalos razonables (o ya sea a solicitud de Palladium en cualquier momento, o cada cierto tiempo) a medida que se descubran los hechos y se tomen medidas correctivas) siempre que el Cesionario tenga evidencia fidedigna de que un director, empleado, agente, consultor, sub- Cesionario o contratista del Cesionario (1) Violó la ley federal de los EE.UU., o la ley del País Cooperante que involucre fraude, conflicto de intereses, soborno, propinas o el la Ley Sobre Reclamaciones Falsas (31 USC. §§ 3729-3733); o (2) Que dicha persona se encuentre involucrada en cualquier otra irregularidad o mala conducta que pueda afectar la Subvención, incluyendo la conducta prohibida por la Sec. B.10 (a) y (b). La notificación deberá incluir una descripción de los hechos relevantes y las acciones correctivas propuestas. No informar de manera rápida, precisa y completa sobre tales asuntos, para responder de manera agresiva y adecuada; o para cumplir con las instrucciones razonables de Palladium o USAID podrá ser considerado como un incumplimiento sustancial de la Subvención.   * 1. **Otras divulgaciones de parte de Palladium.**   El Cesionario reconoce que Palladium puede, a su absoluta discreción, divulgar a USAID u otras agencias o funcionarios del Gobierno de los EE.UU., todo o parte de los asuntos notificados (o asuntos de importancia similar, ya sean o no informados por el Cesionario bajo esta Sección). El Cesionario por este medio autoriza tales divulgaciones y renuncia y libera, expresa e irrevocablemente a Palladium de cualquier reclamo u otra responsabilidad que pueda surgir o resultar del tema.   1. **Protección a denunciantes.** El Cesionario deberá cumplir con la Disposición Estándar de USAID, “Programa piloto para el mejoramiento de las protecciones de empleados denunciantes de Cesionarias”. Esto incluye informar a los empleados que trabajan bajo esta Subvención, en el idioma nativo predominante de la fuerza laboral, que tienen los derechos y protecciones especificados en la Disposición Estándar y artículo 41 del Código de Estados Unidos § 4712. 2. **Cumplimiento de la ley (general).**    1. El Cesionario debe cumplir con todas las leyes aplicables de los Estados Unidos y los Países Cooperantes, incluyendo los estatutos, órdenes ejecutivas, regulaciones y otras directrices, políticas e instrucciones obligatorias con efecto legal vinculante. El Cesionario también debe obtener de manera oportuna y efectiva y mantener durante todo el plazo de la Subvención, todas las licencias, permisos y otras autorizaciones de los Estados Unidos de América y países cooperantes (incluyendo las autorizaciones necesarias según el control de exportaciones, control de activos extranjeros, sanciones, antiterrorismo, lavado de dinero, fondos extranjeros, política, y otra normativa similar o relacionada) necesarias para implementar el Programa.    2. Para ser elegible para un reembolso bajo la Subvención, los costos de cumplimiento deben incluirse en el Presupuesto y cumplir con los Principios de Costo Aplicables y otros requisitos de la Subvención. No obstante lo anterior, el Cesionario es el único responsable, sin reembolso de la Subvención, de todos los costos, riesgos, daños y demás responsabilidades en que incurra como resultado de su incumplimiento de la ley aplicable. Antes de incurrir en costos relacionados a la ejecución o cumplimiento, que sean de una naturaleza o cantidad inusual o potencialmente controvertida, el Cesionario deberá notificar a Palladium por escrito y participar en dichas consultas con Palladium y/o USAID, según lo solicite Palladium. 3. **Prevención de financiamiento al terrorismo.** El Cesionario no deberá realizar transacciones con, o proporcionar recursos o apoyo, a individuos y organizaciones asociadas con el terrorismo, incluyendo individuos o entidades enumeradas en la Lista de Nacionales Especialmente Designados y Personas Bloqueadas (la “Lista SDN”) mantenida por la Oficina de Control de Activos Extranjeros del Departamento del Tesoro de EE.UU. (en línea en el enlace: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) o la Lista de Sanciones contra el EIIL (Daesh) y Al-Qaida del Consejo de Seguridad de las Naciones Unidas (en línea, a través del enlace: <https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list>). Esta disposición debe incluirse en todos los subsidios y contratos emitidos en virtud de esta Subvención. 4. **Sanciones adicionales de parte de los Estados Unidos de América y controles de exportación.** Ningún fondo, bienes o servicios provistos o adquiridos por el Cesionario en virtud de esta Subvención se utilizarán directa o indirectamente para realizar transacciones que a una persona de los EE.UU. Se le prohibiría participar bajo (1) Sanciones económicas y comerciales de EE.UU., incluyendo las administradas por la Oficina de Control de Activos Extranjeros del Departamento del Tesoro de EE.UU., y/o (2) Las restricciones a la exportación de EE.UU., incluyendo las Regulaciones de la Administración de Exportaciones del Departamento de Comercio de EE.UU., y sin limitar la generalidad de lo anterior, el Cesionario no participará, respaldará ni facilitará de ninguna otra forma, ningún tipo de transacción en la que cualquier persona o entidad que aparezca en la Lista SDN (según se define en la Sección B.11) tenga un interés directo o indirecto, cualquiera que sea su naturaleza. 5. **Trata de personas.**  La Disposición estándar de USAID “Trata de personas” será aplicable a esta Subvención. 6. **Salvaguarda infantil.**  El Cesionario acuerda cumplir con los principios establecidos en la Disposición estándar de USAID, “Salvaguarda infantil”, e incluir dichos principios en el código de conducta del Cesionario para todo el personal que implemente actividades financiadas por USAID. 7. **Prohibición de asistencia o apoyo a narcotraficantes.** Si Palladium notifica al Cesionario su determinación, luego de consultar con USAID y según sea necesario, que las restricciones establecidas en ADS 206, sobre la “Prohibición de asistencia o apoyo a narcotraficantes” se aplican a la Subvención, el Cesionario acepta (1) Ejecutar y entregar a Palladium las certificaciones que sean necesarias sobre cualquier “individuo clave” o “participante encubierto” que se puedan requerir; y (2) Tomar todas las demás acciones de cumplimiento necesarias. La negativa o el incumplimiento de cualquiera de los requisitos anteriores podrán ser considerados como incumplimiento. 8. **Cabildeo y actividad política.** Además de cumplir con la certificación de cabildeo de la sección G.2, el Cesionario no deberá (a menos que y solo en la medida expresamente autorizada en la Descripción del Programa o posteriormente aprobada por Palladium), utilizar fondos de Subvenciones, costos compartidos o ingresos del programa para llevar a cabo propaganda o intentar influenciar la legislación, participar o intervenir de otra manera, en campañas políticas en nombre de o en oposición a cualquier candidato para un cargo público, ocasionar que se produzca una investigación privada o beneficio indebido, o tomar cualquier otra acción que no sea coherente con el Código de Impuestos Internos de los EE.UU. 501 (c) (3).      1. **Impuestos.**    1. **General.** El Cesionario es el único responsable de todos los impuestos (incluyendo impuestos sobre la ocupación, propiedad, el uso, la franquicia, el ingreso y el valor agregado), sobre derechos de importación y otras exacciones oficiales de cualquier naturaleza, ya sean impuestos en los EE. UU., El País Cooperante o en cualquier otro lugar, que surjan de o estén relacionados con el Cesionario, el Programa o cualquier pago realizado o recibido por el Cesionario de conformidad con, o en relación con, la ejecución o el desempeño de la Subvención. Se harán todos los esfuerzos razonables para obtener las exenciones o reembolsos de los impuestos del País Cooperante que puedan estar disponibles para el Cesionario directamente o en base a las exenciones o derechos de reembolso otorgados a solicitud del Gobierno de los EE.UU., incluyendo el cumplimiento de directrices emitidas por Palladium con respecto a los procedimientos para invocar exenciones y/o derechos de reembolso otorgados a contratistas y receptores financiados por el Gobierno de los EE.UU. Cualquier cargo a la Subvención por impuestos deberá incluirse en el presupuesto aprobado y cumplir con los requisitos de la Subvención correspondientes, incluyendo los Principios de Costo Aplicables y el párrafo (c) a continuación. Si, a pesar de lo anterior, se hace necesario que Palladium pague algún impuesto dentro del alcance de esta Sección, el Cesionario reembolsará de inmediato dichos pagos (así como los honorarios razonables de abogados, expertos asociados y otros costos relacionados) a solicitud y presentación de la documentación correspondiente, ya sea que se presente o no, una demanda para recaudar los impuestos.    