



**Phase One (Concept Paper):**

Deadline for Questions	February 19, 2024
Post Solicitation Conference:	February 23, 2024
Closing Date Phase One:	March 11, 2024
Closing Time Phase One:	12 PM (Noon) Quito Time

**Phase Two for selected Concepts ONLY**

**(Full Application):**

Deadline for Questions Phase Two:	TBD
Closing Date Phase Two:	TBD
Closing Time Phase Two:	TBD

Subject: Notice of Funding Opportunity Number: 72051824RFA00001 – Request for Concept Papers

Program Title: USAID/Ecuador “Fostering Accountability through Investigative Reporting” (FAIR) Activity

Ladies/Gentlemen:

The United States Agency for International Development (USAID) is seeking applications for a Cooperative Agreement from qualified entities to implement the USAID/Ecuador “Fostering Accountability through Investigative Reporting” (FAIR) Activity. Eligibility for this award is restricted to Local Entities (as defined by ADS 303.6) from the Republic of Ecuador.

USAID intends to make an award to the applicant(s) who best meets the objectives of this funding opportunity based on the merit review criteria described in this Notice of Funding Opportunity (NOFO), subject to a risk assessment. E

To be eligible for award, the applicant must provide all information as required in this NOFO and meet eligibility standards in Section C of this NOFO. This funding opportunity is posted on [www.grants.gov](http://www.grants.gov), and may be amended. It is the responsibility of the applicant to regularly check the website to ensure they have the latest information pertaining to this NOFO and to ensure that the NOFO has been received from the internet in its entirety.

USAID bears no responsibility for data errors resulting from transmission or conversion process. If you have difficulty registering on [www.grants.gov](http://www.grants.gov) or accessing the NOFO, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via email at [support@grants.gov](mailto:support@grants.gov) for technical assistance.

**Applications from entities not actively registered in System for Award Management (SAM) will not be accepted.**

**USAID will not award to an applicant whose SAM registration has expired.**

All questions pertaining to this NOFO should be addressed to the Agreement Officer with a copy to Mr. Klever Tipan at [ktipan@usaid.gov](mailto:ktipan@usaid.gov).

**A post solicitation conference is scheduled for Friday, February 23, at 10 AM.** You should indicate interest in participating in this event when submitting your questions, by sending an email to the contacts listed in the previous paragraph above.

The deadline for questions is shown above. USAID will summarize all questions received. Responses to questions received prior to the deadline will be furnished to all potential applicants through an amendment to this notice posted to [www.grants.gov](http://www.grants.gov).

**This is a phased solicitation. Participation in Phase 2 is based on successful participation in Phase 1 and a request for full application by USAID. Applicants must therefore pay close attention to instructions for both phases provided in section D.**

Exclusive teaming arrangements are prohibited.

Issuance of this NOFO does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for any costs incurred in preparation or submission of comments/suggestions or an application. Applications are submitted at the risk of the applicant. All preparation and submission costs are at the applicant's expense.

Thank you for your interest in USAID programs.

Sincerely,



Agreement Officer  
Regional Office of Acquisition and Assistance - ROAA  
USAID/Peru

## TABLE OF CONTENTS

SECTION A: PROGRAM DESCRIPTION .....	6
I. Background/Context .....	6
II. Development Problem Statement .....	7
III. Systemic Change Statement (Theory of Change).....	7
IV. Magnitude of Change.....	7
V. Proposed Objectives and Illustrative Activities .....	8
SECTION B: FEDERAL AWARD INFORMATION .....	11
I. Estimate of Funds Available and Number of Awards Contemplated .....	11
II. Expected Performance Indicators, Targets, Baseline Data, and Data Collection .....	11
III. Start Date and Period of Performance for Federal Awards.....	11
IV. Substantial Involvement.....	11
V. Authorized Geographic Code.....	12
VI. Nature of the Relationship between USAID and the Recipient .....	13
SECTION C: ELIGIBILITY INFORMATION .....	14
I. Eligible Applicants .....	14
II. Conflict of Interest Pre-Award Term (August 2018) .....	14
III. Leverage .....	15
SECTION D: APPLICATION AND SUBMISSION INFORMATION .....	16
I. Agency Point of Contact.....	16
II. General Instructions for Phases I and II .....	16
III. PHASE I .....	17
SECTION E: APPLICATION REVIEW INFORMATION.....	24
I. Criteria.....	24
II. Review and Selection Process.....	24
SECTION F: FEDERAL AWARD ADMINISTRATION INFORMATION .....	27
V. Federal Award Notices.....	27
VI. Administrative & National Policy Requirements.....	27
VII. Reporting Requirements .....	27
VIII. Environmental Compliance .....	33

SECTION G: OTHER INFORMATION.....	35
ANNEX I - STANDARD PROVISIONS.....	36
M1.    SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS FAA (JUN 2012) .....	36
M2.    MARKING AND PUBLIC COMMUNICATIONS UNDER USAID FUNDED ASSISTANCE FAA (JUL 2015).....	37
M3.    DRUG TRAFFICKING AND DRUG-FREE WORKPLACE FAA (JUN 2012) .....	39
M4.    DEBARMENT AND SUSPENSION FAA (JUN 2012).....	39
M5.    PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020) .....	40
M6.    TRAFFICKING IN PERSONS FAA (APR 2016).....	41
M7.    VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS FAA (MAY 2006).....	43
M8.    EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS FAA (JUN 2016).....	44
M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE FAA (JUL 2014) .....	45
M10.  ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022).....	47
M11.  SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY FAA (OCT 2014).....	48
M12.  PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017).....	49
M13.  SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023).....	50
M14.  MANDATORY DISCLOSURES (JUNE 2023).....	53
M15.  NONDISCRIMINATION AGAINST BENEFICIARIES (NOV 2016) .....	54
M16.  CONFLICT OF INTEREST (AUG 2018).....	54
M17.  EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022) .....	55
M18.  OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023) .....	57
M19.  LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023) .....	57
RAA1. ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020) .....	59
RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014) .....	60
RAA5. INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020).....	61
RAA6. UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022).....	61

RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2022) ..... 63

RAA8. SUBAWARDS (DECEMBER 2014) ..... 67

RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)..... 68

RAA11. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022) ..... 71

RAA27. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014) ..... 72

RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS  
(DECEMBER 2022) ..... 73

ANNEX 2 – ATTACHMENTS, EXHIBITS AND OTHER DOCUMENTS ..... 75

## **SECTION A: PROGRAM DESCRIPTION**

This funding opportunity is authorized under the Foreign Assistance Act (FAA) of 1961, as amended. The resulting award will be subject to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and USAID’s supplement, 2 CFR 700, as well as the additional requirements found in Section F.

### **I. Background/Context**

Investigative Journalism in Ecuador has had a prominent role in revealing illicit practices in recent years. Both well-established media outlets as well as emerging ones have published several reports on issues such as corruption and organized crime, which have prompted formal investigations by the corresponding authorities.

However, both the outlets and the individual journalists face a number of challenges, from financial to personal security issues. The murder of three journalists in 2018 during coverage of sensitive issues on the Ecuador-Colombia border sparked public debate that journalism as a profession and journalists as individuals need more protection and support to carry out their work. More recently, in 2023, six journalists had to leave the country as a precautionary measure because of serious threats received because of their work on issues such as criminal activities in prisons, corruption cases involving high-profile individuals, amongst others.

Currently, most investigative reporting outlets are based in Quito and some in Guayaquil. This leaves a gap in areas that are more affected by violence and organized crime, particularly on the coast (e.g., Esmeraldas, Manabí, the northern border with Colombia), which as a result have become “information deserts” (places where reporting has become so dangerous that the challenges, they face go unreported). Furthermore, the Amazon region faces an even bigger informational gap, with very few correspondents and very little resources to fund sustained reporting on issues affecting communities across such region. Consequently, the gap in opportunities for journalists/outlets in cities and provincial areas is big and should ideally be addressed.

One of the biggest worries in the industry is how to keep journalism financially viable. This concern affects both established media and newcomers trying to carve out their niche. The fast-paced shift to digital platforms as the main means to share and receive information has left traditional media scrambling to adapt. This change requires resources, infrastructure, and appropriate knowledge.

Journalists and outlets alike face a series of risks to their mental, physical, and legal security. Local organizations reported that 2022 was the most violent in the last five years with hundreds of attacks/threats, including three murders, a femicide and a disappearance. Various journalists face defamation suits, further exemplifying the need for financial and legal support to face these kinds of judicial disputes. In a nutshell, journalists are continually subjected to sensitive and often distressing scenarios, such as acts of violence or assassinations, and sometimes on a 24/7 basis. The psychological strain and mental health challenges that arise from such constant exposure are frequently under-addressed. This oversight can be attributed to a cultural

deficiency in recognizing the gravity of these issues, as well as a scarcity of financial resources necessary for the implementation of appropriate support protocols.

Finally, journalists and outlets could benefit from strengthening skills to improve their work. For example, skills on collecting or managing data-driven processes, open-source intelligence platforms. This is partly due to the weak financial sustainability environment for outlets, where they have to prioritize funds for the basic functioning of the organization, versus training for their staff.

In sum, journalism - and particularly, investigative journalism-face a series of challenges that require a sustained and collaborative effort that mixes technical assistance, forging of alliances (e.g. with the private sector, academia, regional and international organizations, amongst others) and creative approaches to improve the quality and quantity of investigations, expand the reach and engagement with audiences, and solidify an inclusive environment that has the active participation of different stakeholders and voices, including journalists and outlets from smaller cities and provinces, students, freelance journalists, amongst others.

## **II. Development Problem Statement**

Insufficient financial, technical, legal, and institutional support leaves journalists and media entities vulnerable- professionally and physically, and disincentivize investigation and reporting of criminal and illicit activities. This situation is further exacerbated by stark disparities in access to professional development programs between urban and rural, novices and veteran journalists that hinders diverse and creative reporting from various regions of the country.

## **III. Systemic Change Statement (Theory of Change)**

**IF** journalists and media outlets have increased capacity to protect themselves from financial, security, legal, institutional, and technical challenges; and **IF** there are improved equal opportunities for journalists and outlets from urban and rural areas, as well as freelancers and journalism students to work with established newsrooms; **THEN** investigative reports that help promote transparency and expose irregular practices within the Ecuadorian society will be more rigorous, data-driven, able to reach more audiences, and ensure a professional and safe journalism environment in Ecuador.

## **IV. Magnitude of Change**

With an approximate investment of \$7 million over three years (with the possibility of two, one-year extensions), FAIR would intend to achieve the following expected and illustrative results (to be further refined during a co-creation-type phase with the apparent successful applicant):

- Ecuadorian society writ large have an increased availability and access to engaging, rigorous, and technical high-quality investigative reporting;
- Greater awareness, actions, and accountability on crime and illicit practices, both domestic and regionally, by governmental and civil society actors;

- Improved resiliency of the investigative journalism sector and increased integrated, proactive approaches to safety and security assistance;
- Improved solutions to increase the financial viability and management capacity of independent media, ensuring they have access to resources and expertise needed to exercise their work;
- Enhance the methods and tools by which the content produced is shared to and consumed by the public in general to elevate anti-corruption issues into the public discussion;
- Provide freelance journalists, journalism students and journalists from rural areas with spaces to collaborate and strengthen their capabilities by on-the-ground work in collaboration with established outlets and/or networks (“learning by doing”);

This NOFO and any potential resulting award are authorized under the Foreign Assistance Act of 1961, as amended, the Federal Grant and Cooperative Agreement Act of 1977 as amended, and it is subject to 2 CFR 700 and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## V. Proposed Objectives and Illustrative Activities

***Objective 1: Financial and operational sustainability of investigative journalism that allows journalists/outlets conduct work that helps report on corruption and/or other illicit and/or irregular and/or illegal activities improved.***

Illustrative (non-prescriptive) activities that could help achieve this objective could include:

**Sub-activity 1.1:** Improve the significant operational, financial, and legal constraints faced by investigative journalists and/or outlets (including independent and nascent media).

**Sub-activity 1.2:** Strengthen the technical, organizational, and fundraising capacities of investigative journalists and/or outlets, and partner with the private sector (where possible), universities and/or regional journalism centers to support the financial sustainability of the profession.

**Sub-activity 1.3:** Bolster the financial viability of investigative journalists and other media outlets, including diversifying revenue sources, growing their audiences, or developing strategic partnerships.

**Sub-activity 1.4:** Strengthen higher education programs on journalism to improve the technical skills needed to perform rigorous, effective, and well-documented investigative reports, and how to manage a strong media venture, including working with directors, general managers, editors, working journalists, journalism students, amongst others.