2. **Informe de impuestos del gobierno anfitrión.** El Cesionario debe informar anualmente de los impuestos del gobierno anfitrión de acuerdo con la Disposición Estándar de USAID, “Informe de Impuestos del Gobierno Anfitrión”, si la adquisición de productos en virtud de esta Subvención supera los $ 500 y dicha adquisición se incluye como hito, excepto que los informes se realizarán antes del 10 de abril de cada año, y deberán ser entregados a Palladium en lugar de USAID. Los informes se requieren incluso si el Cesionario no pagó ningún impuesto o no recibió ningún reembolso durante el período del informe. El Cesionario debe incluir este requisito de informe en todos los subsidios y contratos aplicables. 2. **Propiedad intelectual.**    1. El Cesionario conservará los derechos, títulos e intereses de propiedad intelectual y otros datos que se hayan adquirido o producido por primera vez en virtud de esta Subvención; en el entendido que, el Cesionario otorga de manera irrevocable a Palladium y USAID, los derechos sobre dicho trabajo y licencia libres de regalías, en todo el mundo, no exclusivas e irrevocables para usar, divulgar, reproducir, preparar trabajos derivados, distribuir copias al público, realizar y mostrar públicamente, cualquier trabajo y/o información con propiedad intelectual, de cualquier forma que sea y para cualquier propósito, y tener o permitir que otros también lo ejecuten o lleven a cabo.    2. Los procesos o inventos patentables concebidos, o los primeros efectivamente reducidos a la práctica por parte del Cesionario en el desempeño del trabajo bajo esta subvención, se regirán por, y el Cesionario cumplirá con la Disposición estándar de USAID RAA8, “Derechos sobre patentes”, que se interpretará y aplicará sin tener en cuenta las adaptaciones descritas en los párrafos (3) y (5) de la Sec. B.31 (a).    3. Adicionalmente a lo anterior, el Cesionario, por medio de este documento, confirma que proporcionará de forma pronta a Palladium y USAID, a solicitud de éstos o según se requiera de otra manera en esta Subvención, todo el trabajo que conlleve propiedad intelectual y otros datos, y todos los derechos, necesarios para cumplir las obligaciones de Palladium con USAID en virtud del Contrato Principal.    4. El Cesionario es el único responsable de garantizar (y al firmar la Subvención, de declarar, garantizar y convenir) que los entregables del Cesionario y otros productos de trabajo, incluyendo el trabajo que conlleve propiedad intelectual, no infringirán ningún derecho de autor, patente, secreto comercial, contrato u otra propiedad intelectual, propiedad exclusiva o derechos personales de cualquier persona o entidad, y estará libre de cualquier gravamen, u otras reclamaciones. En el caso de que la declaración, garantía y el convenio sean impugnados y/o resulten inválidos, el Cesionario reembolsará costos de defensa que sean razonables u otros costos en los que pueda incurrir Palladium a su solicitud.    5. Con excepción de los requisitos establecidos en esta Subvención, o que de otra forma sea solicitado o aprobado por USAID, ninguna Parte utilizará el nombre, logotipo o las marcas de la otra parte en ninguna forma de publicidad (ni implicará patrocinio o endoso) sin el consentimiento previo por escrito de la otra Parte. El uso por parte del Cesionario del nombre, logotipo o marcas de Palladium con consentimiento de ésta, se considerará un reconocimiento de los derechos de Palladium en el mismo.    6. Para efectos de las Secciones B.18 - B.20, y B.31 (a) (8), sin limitación, los términos “Trabajo que conlleve propiedad intelectual” e “Información” tendrán los mismos significados que en la Disposición estándar de USAID, “Envíos al Centro de intercambio de experiencias de desarrollo y derechos de datos”. 3. **Publicaciones, información/ productos mediáticos y lineamientos de marca.** Las publicaciones y cualquier otra información o productos mediáticos (incluyendo libros, artículos, informes, entrevistas en medios, comunicados de prensa, avisos públicos, conferencias, presentaciones públicas, páginas web o publicaciones en blog) con respecto a la Subvención o el Programa deberán, excepto que se apruebe lo contrario, (1) Ser autorizados por Palladium antes de su publicación; (2) Contener un reconocimiento de Palladium y la función de USAID (con descargo de responsabilidad); y (3) Estar incluido en el presupuesto. Palladium proporcionará al Cesionario el texto del reconocimiento y descargo de responsabilidad requeridos. El Cesionario le entregará a Palladium al menos dos copias de cada publicación aprobada u otra información/ producto mediático inmediatamente después de la publicación correspondiente. Además, el Cesionario debe cumplir con la Disposición estándar de USAID “Lineamientos de marca y comunicaciones públicas bajo la asistencia financiada por USAID” y la estrategia y plan de marca en la Sección H. 4. **Cesiones, contratos, y subsidios.**    1. El Cesionario no puede ceder, transferir, contratar, ni otorgar subsidios de forma total o parcial, ni sobre ninguno de sus derechos o el desempeño de sus deberes en virtud de la Subvención, o sobre cantidades adeudas o que deba pagarse en virtud del presente documento, ni sobre ninguna reclamación relacionada con la Subvención, sin el consentimiento escrito de Palladium quien podrá retener dicho consentimiento a su entera discreción. No se requiere de autorización para contratos de $ 1,000 o menos para la compra de suministros, materiales, equipos o servicios de soporte general. Cualquier cesión, transferencia, contrato o subsidio otorgado en violación de esta Sección será nulo y no tendrá validez ni vinculación para Palladium, y no se podrán cargar costos resultantes de los mismos a la Subvención. 5. **Adquisición de bienes y servicios.**    1. Los receptores no deben adquirir bienes raíces bajo una adjudicación de monto fijo. Los bienes inmuebles se refieren a terrenos, incluyendo las mejoras a estructuras y accesorios de los mismos, pero excluye maquinaria y equipo móvil. La propiedad personal se refiere a cualquier propiedad tangible o intangible distinta de los bienes raíces.    2. Dependiendo de las actividades financiadas y los hitos establecidos en la adjudicación de monto fijo, un receptor puede adquirir equipo o propiedad personal para lograr un hito establecido. La distinción entre si la compra del equipo o la propiedad personal es un hito o es un medio posible por el cual el receptor puede lograr un hito es importante para ciertos aspectos de la adjudicación. A menos que un hito sea en sí mismo la compra del equipo o la propiedad personal, los hitos no deben enumerar el equipo o la propiedad personal que el receptor pueda adquirir para lograr el hito, sin embargo, los costos de dicho equipo o propiedad personal pueden incluirse en el presupuesto del cual se establece el hito. Los montos de pago son estimados y negociados. Independientemente de si el equipo o la propiedad personal se incluye en la lista o como un hito, el título del equipo o propiedad personal se otorga al destinatario al momento de la adquisición con la condición de que el receptor debe utilizar el equipo o la propiedad personal para los fines de la Subvención, siempre que es necesario. En la medida de lo posible, el Cesionario utilizará el hardware, software y otros equipos y suministros estándar que sean actualmente de su propiedad, para la implementación de las actividades del Programa en lugar de realizar nuevas adquisiciones.    