***Objective 2: Protective and responsive ecosystem for journalists and media outlets.***

Illustrative (non-prescriptive) activities that could help achieve this objective could include:

**Sub-activity 2.1:** Support actions to minimize the risks journalists face when conducting their work in investigating and reporting on corruption and/or other illicit and/or irregular and/or illegal activities. This includes their digital, legal, physical, and psychosocial safety and security.

Sub-activity 2.2: Establish dialogue processes with national and sub-national authorities to strengthen whistleblowing and reporting protections, enhance national level protection mechanisms, and support efforts to prevent the erosion of the general operating environment for investigative reporters or publishers of investigative reporting (including laws aimed at weaponizing open government and anti-corruption efforts to target, harass, and undermine journalists and media outlets).

Sub-activity 2.3: Strengthen public awareness and advocacy efforts calling for protection of investigative journalists, civil society organizations, whistleblowers, and individuals under threat for exposing corruption and/or other illicit and/or irregular and/or illegal activities, through creative communications campaigns that reach audiences in different formats and keep them engaged.

**Objective 3: Collaborative investigative reporting to expose corruption and/or other illicit and/or irregular and/or illegal activities.**

Illustrative (non-prescriptive) activities that could help achieve this objective could include:

Sub-activity 3.1: Bolstering existing and/or creating new partnerships for investigative journalism (IJ) across Ecuador (including journalists/outlets operating in and outside of Quito and Guayaquil);

Sub-activity 3.2: Uncover and report on different issues that have an impact in the Ecuadorian society, sharing information and learning across activist networks; telling impactful stories in both traditional and new/creative formats to galvanize public action; and producing content to hold public and private institutions accountable for investigating corruption and/or other illicit and/or irregular and/or illegal activities.

Sub-activity 3.3: Build new technical and investigative journalism capacities among existing outlets; supporting and including freelance journalists, correspondents from provinces as well as major cities in the country, and journalism students, in order to identify corruption and/or other illicit and/or irregular and/or illegal activities; fostering IJ networks documenting information related to specific issues; or building the capacity of journalists to track, expose, and report on corruption and/or other illicit and/or irregular and/or illegal activities across a range of sectors.

Sub-activity 3.4: Strengthen IJ networks in Ecuador, considering partnerships (regional and within the country) that could help strengthen the IJ ecosystem, in order to amplify mutual learning, support, and exchange, or promote the development of joint investigative approaches, as well as collaboration on specific stories, projects, and investigations.

Sub-activity 3.5: Establish a support network amongst journalists, media outlets and other stakeholders to protect their physical, mental, legal, and financial security.

Sub-activity 3.6: Establish legal liability funds and mechanisms with experienced law firms that can provide legal advice and accompaniment to journalists in case of lawsuits derived from their investigative activities.

Sub-activity 3.7: Establish alliances with health providers and/or civil society organizations (CSOs) working on mental health matters in order to provide protocols that help journalists

improve their personal wellbeing and a good work-life balance that allows them to perform at a high level even during difficult situations.

**Objective 4: Technical support to design, conduct and publish relevant and rigorous investigative reports.**

Illustrative (non-prescriptive) activities that could help achieve this objective could include:

Sub-activity 4.1: Enhance the technical capabilities, provide adequate software (and/or hardware, where appropriate) to produce responsible, fact-based, and rigorous investigative reports.

Sub-activity 4.2: Support in the training on data-driven journalism processes, new communication tools, open information platforms, amongst others.

Sub-activity 4.3: Provide result-oriented grants to freelance journalists and/or journalism students to produce informative and in-depth investigative pieces that remain relevant amongst the public in general in topics relating to corruption and/or other illicit and/or irregular and/or illegal activities.

Sub-activity 4.4: Provide merit-based grants and/or scholarships to journalists (including freelance journalists, from provinces, and/or journalism students) to attend training courses either at local or international institutions, to increase their skills and experience in producing investigative reports.

**Note:** *The terms “and/or other illicit and/or irregular and/or illegal activities” may include, but not prescriptive to, for example money laundering, illicit finance, environmental crimes, the use of corrosive capital, organized crime, kleptocracy, misuse of funds, governance, natural resource management, amongst others. The proposals should take into account the subjects that could be addressed and present a realistic plan on how to produce reports on those.*

**[END OF SECTION A – PROGRAM DESCRIPTION]**

## **SECTION B: FEDERAL AWARD INFORMATION**

### **I. Estimate of Funds Available and Number of Awards Contemplated**

USAID, in accordance with the terms of this NOFO, intends to award one Fixed Amount Cooperative Agreement for an initial period of three (3) years with up to two (2) potential Renewal periods of one year each, subject to availability of funds, continued need from the Agency and satisfactory performance of the Recipient. . Subject to funding availability and at the discretion of the Agency, USAID intends to provide \$7,000,000 in total USAID funding for the total cumulative potential period of performance of five (5) years.

### **II. Expected Performance Indicators, Targets, Baseline Data, and Data Collection**

Applicants in the second phase of this NOFO will propose illustrative Performance Indicators, Targets, Baseline Data, and Data Collection methodology.

### **III. Start Date and Period of Performance for Federal Awards**

The anticipated period of performance is three (3) years with up to two (2) potential Renewal periods of one year each, subject to availability of funds, continued need from the Agency and satisfactory performance of the Recipient. The estimated start date is **[TBD]**.

### **IV. Substantial Involvement**

In accordance with ADS 303.3.11, USAID will be substantially involved in:

#### **1. Approval of Key Personnel**

USAID/Ecuador will approve the personnel filling those positions considered to be essential to the successful implementation of the award. This will ensure that the recipient selects appropriate key personnel that are able to respond to FAIR's specific needs.

#### **2. Approval of Implementation Plan/Work Plan**

USAID anticipates that the work plan will cover the first year of programs and will be submitted to USAID for review and approval 30 days after the award is issued. Any substantive changes to the implementation plan will require USAID's approval. Approval of the implementation plan/work plan will ensure the program aligns with USAID's priorities in Ecuador and overall strategy to strengthen investigative journalism in Ecuador by providing financial viability, physical, digital, and legal security (amongst others) and ensure independence.

#### **3. Approval of Monitoring and Evaluation Plan and Branding & Marking Plan**

Approval of the recipient's Monitoring, Evaluation and Learning Plan (MELP) and Branding & Marking Plan (B&MP), as well as the Gender and Social Inclusion Plan (GSIP). Approval of the MELP will help ensure that any data collected to measure results (e.g., indicators on outputs and outcomes) can be consolidated with other data used by USAID to demonstrate program impact and effectiveness. Approval of the B&MP will outline the requirements for recipients of USAID funded contracts in marking programs, projects, activities, public communications, commodities, and other deliverable items. Approval of the GSIP will lay out the parameters and

methodological approach of how the proposed Activity will be inclusive of systematically excluded groups (e.g., women, youth, indigenous peoples and nationalities, persons with disabilities, LGBTQ groups, amongst others). This includes the active participation and involvement of journalists/outlets/organizations in rural areas, journalism students, independent or freelance journalists, amongst others.

#### **4. Concurrence on the Selection of Sub-recipients**

The Recipient must obtain the Agreement Officer's prior approval for the subaward, transfer, or contracting out of any work under an award. Thus, all sub-awards must be approved in advance by the Agreement Officer. Concurrence on the selection of sub-recipients will ensure that any partners the recipient selects are appropriately vetted by USAID given any potential sensitivities in the work related to investigative journalism which could become politically charged.

#### **5. Approval of Subawards**

The applicant must submit information for all subawards that it wishes to have approved at the time of award. For each proposed subaward the applicant must provide the following:

- Name of organization
- Unique Entity Identifier (UEI)
- Confirmation that the subrecipient does not appear on the Treasury Department's Office of Foreign Assets Control (OFAC) list.
- Confirmation that the subrecipient does not have active exclusions in the System for Award Management (SAM)
- Confirmation that the subrecipient is not listed in the United Nations Security designation list.
- Confirmation that the subrecipient is not suspended or debarred.
- Confirmation that the applicant has completed a risk assessment of the subrecipient, in accordance with 2 CFR 200.332(b)
- Any negative findings as a result of the risk assessment and the applicant's plan for mitigation.

#### **6. Approval of Work Products**

USAID/Ecuador will review and approve all work products developed under the award to ensure proper application of USAID's policy for neutrality.

#### **V. Authorized Geographic Code**

The geographic code for the procurement of commodities and services under this program is 937 (the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source).

**VI. Nature of the Relationship between USAID and the Recipient**

The principal purpose of the relationship with the Recipient and under the subject program is to transfer funds to accomplish a public purpose of support or stimulation of the USAID/Ecuador “*Fostering Accountability through Investigative Reporting*” (FAIR) Activity which is authorized by Federal statute. The successful Recipient will be responsible for ensuring the achievement of the program objectives and the efficient and effective administration of the award through the application of sound management practices. The Recipient will assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

**[END OF SECTION B – FEDERAL AWARD INFORMATION]**

## **SECTION C: ELIGIBILITY INFORMATION**

### **I. Eligible Applicants**

Eligibility is restricted to local entities. Pursuant to [ADS 303.6](#), USAID defines a “local entity” as an individual, a corporation, a nonprofit organization, or another body of persons that:

- (1) Is legally organized under the laws of; and
- (2) Has as its principal place of business or operations in; and
- (3) Is majority owned by individuals who are citizens or lawful permanent residents of; and
- (4) managed by a governing body the majority of who are citizens or lawful permanent residents of the country receiving assistance.

For purposes of this definition, ‘majority owned’ and ‘managed by’ include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

USAID welcomes applications from organizations that have not previously received financial assistance from USAID. Faith-based organizations are eligible to apply for federal financial assistance on the same basis as any other organization and are subject to the protections and requirements of Federal law.

#### **Active Registration in the System for Awards Management (SAM):**

Applicants must be registered in [SAM](#) to be eligible to receive federal assistance, such as grants and cooperative agreements. As such each applicant must:

1. Provide a valid UEI for proposed sub-recipients.
2. Be registered in SAM at the time of application in phase I and II.
3. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a federal awarding agency.

USAID will not consider nor evaluate concept notes and applications submitted by organizations that are not registered in SAM. Organizations with expired registrations are considered ineligible and as a result, their concepts or applications will not be reviewed. USAID may use SAM registration status as a basis for disqualifying an applicant and making the award to the next most responsive application. This scenario may happen if/when an organization's SAM registration expires during the procurement process.

### **II. Conflict of Interest Pre-Award Term (August 2018)**

#### **Personal Conflict of Interest**

An actual or appearance of a conflict of interest exists when an applicant organization or an employee of the organization has a relationship with an Agency official involved in the competitive award decision-making process that could affect that Agency official's impartiality. The term "conflict of interest" includes situations in which financial or other personal considerations may compromise, or have the appearance of compromising, the obligations and duties of a USAID employee or recipient employee.

The applicant must provide conflict of interest disclosures when it submits an SF-424. Should the applicant discover a previously undisclosed conflict of interest after submitting the application, the applicant must disclose the conflict of interest to the AO no later than ten (10) calendar days following discovery.

#### Organizational Conflict of Interest

The applicant must notify USAID of any actual or potential conflict of interest that they are aware of that may provide the applicant with an unfair competitive advantage in competing for this financial assistance award. Examples of an unfair competitive advantage include but are not limited to situations in which an applicant or the applicant's employee gained access to non-public information regarding a federal assistance funding opportunity, or an applicant or applicant's employee was substantially involved in the preparation of a federal assistance funding opportunity. USAID will promptly take appropriate action upon receiving any such notification from the applicant.

### **III. Leverage**

Leverage is not required but is highly recommended. Leverage demonstrates the strength of an applicant's relationships and its capacity to secure private capital in support of the project. Leverage can be an indicator of potential for success and sustainability. When/if proposing leverage, applicants should include leverage amounts (in-kind or cash) in their cost applications for phases I and II.

Leverage is new, non-public resources, be it money, technology, or expertise, brought by the private sector and other non-traditional USAID partners to a partnership.

USAID will only enter into agreement with one entity, one organization, or one company, also referred to as the prime. The prime is encouraged to form alliances with other entities that add value to its application and increase the chances of successful implementation and sustainability of the intervention.

**[END OF SECTION C – ELIGIBILITY INFORMATION]**

## **SECTION D: APPLICATION AND SUBMISSION INFORMATION**

### **I. Agency Point of Contact**

Andre-Guy Soh

Agreement Officer

Regional Office of Acquisition and Assistance - ROAA

[asoh@usaid.gov](mailto:asoh@usaid.gov)

### **II. General Instructions for Phases I and II**

**This solicitation will follow a two-phase review process. Information provided in this section applies to both phases of this procurement process.**

The subject line for electronic submissions may follow the following structure:

*“FAIR Concept Note/application and budget - NOFO No. 72051824RFA00001- [Name of the entity applying]”*

Both the Technical and Business (Cost) Applications must include a cover page containing the following information:

- Name of the organization(s) submitting the application;
- Identification and signature of the primary contact person (by name, title, organization, mailing address, telephone number and email address) and the identification of the alternate contact person (by name, title, organization, mailing address, telephone number and email address);
- Program name
- Notice of Funding Opportunity number
- Name of any proposed sub-recipients or partnerships (identify if any of the organizations are local organizations, per USAID’s definition of ‘local entity’ under ADS 303.