3. Si la compra de equipo o propiedad personal aparece como un hito, la adquisición debe cumplir con los requisitos pertinentes en las siguientes Disposiciones Estándar de USAID: (1) “Reglas de Elegibilidad de USAID para la adquisición de productos básicos y Servicios”. Consulte la Sección E.    4. Con excepción de las autorizaciones dadas por Palladium sobre una base caso por caso, para las adquisiciones por hitos, todos los bienes y servicios adquiridos con fondos de la Subvención deben ser de países incluidos en el código geográfico autorizado especificado en la Sección A.7. Sin limitar la generalidad de lo anterior, bajo ninguna circunstancia los proveedores, bienes o servicios podrán tener origen o proceder de cualquier país que sea una “fuente prohibida” (según se define en 22 CFR § 228.01) o cualquier país con el cual las transacciones estén prohibidas por sanciones económicas impuestas por los Estados Unidos de América. (Consulte la sección B.12, “Otras sanciones de los Estados Unidos de América y controles de exportación”.) 6. **Condiciones para la interrupción de la ejecución o implementación.** El Cesionario notificará a Palladium por escrito dentro de los diez (10) días a partir de la fecha en que se haya tenido conocimiento, o que debería haberse enterado, de la ocurrencia y los efectos potenciales de cualquier condición que interfiera o que sea razonable creer que puede interferir con el desempeño exitoso y oportuno de la Subvención, incluyendo problemas no previstos previamente, la insolvencia o quiebra del Cesionario, u otro incumplimiento o problemática. La notificación identificará las condiciones, el impacto proyectado en la implementación planificada del Programa y el cumplimiento de los resultados, y los pasos que el Cesionario propone tomar para tratar de corregir o mitigar las condiciones. 7. **Incumplimiento.** Si el Cesionario no cumple con cualquier requisito de la Subvención, Palladium podrá tomar una o más de las medidas correctivas establecidas en 2 CFR § 200.338, “Acciones correctivas en caso de incumplimiento”; además y sin perjuicio de otros recursos disponibles por ley, en equidad, o por contrato, que estime conveniente a su razonable discreción, cuando sea práctico, se notificará por escrito de la situación (Incluyendo la declaración de los requisitos involucrados) y se dará la oportunidad de corregir el incumplimiento antes de que se tome una acción correctiva. En caso de desacuerdo con el manejo de Palladium del incumplimiento aparente, el Cesionario puede proceder de acuerdo con la Sección B.28, “Disputas”. 8. **Suspensión.** Palladium podrá suspender la Subvención, total o parcialmente, en cualquier momento o cada cierto tiempo, por cualquiera de los siguientes motivos: (1) Incumplimiento por parte del Cesionario de los requisitos de la Subvención; (2) Directriz de suspensión emitida por USAID; o (3) La determinación por escrito de Palladium (una copia de la cual se proporcionará al Cesionario) de que dicha acción se toma en el mejor interés del Programa. La suspensión se efectuará mediante notificación escrita que indique la justificación, fecha de vigencia y la duración de la acción correctiva, la inadmisibilidad de los costos incurridos durante el período de suspensión (con cualquier excepción al mismo) y cualquier otro término y condición que se considere apropiado. Independientemente de la duración especificada en el aviso, Palladium podrá rescindir la Subvención si la suspensión continúa por treinta (30) días o más. 9. **Terminación.** Cualquiera de las Partes puede rescindir la Subvención de forma total o parcial, en cualquier momento o cada cierto tiempo, mediante notificación escrita enviada con al menos treinta (30) días antes de la terminación. Para efectos de claridad, la terminación por cualquiera de las Partes podrá darse por cualquier motivo, incluyendo la conveniencia de la Parte que da la terminación, directrices de USAID para suspender o terminar todo o parte de la Subvención, o una decisión de USAID de cancelar o retener fondos de forma total o parcial del Contrato Principal. En caso de terminación parcial, el Cesionario continuará ejecutando las actividades inconclusas dentro del Programa. Luego de la terminación, Palladium notificará al Cesionario los procedimientos y estándares para la terminación gradual y la presentación del informe financiero final. Cualquier reembolso de costos de terminación del Cesionario estará sujeto a la aprobación de Palladium, bajo los Principios de Costo Aplicables, el límite máximo de Subvención, los hitos cumplidos y el recibo de fondos de USAID de Palladium para tal efecto. 10. **Cierre.** Para facilitar el cierre oportuno de la Subvención y el Contrato Principal, el Cesionario realizará todas sus obligaciones de Subvención de manera oportuna, dentro del plazo establecido, y tomará todas las medidas necesarias y apropiadas para ayudar a Palladium en el proceso de cierre. El cierre deberá, además de los otros pasos que Palladium pueda solicitar razonablemente, incluir los siguientes actos de parte del Cesionario: presentar el informe final completo, ejecutar una liberación aceptable que descargue a Palladium de cualquier responsabilidad, obligación y reclamación que surja de o esté relacionada con la Subvención; y recibir el pago final (si corresponde). 11. **Ley aplicable.** La Subvención, su ejecución y desempeño, así como todas las reclamaciones que surjan o estén relacionadas con la misma (ya sea por contrato, agravio o de otra manera), se regirán e interpretarán de acuerdo con el siguiente orden de precedencia: (1) Las disposiciones de la Subvención, y (2) Las leyes vigentes en el Estado de Delaware, EE.UU. (sin dar efecto a ningún conflicto de principios o disposiciones legales que requieran la aplicación de leyes de otra jurisdicción); sin embargo, cualquier asunto relacionado con las Disposiciones Estándar de USAID, las políticas de USAID y/o las órdenes ejecutivas de los EE. UU., los estatutos o los reglamentos se regirán e interpretarán de acuerdo con la ley federal de los EE. UU. en lugar de la ley estatal. 12. **Disputas.**     1. Sujeto al párrafo (d) de esta cláusula, todas las disputas, controversias o reclamaciones que surjan de o se relacionen con la Subvención (referido de forma colectiva como “Disputas”) estarán sujetas a discusiones de buena fe entre las Partes para buscar una resolución informal amistosa.     2. Si no se llega a una resolución dentro de los treinta (30) días, cualquiera de las Partes puede notificar a la otra por escrito de que existe una disputa. Si no hay una resolución dentro de treinta (30) días adicionales, cualquiera de las Partes podrá presentar una demanda ante un tribunal estatal o federal ubicado en el Estado de Delaware. Si el Cesionario no presenta dicha demanda dentro de los ciento veinte (120) días de la fecha final mencionada en la oración precedente (o, con respecto a tipos particulares de reclamaciones, el período más corto que se especifique en cualquier otra cláusula de la Subvención) constituirá una renuncia irrevocable del derecho de reclamación. El laudo o sentencia otorgada por un tribunal de acuerdo con esta Sección será definitivo y vinculante para ambas Partes. Lo anterior constituirá el único y exclusivo procedimiento para la resolución de controversias. Al ejecutar esta Subvención, el Cesionario expresa irrevocablemente que (1) Acepta y se somete a la jurisdicción exclusiva de los tribunales estatales y federales ubicados en el Estado de Delaware para disputas y renuncia de las mismas, en la medida máxima permitida por la ley aplicable, (2) Cualquier derecho a invocar la jurisdicción de los tribunales en el País Cooperante o en un tercer país, resultará en una objeción basada en la falta de jurisdicción, lugar inadecuado, foro inconveniente o cualquier otro motivo, para el derecho a juicio por jurado. El fallo puede ser emitido en cualquier tribunal de jurisdicción competente, o se puede presentar una solicitud a dicho tribunal para la aceptación judicial del laudo y la orden de ejecución, ninguno de los cuales estará sujeto a la disputa por parte del Cesionario.     