All questions and formal applications must be addressed to Andre-Guy Soh, Regional Agreement Officer at [asoh@usaid.gov](mailto:asoh@usaid.gov) and to [limasolicitations@usaid.gov](mailto:limasolicitations@usaid.gov) with a copy to the Acquisition and Assistance Specialist, Klever Tipan at [ktipan@usaid.gov](mailto:ktipan@usaid.gov) following the deadlines presented on the cover letter and in section no later than the date and time indicated on the cover letter and in submission instructions for each phase.

5PM is 5PM. 5:02 PM is not 5PM. Thus, USAID will disqualify all late applications. USAID will inform late applicants of their disqualification. Applicants must retain proof of timely delivery in the form of confirmation from the receiving office.

Pages in excess in page limitations will not be reviewed.

Applicants are encouraged to make good use of resources published by [www.workwithusaid.org](http://www.workwithusaid.org) to prepare their applications. Module 1 through 5A and 7 of the

following sites are recommended resources: <https://www.usaid.gov/partner-with-us/get-grant-or-contract/trainings-how-work-usaid>.

Applicants must submit their application materials in one single email containing well-labeled attachments.

After submitting an application electronically, applicants should immediately check their own email to confirm that the attachments were indeed sent. If an applicant discovers an error in transmission, please send the material again and note in the subject line of the email or indicate in the file name if submitted via grants.gov that it is a "corrected" submission. Do not send the same email more than once unless there has been a change, and if so, please note that it is a "corrected" email.

Applications must be in a Microsoft Word document, Calibri font, 12 point, single spaced, one inch margins, with pages numbered consecutively. 8-point font may be used for graphs and charts.

Applications are accepted in Spanish, provided applicants also submit a non-official English translation of the same application.

When submitting applications in two languages, applicants must indicate which one is the controlling version. USAID will treat the control version as the official application.

Applicants are not required to translate annexes.

All application materials must be clearly named/labeled to showcase which are in Spanish and which in English.

See below for an example of how to name or label documents:

- *72052723RFA00002 - FAIR Concept Note - [Name of the entity applying]-ESPAÑOL.docx*
- *72052723RFA00002 - FAIR Concept Note - [Name of the entity applying]-ENGLISH.docx*

**Except for annexes, USAID will not evaluate applications submitted in PDF or zipped files.**

### **III. PHASE I**

#### **a. FORMAT - CONCEPT NOTE SUBMISSION**

Electronic submissions in phase I must contain the following attachments:

- Attachment I: Basic information sheet and the Concept Note (not to exceed 7 pages)
- Attachment II: Summary cost application presented in as a table in Microsoft Word (copying the general budget tab from appendix I – Sample Budget), with a two-page (maximum) budget narrative in Microsoft Word (see appendix II) covering the 5 year implementation. Carefully review appendix III – Guidelines for Cost Applications when conducting your budgeting exercise.

Example of how to name or label documents:

- 72052723RFA00002 - FAIR Cost Application - [Name of the entity applying]
- 72052723RFA00002 - FAIR Cost Application Narrative - [Name of the entity applying]
- Attachment III. Summaries of at least 3 current or past projects related to the focus of this solicitation and implemented by the prime and their main partners. Information should describe funding sources, main objectives and activities of the project, and top-line achieved results. The applicant may use no more than 2 pages per project.

Example of how to name or label documents:

- 72052723RFA00002 - FAIR Past Experience - [Name of the entity applying]

### **b. CONTENT – CONCEPT NOTE SUBMISSION**

The concept note should be specific, complete, and presented concisely. The concept note must demonstrate the Applicant's capabilities and expertise with respect to achieving the Programmatic Outcomes identified in Section A of this solicitation.

Concept Notes must include the following sections:

1. Basic Information (1 page): The cover page one must include a) program title; b) Request for Applications reference number; c) name of organization(s) applying for the agreement; d) proposed implementing partners; UEI Numbers for the prime and its subs, e) contact person, telephone number, email address, and name(s) and title(s) of person(s) who prepared the application, corresponding signatures.

2. Technical Approach: (3 pages):

The Technical Approach section must include:

- a. A description of the approaches, strategies, and interventions the applicant would implement to the problem described in the Program Description.
- b. A description of how the applicant envisions building partnerships or alliances with key stakeholders such as civil society, private sector, government (national and/or sub-national), amongst others, at the national and local levels.
- c. A description of how the proposed activities and interventions will be inclusive and have a national coverage.
- d. A brief explanation of the Sustainability approach and how the proposed activities and interventions would continue after USAID's funding ends.
- e. A description of real or perceived risks and a clear approach to managing/mitigating them. Risk here is not only defined as political risk, but any risks a journalist exposes him/herself to i.e. retaliation, attacks etc. and proven approaches to mitigating them.

3. Management Approach (3 pages):

The Management Approach section must include:

- a. A clear description of the management approach, the reason behind its selection, and underlying assumptions.
  - b. An organizational structure that clearly outlines the lines of authority among envisioned partners and each of their roles. The team structure must be gender sensitive and demonstrate adherence to the principles of Diversity, Equity, Inclusion and Accessibility (DEIA).
  - c. Suggested key personnel and position descriptions.
  - d. A vision for efficient coordination across partners at national level and regional stakeholders to seamlessly facilitate the implementation of the proposed interventions, including office locations, mobilization capacity, etc.
4. Summary Cost Application in Microsoft Word (This information is not part of the page limit; the cost narrative must not exceed 2 pages).

The summary cost application must be submitted as a separate document, but in the same email. The cost application shall consist of a summary cost application, in US Dollars, which provides a breakdown table by major cost elements and with summary notes that should not exceed 2 pages. The cost application does not count towards the page limit. The summary budget can be an Excel table pasted in a word document for ease of review. Applicants must use the templates provided in Appendices I and II for budget preparation, but only summary budget table and narratives in Microsoft Word may be submitted.

5. Leverage – when proposed - must clearly appear in the proposed cost application and be clear whether it will be in-kind or cash contributions.
6. Past Experience (This information is not part of the page limit).

Implementation Experience can be an objective indicator of how well an applicant may successfully carry out future interventions. Therefore, the applicant must provide proof of experience implementing activities of a similar nature and scope. The applicant must present no more than 3 current or recent projects they have implemented. The presentation of each project must not exceed two pages, and must follow the following structure:

- Name of the Awarding Organization.
- Award Number (if applicable).
- Activity Title.
- A brief description of the activity and main achievements
- Period of Performance.
- Award Amount and funding sources.

The Agreement Officer will notify unsuccessful applicants of USAID's decision not to fund their applications.

## IV. PHASE II

### a. FORMAT – FULL APPLICATIONS (WHEN REQUESTED)

After review of concepts submitted in phase one, USAID will formally request a full application from one or several applicants whose concepts with a high technical rating.

No full applications will be accepted from applicants that do not participate in phase I.

Applications in phase II must be submitted in one email no later than the date on the cover of sheet this solicitation (TBD):

The subject line for electronic submissions may follow the following structure:

*“NOFO Full Technical and Cost Application - NOFO No. 72052723RFA00002- Name of the entity applying”*

Electronic submissions in Phase II must contain the following attachments:

- Attachment I: Basic Information Sheet and the Full Application that does not exceed 15 pages
- Attachment II: Detailed budget in Excel using appendix I and a budget narrative using the template in appendix II. Carefully review appendix III – Guidelines for Cost Applications when conducting your budgeting exercise. This requirement does not count towards the total page limit.
- Attachment III: Complementary information composed of all the annexes required by Section D, Item IV General Instructions, submitted as a consolidated attachment containing the following annexes (these do not count towards the 15 page limit):

Annex 1: Illustrative Work Plan and Monitoring and Evaluation and Learning Plan (MELP)

Annex 2: CVs of proposed key personnel (2 pages maximum per candidate) and signed commitment letters (if any) of the participants of the proposal.

Annex 3: Past Experience – see 5 below.

Annex 4: Required Certifications and Assurances

The applicant must complete the following documents and submit a signed copy: “Certifications, Assurances, Representations, and Other Statements of the Recipient” ADS 303mav document found at <https://www.usaid.gov/ads/policy/300/303mav>.

## CONTENT

1. Basic Information (1 page): The cover page one must include a) program title; b) Request for Applications reference number; c) name of organization(s) applying for the agreement; d) proposed implementing partners; UEI Numbers for the prime and its subs, e) contact person, telephone number, email address, and name(s) and title(s) of person(s) who prepared the application, corresponding signatures.
2. Technical Approach (8 pages): The Technical Approach section must include:
  - a. A context analysis and a rationale for this intervention, a refined Problem Statement, Theory of Change, Magnitude of Change, and Results Framework including illustrative indicators for each Expected Programmatic Outcome described in the Section A.
  - b. A coherent implementation strategy that demonstrates the activity will address the challenges and the implementation of the Programmatic Outcomes and will describe at a minimum how:
    - Partnership or strategy for winning or effective alliances for delivering on the objectives of this NOFO.
    - Intersectoral approach and its impact on the sustainability and effectiveness of interventions proposed.
    - A differentiated approach that is culturally appropriate (recognizes the peculiarity of each), and is inclusive of different groups of journalists affected by the problem (i.e. rural vs urban; affiliated vs independents; gender equality, etc.)
    - A description of real or perceived risks and a clear approach to managing/mitigating them. Risk here is not only defined as political risk, but any risks a journalist exposes him/herself to i.e. retaliation, attacks etc. and proven approaches to mitigating them.
3. Management Approach and Staffing Plan (6 pages): This section must include:
  - a) A comprehensive management approach, including an organizational structure that describes the coordination flow and lines of authority. It also should showcase gender equity, diversity and inclusion in using the local workforce (e.g., multi racial, inclusive of marginalized Ecuadorian groups, gender sensitive, local and international experience, etc.)
  - b) An internal strategic partnership approach. If the applicant proposes an alliance with one or several other partners, the application must clearly describe the technical and administrative roles and responsibilities of the prime awardee and/or sub-awardees (if any) and describe how the consortium members bring specialized expertise and knowledge to enrich the consortium with expertise in global best practices. If the applicant does not contemplate working with partners, the application should describe the approach and mechanisms on how

the entity will cover the multi sector expertise required for this activity and enrich the proposal bringing global practices to be validated and adapted to the Peruvian context. (e.g., international consultants, specialized task orders, internships, etc.)

- c) A description of how the decision-making processes will be conducted and it must also describe the conflict management resolution strategy internally and among partners.
  - d) A description of the applicant's general operations capacity. This should include a roll-out plan and the applicant's existing capacity for immediate mobilization (to establish offices, alliances, and staff presence in Lima and target regions as appropriate); the approach to addressing logistical and operational challenges; and an explanation of the overall functions of the human resources, procurement, financial, and other relevant units.
  - e) Identification of key personnel that includes a description of how each will contribute to the technical and/or administrative aspects of the activity. Applicants must include a position description with minimum requirements for each key personnel position proposed for the prime entity and subgrantees, if any. The application shall include, as an attachment, the following information: CVs of key personnel (must not exceed 2 pages), three references not associated with the applicant's organization and signed commitment letters of the proposed key personnel candidates. CV information and signed letters do not count toward the page limit. USAID/Ecuador may seek reference information from individuals outside of those identified in the proposal.
4. Past Experience (This information is not part of the 15-page limit).

The Applicant must provide past experience information for itself and each major sub-awardee/partner, if applicable. Past experience information shall be submitted as an annex during Phase Two of this procurement (see Section III.2. APPLICATION PREPARATION IN PHASE TWO). "Major sub-awardees" are those sub-awardees expected to perform at least 20 percent (as quantified by or calculated by level of effort for staff and/or total estimated direct expenditures) of the technical effort under the award being solicited. The Applicant must provide a record of relevant past experiences demonstrating ability to implement similar activities. USAID may use information obtained from other sources than those identified by the Applicant/Sub-awardee.

The applicant must provide information regarding its recent history of implementation for at least three cost reimbursement contracts, grants, or cooperative agreements involving similar or related programs in the past 5 years. The information provided for each project must not exceed two pages, and must follow the following structure:

- Name of the Awarding Organization.

- Award Number (if applicable).
- Activity Title.
- A brief description of the activity.
- Period of Performance.
- Award Amount and funding sources.
- Name of at least two updated professional contacts who most directly observed the work at the organization for which the service was performed with complete current contact information including telephone number, and e-mail address for each proposed individual.