3. Independientemente de la existencia o la suspensión de una disputa, a menos que Palladium apruebe o indique lo contrario, el Cesionario continuará cumpliendo con sus obligaciones de la Subvención a menos que la Subvención sea cancelada por completo.     4. Sin perjuicio de lo anterior, o de cualquier otra cláusula o disposición de la Subvención, cualquier acto por parte de USAID u otro funcionario del Gobierno de los EE. UU. Que pretenda actuar con autoridad que vincule a Palladium también obligará al concesionario en la medida en que se relacione o afecte a la subvención. 13. **Limitación a la responsabilidad**.   Sin perjuicio a ninguna de las disposiciones de la Subvención:   * 1. Si una reclamación por daños y perjuicios o el derecho a cualquier otra forma de reparación (ya sea basada en un contrato, agravio o de otro tipo) debe presentarse en relación con esta Concesión, la Parte reclamante tomará todas las medidas necesarias para mitigar los daños o pérdidas, en la medida en que esto pueda lograrse sin costo o inconveniente irrazonable para dicha Parte. En ningún caso, tal reclamo o remedio incluirá o permitirá la recuperación de daños emergentes, incidentales, indirectos, especiales, punitivos o ejemplares.   2. En ningún caso, la responsabilidad máxima agregada de Palladium al Cesionario, y a todas las demás personas y entidades que reclaman a través del Cesionario, que surjan de o estén relacionadas con la Subvención (ya sea basada en el contrato, de forma extracontractual o de otro tipo) excederán la menor de: (1) el límite máximo establecido en la Portada; o (2) la cantidad total de fondos pagados por USAID a Palladium para los propósitos de esta Subvención.   3. Ni USAID ni Palladium serán responsables por reclamaciones de terceros por daños que surjan de o estén relacionados con la Subvención.  1. **Indemnidad.**    1. Adicionalmente, y sin perjuicio de cualquier otra cláusula de la Subvención que requiera que el Cesionario reembolse los costos incurridos por Palladium en circunstancias específicas, el Cesionario indemnizará y mantendrá a Palladium (incluyendo a sus directores, funcionarios, agentes, empleados y otros representantes) indemnes de y contra cualquier y toda responsabilidad, daños, pérdidas, reclamos, demandas, juicios, costos y gastos de cualquier naturaleza y tipo (incluyendo los costos y honorarios de abogados y consultores expertos) (los anteriores llamados colectivamente “reclamos”) que surjan de, incidental a , o de cualquier manera que resulte de los actos u omisiones del Cesionario, ya sean negligentes o no (incluidos sus directores, funcionarios, agentes, empleados y otros representantes, así como a los contratistas y sub-Cesionarios) que implementen el Programa. Esta indemnización no se extiende a reclamaciones o pérdidas causadas por negligencia exclusiva de Palladium o mala conducta dolosa.    2. Sin limitar la generalidad de lo anterior, el Cesionario reembolsará a Palladium los costos, riesgos, retrasos, pérdidas, daños u otros pasivos en los que incurra Palladium como resultado de cualquier incumplimiento por parte del Cesionario al cumplimiento total y oportuno de cualquiera de los términos. y condiciones de esta Subvención, incluyendo la falta de cumplimiento de cualquiera de los requisitos descritos en las disposiciones de la Subvención, que estén relacionadas con la ética y la integridad, el cumplimiento de la ley y la obtención de licencias, permisos y otras autorizaciones. 2. **Incorporación por referencia.**    1. Excepto cuando el contexto claramente requiera o indique lo contrario, las Disposiciones Estándar de USAID, las disposiciones ADS y otras reglas y políticas de USAID y del Gobierno de los EE.UU., que estén incluidas en este Acuerdo y/o incorporadas por referencia se interpretarán y aplicarán a esta Subvención y al Cesionario, con terminología adaptada según se establece a continuación:       1. “Cesionario”, “Receptor” y “Entidad no Federal” así como “Solicitante” según sea relevante, se refiere al Cesionario identificado en la portada de este documento.       2. “Subvención”, “adjudicación” y “adjudicación Federal” se refiere a esta Subvención.       3. “USAID”, “Misión”, “Gobierno” “Oficial del Convenio”, “Representante del Oficial del Convenio” (o “AOR” por sus siglas en inglés), y “Entidad intermediaria” se refieren a Palladium.       4. “Descripción del Programa” se refiere a la sección C de esta Subvención.       5. Todas las referencias a aprobaciones, autorizaciones, decisiones, instrucciones, determinaciones y avisos de cualquier persona que no sea el "Cesionario”, “Receptor” o “Entidad no Federal” se considerarán como aprobaciones, etc., por parte de Palladium. A menos que (y solo en la medida en que se indique lo contrario en otro apartado de la Subvención o sea aprobado por Palladium por escrito, caso por caso, el Cesionario dirigirá todas las solicitudes de aprobación requeridas por la subvención, incluyendo las requeridas de USAID, únicamente a Palladium.       6. Se considerará que todas las referencias a fondos de USAID, del gobierno de los Estados Unidos o fondos federales, o fondos asignados, significan los fondos de la Subvención.       7. El “Anexo” de la adjudicación, tal como se utiliza en las Disposiciones Estándar de USAID, incluye todas las disposiciones de esta Subvención.       8. Todos trabajo que conlleve propiedad intelectual, conjuntos de datos y otros documentos, materiales e información regidos por las Disposiciones Estándar de USAID, a menos que Palladium apruebe lo contrario en cada caso, se enviarán a Palladium en lugar de a USAID.    2. Las Disposiciones Estándar de USAID, las disposiciones ADS y otras regulaciones y políticas de USAID y del Gobierno de los EE.UU. Se interpretarán y aplicarán de acuerdo con las modificaciones y disposiciones complementarias establecidas en la Sección E o en cualquier otro apartado de la Subvención.    3. Excepto en la medida en que se especifique lo contrario en otro apartado de la Subvención o que posteriormente sea autorizado por Palladium en una base caso por caso, todas las disposiciones, reglas y políticas incorporadas por referencia serán las vigentes en la Fecha de Entrada en Vigencia; sin embargo, el Cesionario quedará automáticamente sujeto a cualquier modificación a dichas disposiciones, reglas y políticas si y en la medida impuesta a Palladium en virtud del Contrato Principal. 3. **Misceláneo.**    1. **Integridad del acuerdo.** Esta subvención es el acuerdo completo entre Palladium y el Cesionario en relación con el objeto del presente documento. Por lo anterior, reemplaza todas las propuestas, documentos, acuerdos, entendimientos, comunicaciones, negociaciones y discusiones anteriores, ya sean orales, escritas o electrónicas. Ningún uso comercial, costumbre, curso de negociación o declaraciones verbales de ningún tipo serán vinculantes a Palladium.    2. **Enmiendas.** Excepto que (y solo en la medida en que) se estipule lo contrario otorgando expresamente a Palladium el derecho a emitir instrucciones unilaterales, directivas u otras enmiendas, la Subvención solo puede modificarse mediante un acuerdo escrito firmado por ambas Partes. Sin limitar la generalidad de lo anterior, se requerirá de una enmienda formal para cambiar el alcance o los objetivos del Programa o para revisar el límite máximo de la Subvención, el límite obligado o la fecha de finalización.    3. **Renuncia.** No se considerará que se ha producido ninguna renuncia o enmienda de ninguna disposición o derecho de la Subvención a menos que se efectúe por escrito, específicamente designado como tal. Dicha renuncia o enmienda se limitará estrictamente a sus términos, y no se considerará que renuncia, modifica, altera o enmienda, condiciona o afecta de otro modo a cualquier otra disposición o al ejercicio futuro del derecho pertinente.    4. **Supervivencia de las obligaciones.** Las disposiciones de la Subvención que por su naturaleza no se limitan al plazo de la misma, sobrevivirán al vencimiento de la Subvención o la terminación según sea el caso, y continuarán en plena vigencia y efecto.    