If the applicant encountered problems with any of the referenced Awards, it may provide a short explanation and the corrective action taken. USAID reserves the right to obtain relevant information concerning an applicant's history of implementation from any sources and may consider such information in its review of the applicant's risk.

USAID may request additional information and conduct a pre-award survey if it determines that it is necessary to inform the risk assessment.

5. Detailed Cost Application (budget) Format (The budget does not count toward the 15-page limit)

The full cost application must be submitted with the technical application. The cost application must consist of a detailed budget in Microsoft Excel (appendix I), in US Dollars, which provides a detailed breakdown of all cost elements. The applicant must prepare a detailed narrative in Microsoft Word (Appendix II) to help reviewers understand the thinking, rationale and/or assumptions behind proposed cost elements and budget lines, and this information must not exceed 5 pages. The cost application does not count towards the page limit. Applicants may use the guidance provided in Appendix III.

The Applicant must sign and submit SF 424B (appendix IV) and [SF 424A](#) (appendix V) are required for the full cost application – See appendix IV.

END OF SECTION D

**[END OF SECTION D – ELIGIBILITY INFORMATION]**

## SECTION E: APPLICATION REVIEW INFORMATION

### I. Criteria

The merit review criteria prescribed here are tailored to the requirements of this particular NOFO. Applicants should note that these criteria serve to: (a) identify the significant matters which the applicants should address in their applications, and (b) set the standard against which all applications will be evaluated.

Technical and other factors will be evaluated relative to each other, as described here, and prescribed by the Technical Application Format. The Technical Application will be scored by a Merit Review Committee (MRC) using the criteria described in this section.

### II. Review and Selection Process

This NOFO will be evaluated using confidence ratings as detailed in Table below:

Adjective	Technical/Management/Personnel Definition
<b>Exceptional</b>	<p>An <b>Exceptional</b> application has the following characteristics:</p> <ul style="list-style-type: none"> <li>• A comprehensive and thorough application of exceptional merit.</li> <li>• Meets and fully exceeds the Government expectations or exceeds RFA requirements and presents very low risk or no overall degree of risk of unsuccessful award performance.</li> <li>• Strengths significantly outweigh any weaknesses that may exist.</li> </ul>
<b>Very Good</b>	<p>A <b>Very Good</b> application has the following characteristics:</p> <ul style="list-style-type: none"> <li>• An application demonstrating a strong grasp of the requirements.</li> <li>• Meets RFA requirements and presents a low overall degree of risk of unsuccessful award performance.</li> <li>• Strengths significantly outweigh any weaknesses that exist.</li> </ul>
<b>Satisfactory</b>	<p>A <b>Satisfactory</b> application has the following characteristics:</p> <ul style="list-style-type: none"> <li>• An application demonstrating a reasonably sound response and a good grasp of the requirements.</li> <li>• Meets RFA requirements and presents a moderate overall degree of risk of unsuccessful award performance.</li> <li>• Strengths outweigh weaknesses.</li> </ul>
<b>Marginal</b>	<p>A <b>Marginal</b> application has the following characteristics:</p> <ul style="list-style-type: none"> <li>• The application shows a limited understanding of the requirements.</li> <li>• Meets some or most of the RFA requirements but presents a significant overall degree of risk of unsuccessful award performance.</li> <li>• Weaknesses equal or outweigh any strengths that exist.</li> </ul>

<b>Unsatisfactory</b>	<p>An <b>Unsatisfactory</b> application has the following characteristics:</p> <ul style="list-style-type: none"> <li>• The application does not meet the RFA requirements or requires a major rewrite of the application .</li> <li>• Presents an unacceptable degree of risk of unsuccessful award performance.</li> <li>• Deficiencies and significant weaknesses demonstrate a lack of understanding of the Government’s needs.</li> <li>• Weaknesses and or deficiencies significantly outweigh any strengths that exist.</li> </ul>
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### 1. Merit Review

USAID will conduct a merit review of all applications received that comply with the instructions in this NOFO.

Applications in both phases will be reviewed and evaluated in accordance with the following criteria:

- a) The extent to which the proposed technical approach (including development context and proposed activities) represents a strategic, convincing, sound, and realistic approach to achieve the objectives and results specified in the Program Description.
- b) USAID is interested in unique ideas, creative approaches and out of the box solutions to address the development problem. As such, the applicant should demonstrate why and how its proposed strategies and approaches are unique and demonstrate how realistic they are to tackle the development problem in a sustainable manner, with short, medium, and long-term results in mind.
- c) The applicant should demonstrate how its proposed activities or interventions logically and realistically align with its proposed strategy and approach.
- d) The extent to which the applicant proposes a clear and realistic approach to intersectorality and its effect on improving the sustainability proposed interventions. The applicant should demonstrate how its experience, or the combined experience of its partners showcases familiarity with, involvement in journalism in Ecuador, or past programming on matters similar to the Development Problem Statement.
- e) The extent to which the proposed approach is differentiated, culturally appropriate, and inclusive of different groups of journalists affected by the problem (i.e. rural vs urban; affiliated vs independents; gender equality; etc.)
- f) The extent to which the applicant demonstrates a clear understanding of risks, and present mitigation measures or approaches that are appropriate, culturally and economically realistic and feasible.

For the purposes of this section, the terms sound, convincing, realistic are understood as logical, culture-specific, attainable, and grounded in evidence. Applicants should think of

the S.M.A.R.T model of presenting objectives and activities (Smart, Measurable, Attainable, Relevant and Time-bound).

## **2. Business Review**

The Agency will evaluate the cost application of the applicant(s) under consideration for an award as a result of the merit criteria review to determine whether the costs are allowable in accordance with the cost principles found in [2 CFR 200](#) Subpart E.

The Agency will also consider (1) the extent of the applicant's understanding of the financial aspects of the program and the applicant's ability to perform the activities within the amount requested; (2) whether the applicant's plans will achieve the program objectives with reasonable economy and efficiency; and (3) whether any special conditions relating to costs should be included in the award.

Proposed cost share, *if provided*, will be reviewed for compliance with the standards set forth in [2 CFR 200.306](#), [2 CFR 700.10](#), and the Standard Provision "Cost Sharing (Matching)" for U.S. entities, or the Standard Provision "Cost Share" for non-U.S. entities.