5. **Encabezados y terminología.** Los encabezados de la subvención se insertan únicamente para facilitar una referencia conveniente, y no se considerará que definen, limitan o describen el alcance de la subvención o el significado de las disposiciones del presente documento. Excepto donde el contexto claramente requiere un resultado diferente, las palabras en singular y plural, y cualquier palabra con una implicación de género, son intercambiables. “Día” significa un día calendario consecutivo, a menos que se indique expresamente lo contrario. “Incluyendo” significa “incluyendo pero sin limitación a” (es decir, sin limitación). “N/A” significa “No aplicable”. “Personal” incluye tanto a empleados como a contratistas independientes individuales.    6. **Resolución de inconsistencias en las disposiciones de este Acuerdo.** Las disposiciones de la Subvención se leerán juntas y se aplicarán de manera coherente con el propósito establecido en la Sección A.1 a la máxima extensión practicable. En el caso de ambigüedad o conflicto aparente o incoherencia entre dichas disposiciones, el Cesionario tendrá el deber afirmativo de notificar a Palladium y obtener orientación antes de interpretarlas. De no hacerlo, el Cesionario quedará obligado por la interpretación que Palladium considere, a su exclusivo criterio, según corresponda.    7. **Divisibilidad.** Si un tribunal de jurisdicción competente determina que alguna de las disposiciones de la subvención no es válida o no se puede hacer cumplir o ejecutar, las disposiciones restantes continuarán en pleno vigor y efecto, y se interpretarán para implementar la intención de las Partes en la mayor medida posible, como si la Subvención se hubiera ejecutado con las disposiciones no válidas o no exigibles eliminadas.    8. **Sin beneficio para terceros.** Las disposiciones de la Subvención son para el beneficio de las Partes, y no tienen la intención de crear ningún derecho en, o en nombre de, o responsabilidades de las Partes hacia cualquier otra persona, entidad o tercero, a menos que se indique expresamente lo contrario.    9. **Derechos y recursos acumulativos.** Los derechos y recursos establecidos en esta Subvención no son exclusivos y el ejercicio por cualquiera de las Partes de cualquier derecho o recurso no excluye el ejercicio de cualquier otro derecho o recurso que pueda existir ahora o posteriormente en la Ley, en la equidad, por estatuto o de otra manera.    10. **Sucesores y cesionarios.** Este Acuerdo es vinculante y beneficia a las Partes y sus respectivos sucesores permitidos y cesionarios.    11. **Idioma.** El idioma aplicable a la Subvención es el inglés. Todos los avisos, notificaciones, informes, entregables, y comunicaciones en relación con la Subvención deberán estar escritos en idioma inglés.    12. **Medición.** Todas las mediciones requeridas o autorizadas de conformidad con subsidios, deberán realizarse en unidades de medida del sistema métrico, a menos que Palladium autorice lo contrario.    13. **Mutualidad.** Las Partes reconocen y acuerdan expresamente que han revisado cuidadosamente la Subvención, en consulta con sus asesores legales a plena satisfacción. Por lo tanto, se considerará que la Subvención ha sido preparada y redactada conjuntamente, y (salvo y solo en la medida en que se indique lo contrario en otra parte), sus disposiciones no estarán sujetas a una presunción o norma general de construcción o interpretación, ni a favor ni en contra cualquiera de las partes.    14. **Notificación de ciertos cambios.** El Cesionario informará a Palladium inmediatamente por escrito de cualquier cambio en su denominación, nombre, estado legal, dirección, teléfono, fax, información de correo electrónico o funcionarios o representantes autorizados.   [**FINAL DE LA SECCIÓN B – CONDICIONES GENERALES]**  **SECCIÓN C**  **DESCRIPCIÓN DEL PROGRAMA**  Para promover el propósito, los objetivos y los resultados designados en el Contrato Principal, el Cesionario acuerda implementar bajo esta subvención las actividades que se describen a continuación.  **C.1. Declaraciones sobre el objeto.**  Click here to enter text.  **C.2. Antecedentes.**  **Click here to enter text.**  **C.3. Objetivos.**  Click here to enter text.  **C.4. Hitos.**  Click here to enter text.  **C.5. Informes financieros y de desempeño.**  [Consultar la sección A.11, si se refiere a informes. Asegúrese de que los requisitos sean claros y que los informes del Cesionario sean suficientes para permitir que Palladium cumpla con su desempeño y las obligaciones de supervisión e informe financiero en virtud del Contrato Principal]  **C.6. Entregables adicionales.**  Click here to enter text.  **C.7 Monitoreo y Evaluación.**  [Inserte cualquier requisito específico adicional más allá de los establecidos en la Sección B.1, “Monitoreo y evaluación” (por ejemplo, detalles sobre las visitas de campo; planificación de datos, recopilación, calidad e informes, etc.)]  **[FINAL DE LA SECCIÓN C, DESCRIPCIÓN DEL PROGRAMA]**  **SECCIÓN D**  **Calendario de pagos**   |  |  |  |  |  | | --- | --- | --- | --- | --- | |  | **Todas las cantidades deben expresarse en Dólares de E.E.U.U.** | | | | | **Ítems** | **Fecha debida** | **Criterio de aceptación** | **Documentación requerida** | **Monto (USD)** | | 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 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 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 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 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 text. | | **Total** | | | | Click here to enter text. |   **D.1 Financiamiento y plazos de pago.**  Este Acuerdo de Subvención está sujeto a revisión unilateral por parte de Palladium y el financiamiento no está garantizado. Este Acuerdo de Subvención no obliga al Palladium a desembolsar fondos para bienes o actividades que no se hayan acordado por escrito entre las Partes.  Para mayor claridad, se confirma que no se desembolsarán pagos de fondos hasta que todos los requisitos relacionados con dichos fondos (incluyendo la finalización de informes, la documentación correspondiente y los hitos) se hayan completado de acuerdo con los términos de este Acuerdo de Subvención.  Financiamiento adicional  El Cesionario notificará a Palladium inmediatamente de cualquier oferta de financiamiento para el Proyecto que provenga de otras fuentes. En caso de financiamiento adicional de otras fuentes, el Cesionario mantendrá y proporcionará informes que demuestren el desglose del financiamiento para cada actividad para garantizar que los fondos se estén utilizando con criterio adecuado.  Pago  Palladium no autorizará pagos, a menos que el Cesionario:   1. Haya firmado y entregado una copia de este Acuerdo de Subvención al Representante Legal autorizado de Palladium; 2. Haya proporcionado los datos bancarios apropiados, incluyendo un método para identificar los fondos de la Subvención, ya sea en una cuenta bancaria separada o mediante códigos de proyecto; y 3. Haya cumplido con todos los términos y condiciones de este Acuerdo de Subvención, incluyendo los requisitos de información.   Palladium se reserva el derecho de retener todos o cualquier pago si el Representante Legal de Palladium ha solicitado de forma razonable, información y/o documentación de parte del Cesionario y que dicha solicitud no haya sido respondida o cumplida.  Todas las cifras y montos del fondo de la Subvención están expresados en la Moneda de la Subvención. El pago real de los fondos puede hacerse, a solicitud, en la Moneda de Pago (en caso de que sea diferente); sin embargo el Cesionario asume el riesgo de todos los tipos de cambio.  En caso de mora en el pago  El pago se realizará al Cesionario dentro de los treinta (30) días posteriores a la recepción y aceptación de una factura válida.  En caso de pagos por hitos  El pago se realizará al Cesionario dentro de los treinta (30) días posteriores a la recepción y aceptación de un informe válido de finalización de hitos.  NOTA: Se puede retener el financiamiento hasta que se reciba y se acepte un informe final satisfactorio.  **[FINAL DE LA SECCIÓN D – CALENDARIO DE PAGOS]** |

**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 below, are incorporated in this Grant with the same force and effect as if their text is reprinted in full.

**M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)**

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

1) The recipient must provide Palladium one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

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

**[https://dec.usaid.gov](https://dec.usaid.gov/dec/home/Default.aspx)**

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

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

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

b. Rights in Data

1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.

2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

c. Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

d. The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

**M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (July 2015)**

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people,” unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The USAID Identity is on the USAID Web site at **[www.usaid.gov/branding](http://www.usaid.gov/branding)**[.](http://www.usaid.gov/branding) Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or

logo displayed, to mark the following:

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

(3) Technical assistance, studies, reports, papers, publications, audio- visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

(4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and

(5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.

c. Palladium may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to Palladium in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

*"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."*

e. Any “public communication,” in which the content has not been approved by Palladium and USAID, must contain the following disclaimer:

*“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of* *[insert recipient name] and do not necessarily reflect the views of* *USAID or the United States Government.”*

f. The recipient must provide the Palladium, with two copies of all program and communications materials produced under this award.

g. The recipient may request an exception from USAID via Palladium marking requirements when USAID marking requirements would:

(1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

(6) Offend local cultural or social norms, or be considered inappropriate; or

(7) Conflict with international law.

h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through Palladium, when USAID- required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator via Palladium.

i. The recipient must include the following marking provision in any subawards entered into under this award:

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

[END OF PROVISION]

**M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)**

In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, Palladium reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and Palladium reserves the right to terminate or suspend this award if the recipient materially fails to do so.

[END OF PROVISION]

**M4. DEBARMENT AND SUSPENSION (JUNE 2012)**

a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award management (SAM) ([www.sam.gov)](http://www.sam.gov/) unless prior approval is received from USAID through Palladium. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780, Palladium may disallow costs, annul or terminate the transaction and inform USAID about such action, if recipient violates this provision. USAID may then debar or suspend the recipient, or take other remedies as appropriate. Although doing so is not automatic, Palladium may terminate this award if a recipient or any of its principal meet any of the conditions listed in paragraph c. below. If such a situation arises, Palladium will consider the totality of circumstances—including the recipient’s response to the situation and any additional information submitted—when Palladium determines its response.

c. The recipient must notify Palladium immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

(1) Are presently excluded or disqualified from doing business with any U.S.

Government entity;

(2) Have 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 presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or

(4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

(1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

(i) Is in a position to handle Federal funds;

(ii) Is in a position to influence or control the use of those funds; or, (iii) Occupies a technical or professional position capable of

substantially influencing the development or outcome of an activity required to perform the covered transaction.

e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

**M5. PREVENTING TERRORIST FINANCING (AUGUST 2013)**

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

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

[END OF PROVISION]

**M6. TRAFFICKING IN PERSONS (April 2016)**

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

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award; (3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging employees recruitment fees; or

v. Providing or arranging housing that fails to meet the host country housing and safety standards.

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

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

d. The recipient’s compliance plan must be appropriate to the size and complexity

of the award and to the nature and scope of the activities, including the number

of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

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

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

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

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

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

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify Palladium and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. Palladium may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, “employee” means an individual who is engaged

in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

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

[END OF PROVISION]

**M7. VOLUNTARY POPULATION PLANNING ACTIVITIES –**

**MANDATORY REQUIREMENTS (MAY 2006)**

**a. Requirements for Voluntary Sterilization Programs**

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

**b. Prohibition on Abortion-Related Activities:**

(1) No funds made available under this award will be used to finance, support,

or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

**M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)**

**USAID funds means all funds provided under this award by Palladium to the recipient.**

**a.** Faith-Based Organizations Encouraged

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

Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the  **[USAID Faith-](https://www.usaid.gov/faith-based-and-community-initiatives) [Based and Community Initiatives Web site](https://www.usaid.gov/faith-based-and-community-initiatives)** [a](https://www.usaid.gov/faith-based-and-community-initiatives)nd **[22 CFR 205.1](https://www.ecfr.gov/cgi-bin/text-idx?SID=9aedaa1289c83ff9ac27a8caa637aaf1&mc=true&node=pt22.1.205&rgn=div5)**[.](https://www.ecfr.gov/cgi-bin/text-idx?SID=9aedaa1289c83ff9ac27a8caa637aaf1&mc=true&node=pt22.1.205&rgn=div5)

**b.** Explicitly Religious Activities Prohibited.

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

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

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

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

(i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct or financial assistance from USAID or USAID’s prime, like Palladium, to support or engage in any explicitly religious activities or in any other manner prohibited by law;

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and

(iii) May retains its authority over its internal governance, and may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

**c.** Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

**d.** Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.

**e.** A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1 is not forfeited when the organization receives financial assistance from USAID.

**f.** The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

**g.** This provision must be included in all subawards under this award.

[END OF PROVISION]

**M.10 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER**

**2014)**

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

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

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

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

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

Gross mismanagement of a Federal contract or grant;

A gross waste of Federal funds;

An abuse of authority relating to a Federal contract or grant;

A substantial and specific danger to public health or safety; or

A violation of law, rule, or regulation related to a Federal contract or grant

(including the competition for, or negotiation of, a contract or grant).

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

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

[END OF PROVISION]

**M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)**

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

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration

software, and instant messages. Neither does the requirement apply to the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding

administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

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

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

The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at **[www.usaid.gov/data](C:/Users/pmittelman/AppData/Local/Microsoft/Windows/Temporary Internet Files/Content.Outlook/EWE4X7Y8/www.usaid.gov/data)**[,](C:/Users/pmittelman/AppData/Local/Microsoft/Windows/Temporary Internet Files/Content.Outlook/EWE4X7Y8/www.usaid.gov/data) with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when

the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

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

(4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as

social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

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

[END OF PROVISION]

**M12. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)**

(a) Definitions.

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

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

200.

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

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

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

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

(END OF PROVISION)

**M13. CHILD SAFEGUARDING (June 2015)**

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

(1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;

(2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect; (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;

(4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image- generating activities of children;

(5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

(6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

(1) Child: A child or children are defined as persons who have not attained 18 years of age.

(2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child’s health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child’s health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child’s physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID- funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(d) The recipient must insert the provisions in (a) and (b) in all sub-awards under this award.

[End of Provision]

**M14. MANDATORY DISCLOSURES (July 2015)**

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to Palladium, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and Palladium all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

URL: [https://oig.usaid.gov/content/usaid-contractor-reporting-form.](https://oig.usaid.gov/content/usaid-contractor-reporting-form)

Failure to make required disclosures can result in any of the remedies described in 2

CFR §200.338 Remedies for noncompliance, including suspension or debarment (See

2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[End of Provision]

**M15. NONDISCRIMINATION AGAINST BENEFICIARIES (November**

**2016).**

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[END OF PROVISION]

A summary table of provisions can be found as follows:

| **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 | ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022) |  |
| M11 | SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014) |  |
| M12 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017) |  |
| M13 | CHILD SAFEGUARDING (JUNE 2015) |  |
| M14 | MANDATORY DISCLOSURES (DECEMBER 2022) |  |
| M15 | NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016) |  |
| M16 | CONFLICT OF INTEREST (AUGUST 2018) |  |
| M17 | EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022) |  |
| M18 | OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2022) |  |

**[END OF MANDATORY PROVISIONS]**

**RAA – Required as Applicable Provisions**

**RAA1. FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (JUNE**

**2012)**

***APPLICABILITY:*** *This provision must be incorporated into awards that authorize advance payments, which may be authorized when the recipient's accounting and financial management systems conform to the accounting principles generally accepted (GAAP) in the U.S., the cooperating country, or by the International Accounting Standards Board (IASB) (a subsidiary of the International Financial Reporting Standards Foundation (IFRSF)), meet the pre-award responsibility requirements in ADS Chapter* *303 and when providing liquidity through milestone financing is not sufficient to meet implementation requirements. When advances are authorized, payment amounts must correspond to and be liquidated against milestones.* ***Advance payments for any milestone may not exceed the milestone amount for which they are being made and the total amount of funds advanced may not exceed the total award amount.*** *When this provision is used, the Grant terms must be modified to reference this provision as the payment provision.*

**FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (JUNE 2012)**

a. The recipient is not required to maintain separate bank accounts for USAID funds, provided by Palladium, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).

b. The recipient must maintain advances of USAID funds provided by Palladium in interest-bearing accounts, unless:

(1) The recipient receives less than $120,000 in USG awards per year;

(2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of $250 in a twelve month period on USG cash balances; or

(3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.

c. The recipient may retain up to $250 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.

d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary for particular milestones.

e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard From-425 Federal Financial Report or Standard Form-1034 Public Voucher for Purchases and Services Other Than Personal. (See<http://www.gsa.gov/portal/forms/type/SF> for forms.) The recipient must print the statement "Request for Advance" at the top of the form.

f. The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. Each request must specifically identify the milestone(s) to which the advance applies. In no event may the recipient request or receive an advance greater than the amount of the milestone for which the advance is requested.

g. Advance payments must be liquidated against milestones and their amounts. This will occur when milestones are met and accepted by USAID. The recipient must refund to USAID any advance amounts above the milestone amount for which the advance was received.

h. When this award expires, the recipient must immediately return all funds that USAID has advanced to the recipient in excess of any completed milestones. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount the recipient received for milestones that are not, or cannot feasibly be, completed.

i. Cash advances made by the recipient to subrecipients or the recipient’s field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over $250 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

**RAA2. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 2015)**

***APPLICABILITY:*** *This provision is required in accordance with 2 CFR 25, Universal Identifier And System of Award Management.*

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

*(1) Awards to individuals*

*(2) Awards less than* ***$25,000*** *to* ***foreign recipients*** *to be performed outside the*

*United States (based on a USAID determination)*

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

**UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 2015)**

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

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

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

**c. Definitions.** For purposes of this award term:

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

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained

from D&B by telephone (currently 866-705-5711) or the Internet (currently at  **[fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)**[).](http://fedgov.dnb.com/webform)

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

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

Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

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

**ADDENDUM (JUNE 2012):**

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

(1) Awards to individuals

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

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

**e.** This provision does not need to be included in subawards.

[END OF PROVISION]

**RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (July 2015)**

***APPLICABILITY:*** *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. This provision must be in all assistance solicitations and all awards expected to exceed $25,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If USAID determines that an exemption applies, Palladium must provide guidance to the recipient on reporting with generic information.*

***Exemptions.***

*(1) The requirements to report under this provision do not apply to:*

*(i) Awards to individuals*

*(ii) Awards less than $25,000*

*(2) When USAID determines, in writing, that these requirements would cause personal safety concerns, reporting under this provision can be accomplished using generic information.*

**REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (July 2015)**

**a. Reporting of First-Tier Subawards.**

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

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to **[www.fsrs.gov.](http://www.fsrs.gov.)**

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

(3) What to report. You must report the information about each obligating action that the submission instructions posted at  **[www.fsrs.gov](https://www.fsrs.gov/)** [s](https://www.fsrs.gov/)pecify.

**b. Reporting Total Compensation of Recipient Executives.**

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

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

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

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

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

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

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

(i) As part of your registration profile at **[www.sam.gov](http://www.sam.gov)**.

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

**c. Reporting of Total Compensation of Subrecipient Executives.**

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

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

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

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

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

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

(i) To the recipient.

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

**d. Exemptions.**

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

(1) Subawards, and

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

**e. Definitions.**

For purposes of this award term:

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

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

Indian tribe;

(ii) A foreign public entity;

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

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

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

(3) Subaward:

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

to an eligible subrecipient.

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

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

(4) Subrecipient means an entity that:

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

and

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

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

(i) Salary and bonus.

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

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

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

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

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

[END OF PROVISION]

**RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)**

*This provision is only applicable* ***ONLY******when specific goods or services are listed as or in milestones*.**

a. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

(i) Military equipment,

(ii) Surveillance equipment,

(iii) Commodities and services for support of police or other law enforcement activities,

(iv) Abortion equipment and services,

(v) Luxury goods and gambling equipment, or

(vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in [Standard Pro](https://www.epls.gov/)vision, “Debarment and Suspension” and [Standard Pro](file://AUSNAPNASWASH02/gc.pub/Implementation%20%26%20Procurement%20Reform/Objective%202/Standard%20Provisions/%20the%20Standard)vision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.

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

1. Agricultural commodities,
2. Motor vehicles,
3. Pharmaceuticals,
4. Pesticides,
5. Used equipment,
6. U.S. Government-owned excess property, or
7. Fertilizer.

b. Source and Nationality:

Except as may be specifically approved in advance by Palladium, all commodities and services that will be reimbursed by Palladium under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at $250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: **<http://www.usaid.gov/ads/policy/300/310>**[.](http://www.usaid.gov/ads/policy/300/310)

c**.** Guidance on the eligibility of specific commodities and services may be obtained from Palladium. If Palladium determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, Palladium may require the recipient to refund the entire amount of the purchase.

d. This provision must be included in all subagreements, including subawards and contracts, which include procurement of the commodities or services specifically listed as or in milestones.

[END OF PROVISION]

**RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)**

***APPLICABILITY:*** *This provision is only applicable* ***when international travel is listed as or in a milestone.***

**FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)**

a. The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

b. In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation in accordance with the record retention requirements of this award. The documentation must use one of the following reasons or other exception under the Fly America Act:

(1) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU “Open Skies” agreement (**<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>**[)](http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm).

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

a. Australia on an Australian airline,

b. Switzerland on a Swiss airline, or

c. Japan on a Japanese airline;

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

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

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

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

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

**c. DEFINITIONS**

The terms used in this provision have the following meanings:

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

(2) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S.

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

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

**d. SUBAWARDS AND CONTRACTS**

This provision must be included in all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

**RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012)**

***APPLICABILITY:*** *This provision is only applicable for awards in which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds* ***and such goods are listed in or as milestones.*** *In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.*

**OCEAN SHIPMENT OF GOODS (JUNE 2012)**

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Office of Acquisition and Assistance, Transportation Division

1300 Pennsylvania Avenue, NW Washington, DC 20523-7900

Email: **[oceantransportation@usaid.gov](mailto:oceantransportation@usaid.gov)**

b. This provision must be included in all subagreements, including subwards and contracts.

[END OF PROVISION]

**RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**

***APPLICABILITY****: This provision is only applicable if a host country tax may possibly be charged* ***on items specifically listed as or in milestones*** *unless the commodity transactions listed as milestone in a foreign country is less than $500.*

**REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**

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

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of $500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(v) Any reimbursements received by April 1 of the current year on value- added taxes and customs duties reported in (iv).

(vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

(vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to: Palladium, Grant Manager

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

[END OF PROVISION]

**RAA8. PATENT RIGHTS (JUNE 2012)**

*APPLICABILITY: This provision is applicable to awards to small business firms or nonprofit organizations for the performance of experimental, developmental, or research work funded in whole or in part with USAID funds.*

**PATENT RIGHTS (JUNE 2012)**

a. Patent Rights

(1) Allocation of Principal Patent Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the recipient retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by Palladium). The U.S. Government has certain rights in this invention."

(2) Definitions. For purposes of this provision, the following terms will have the following meaning:

(i) “Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(ii) “Subject invention” means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this award.

(3) The recipient must disclose each subject invention to the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking System (**[http://www.iedison.gov](http://www.iedison.gov/)**[)](http://www.iedison.gov/) within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. In addition, the recipient agrees to submit, on request, periodic reports to Palladium, no more frequently than annually, on the utilization of a subject invention.

(4) Conditions When the U.S. Government May Obtain Title. The recipient must convey title to any subject invention to USAID, upon written request, subject to recipient’s retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:

(i) If the recipient fails to file a U.S. patent application or to disclose the subject invention to USAID via Palladium at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.

(ii) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

b. Subawards and Contracts: Recipient must include this the Standard Provision, suitably modified to identify the parties, in all subawards and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The recipient must retain all rights provided for the USG in this the Standard Provision, and the recipient must not, as part of the consideration for awarding the contract or subaward, obtain more rights in the contractor's or subrecipient's subject inventions than provided in this provision.

[END OF PROVISION]

**RAA9. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)**

***APPLICABILITY****:*

*This provision applies to awards that contain funding for any exchange visitor activities or participant training, as defined in*  ***[ADS 252](http://www.usaid.gov/ads/policy/200/252)*** *[a](http://www.usaid.gov/ads/policy/200/252)nd* ***[253](http://www.usaid.gov/ads/policy/200/253)****[,](http://www.usaid.gov/ads/policy/200/253) respectively, conducted or paid for by the recipient with USAID funds under this award.*

**EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)**

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

a. **Definitions:**

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

(2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

(3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the

individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

(4) **Invitational Travel** is a type of travel that USAID funds for non-U.S.

Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government

(USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

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

(1) For U.S.-based activities, the recipient must use USAID’s official Exchange Visitor and Participant Training information system, currently called “Training Results and Information Network – TraiNet” (see **<http://trainethelp.usaid.gov/>**[),](http://trainethelp.usaid.gov/) to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see  **<http://trainethelp.usaid.gov/>**[)](http://trainethelp.usaid.gov/) to transfer required data for USAID Exchange Visitors to the Department of

Homeland Security’s Student and Exchange Visitor Information System

(SEVIS).

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

c. **Health and Accident Insurance:**

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

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

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

d. **Immigration Requirements:**

(1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID- issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

(2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

e. **Language Proficiency:** The recipient must verify language proficiency.

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

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

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

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

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

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

[END OF PROVISION]

**RAA10. INVESTMENT PROMOTION (NOVEMBER 2003)**

***APPLICABILITY****: The following provision is when gray-area activities or investment* *related activities are specifically* ***listed as or in milestones****. When applicable, see*  ***[ADS225](http://www.usaid.gov/ads/policy/200/225)*** *[(s](http://www.usaid.gov/ads/policy/200/225)ee 225.3.) for more information.*

**INVESTMENT PROMOTION (NOVEMBER 2003)**

a. Except as specifically set forth in this award or otherwise authorized by Palladium in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from Palladium as to whether the activity would be consistent with the limitation set forth above, the recipient must notify Palladium and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by Palladium that it may do so.

c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

[END OF PROVISION]

**RAA11. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)**

***APPLICABILITY****: This provision is applicable when human subjects are involved in research financed by this award, as defined in 22 CFR 225 and ADS 200 Mandatory Reference, “Protection of Human Subjects in Research Supported by USAID”*

**PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)**

a. The recipient is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).

b. The recipient must assure Palladium of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:

(1) Obtaining a Federal-Wide Assurance (FWA) from the U.S. Department of

Health and Human Services. Instructions on obtaining an FWA can be

found on the Office of Human Research Protection Web site

**<http://www.hhs.gov/ohrp/assurances/assurances/file/index.html>**[;](http://www.hhs.gov/ohrp/assurances/assurances/file/index.html) or

(2) Submitting to Palladium for USAID approval, a written assurance which includes a statement of principles governing the recipient’s responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or

(3) Submitting to Palladium for USAID approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in 22 CFR 225.

c. Definitions for the purposes of this award:

(1) Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.

(2) Human subject means a living individual about whom an investigator

(whether professional or student) conducting research obtains

(i) Data through intervention or interaction with the individual, or

(ii) Identifiable private information.

(3) Intervention includes both physical procedures by which data are gathered and the changes to the subject or the subject’s environment performed for research purposes.

(4) Institutional Review Board means a properly constituted ethical committee which will review the research.

d. USAID staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, USAID may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the following statement:

"Subject's research records may be independently reviewed by USAID staff and consultants to ensure compliance with USAID requirements for protection of human research subjects."

[END OF PROVISION]

The Required as Applicable Provisions are summarized as follows:

| **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 (SAM) (DECEMBER 2022) |  |
| RAA3 | REPORTING SUBAWARDS AND EXECUTIVE  COMPENSATION (DECEMBER 2022 | Not applicable to GUC recipients unless with values exceeding $30,000. |
| 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 (DECEMBER 2022) | The Grantee reports as prescribed in Sec. B.17. (b) |
| RAA8 | PATENT RIGHTS (DECEMBER 2022) |  |
| RAA9 | [Reserved] |  |
| RAA10 | INVESTMENT PROMOTION (DECEMBER 2022) |  |
| 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 (DECEMBER 2022) |  |
| RAA23 | [Reserved] | N/A |
| RAA24 | PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DECEMBER 2022) |  |
| RAA25 | NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020) |  |

**PART F**

**FINANCIAL REPORT FORMAT**

[Insert desired format. Include Cost Share and 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**

**ONLY COMPLETE THESE IF THEY HAVE NOT BEEN SIGNED AS PART OF AWARD PROCESS. IF THEY HAVE BEEN PREVIOUSLY SIGNED, PLEASE KEEP IN GRANT’S FILE AND DELETE THE TEXT IN THIS SECTION BY REPLACING IT WITH “RESERVED”**

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 If the Grant amount does not exceed $100,000, this certification may be deleted and G.2 marked “[RESERVED]”.**

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.

1. 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:

1. 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.
2. 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: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm><https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list>.
3. 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.
4. 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 –

1. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
   1. “Training” means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
   2. “Expert advice or assistance” means advice or assistance derived from scientific, technical, or other specialized knowledge.
2. “Terrorist act” means –
3. 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
4. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
5. 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.
6. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
7. 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.
8. 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**

RESERVED

**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.**

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**. Implementation of the Program must comply with USAID rules, policies and requirements concerning marking and branding of programs, projects, activities, public communications and commodities, including the Branding Implementation Plan and Marking Plan included in Palladium’s Prime Contract (to the extent applicable to the Grant) and any supplementary instructions and guidance issued by Palladium from time to time.

**H.2**. Costs of required branding and marking are eligible for reimbursement under the Grant only if they are (1) approved; (2) included in the Budget; (3) consistent with all applicable guidance; and (4) otherwise allowable, allocable, reasonable and in accordance with the Grant.

**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 XXXXX Program”]*. 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 1st sentence, e.g. “(1) events – basic information at least 30 days beforehand, and a copy in English (and local language?) of the proposed invitation, banner or poster, and attendance list at least 2 weeks beforehand”; “(2) press releases, advisories or similar issuances – at least 6 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 (which must first secure any necessary approvals from USAID).

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