The AO will perform a risk assessment ([2 CFR 200.206](#)). The AO may determine that a pre-award survey is required to inform the risk assessment in determining whether the prospective recipient has the necessary organizational, experience, accounting and operational controls, financial resources, and technical skills – or ability to obtain them – in order to achieve the objectives of the program and comply with the terms and conditions of the award. Depending on the result of the risk assessment, the AO will decide to execute the award, not execute the award, or award with “specific conditions” ([2 CFR 200.208](#)).

**[END OF SECTION E – ELIGIBILITY INFORMATION]**

## **SECTION F: FEDERAL AWARD ADMINISTRATION INFORMATION**

### **V. Federal Award Notices**

Award of the agreement contemplated by this NOFO cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award.

### **VI. Administrative & National Policy Requirements**

The resulting award from this NOFO will be administered in accordance with the following policies and regulations.

For Non US organizations: [ADS 303, Standard Provisions for Non-U.S. Non-governmental Organizations](#). See [Annex I](#), for a list of the Standard Provisions that will be applicable to any awards resulting from this NOFO.

### **VII. Reporting Requirements**

#### **a. Financial Reports**

##### **i. Quarterly Projected Expenditures**

The Recipient will submit the Federal Financial Form (SF-425) on a quarterly basis via electronic format. Electronic copies of the SF-425 can be found at: <https://www.usaid.gov/forms/sf-425>.

The Recipient must submit a spreadsheet, within 10 days following the end of each USG Federal Fiscal Quarter (e.g., by October 10, January 10, April 10, and July 10), showing quarterly projected expenditures to the Agreement Officer Representative (AOR) in accordance with the schedule specified by the Regional Office of Financial Management (RFMO).

##### **ii. Quarterly Accruals Reports**

The Recipient is expected to submit accrual information to the AOR in accordance with the schedule specified by USAID/ Peru/RFMO.

#### **b. Planning, Monitoring, and Learning Reports**

##### **i. Annual Implementation Plan**

This document serves as a detailed guide to Activity implementation and once approved, represents an agreement as to the nature and timing of interventions and becomes a reference tool for the implementer and USAID to track progress on achieving the award objectives. Each annual implementation plan will form the basis for an annual management review conducted by USAID and the AOR to assess Activity directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions, as appropriate.

The Annual Implementation Plans will include proposed activities for the given year, time frame for implementation, detailed budget, review of previous year's accomplishments (if applicable), problems, and progress towards achieving the Activity's objectives.

All Annual Implementation Plans must be within the program description and must not alter the cooperative agreement program description or terms and conditions in any way; such changes may only be approved by the AO, in advance and in writing. Thereafter, if there are inconsistencies between the AIP and the program description or other terms and conditions of the agreement, the agreement will take precedence over the AIP.

**Due Date Year One:** Within sixty (60) calendar days of the start of the period of performance in Section A.3. This AIP will cover activities through the end of the current USG Federal Fiscal Year (October 1 – September 30). The first AIP must take into account the lessons learned and conclusions from the inception period.

**Due Date Subsequent Years:** August 31 of every year. It will cover the Activity from October 1 through September 30.

## ii. Activity Monitoring Evaluation and Learning Plan (AMELP)

The Recipient will be responsible for developing and implementing an Activity Monitoring, Evaluation, and Learning Plan (AMELP). This plan will describe the process for tracking and documenting progress against the Activity objectives and expected results, over the life of the Activity. Its implementation will be used to identify challenges and lessons learned; influence decision-making for ongoing improvement and resource allocation; and serve for adaptive management. The AMELP must describe the MEL strategies, approaches and tasks as stated in USAID Automated Directives System (ADS) 201.

It will contain at least the following sections:

### Introduction and/or Overview

This section will include a brief description of the Activity, its results framework, and the Systemic Change Statement.

### Monitoring Plan

This section will incorporate the monitoring approach including performance indicators of outputs and outcomes that must be clearly articulated to the results framework (or logic model) of the Activity. The main objective (or goal) and the higher-level objectives (or components) of the results framework must be aligned with at least one outcome indicator directly attributable to or affected by the Activity. All the objectives at the different levels of the results framework will include the necessary output indicators to track progress of the Activity. Baselines and targets for all performance indicators included must be settled and included in a summary table.

This plan will also include context indicators to track conditions and external factors out of the direct control of the Activity, that are relevant to its implementation and that will be used to monitor assumptions and risks identified in the results framework. No targets are required for context indicators. With the context indicators the Recipient should consider including at least

one indicator to track and to comply with climate risk mitigation. When selecting performance and context indicators, the Recipient must consider their relevance and accuracy according to the intended results of the Activity, as well as the time and resources required to collect and report each indicator data.

Some of the indicators proposed may include Foreign Assistance (F) Standard relevant for tracking progress of the expected results of the Activity. The Recipient will include this type of indicators in collaboration with the AOR and the MEL Specialists of USAID/Peru.

As part of the AMELP, per ADS 205.3.6, *“Integrating Gender Equality and Female Empowerment in USAID’s Program Cycle, Monitoring, Evaluation, and Learning”*, the Recipient must include gender sensitive indicators that focus on gender equality and female empowerment. Specifically, the indicators are to be designed to track changes in key gender gaps and male and female roles. The Recipient should also disaggregate information by gender and age and provide an analysis of the differing impacts on women, children, youth, and vulnerable groups, which may be ethnic communities, persons with disabilities, or the LGBTI community. The Recipient is encouraged to use USAID’s Standard “F” indicators related to gender where appropriate, and also to develop outcome indicators that quantitatively show the Activity’s impact on inequalities that exist in terms of gender and vulnerable populations.

Data for beneficiary population indicators proposed should be disaggregated by geography (department, municipality), sex, and where possible, by age, by vulnerable and minority groups including ethnic groups. The Recipient must include gender sensitive indicators that focus on gender equality and female empowerment. Specifically, the indicators will be designed to track changes in key gender gaps and male and female roles.

Beyond indicators, the Recipient will also incorporate as applicable other monitoring approaches that can provide qualitative insights, data collection on a more ad hoc basis, or more in-depth exploration into the achievement of results.

### **Evaluation Plan**

This section will include any plan for internal evaluations to be developed by the Recipient over the life of the Activity, the type of evaluation (performance or impact), purpose an expected use, and an initial approach to possible evaluation questions, estimated budget, planned start date, and estimated completion date. The evaluation plan will also include any plans for collaborating with any external evaluations planned by USAID, which entails ensuring that external or USAID-led evaluations will have access to appropriate data collected by the Recipient, such as performance monitoring data. As appropriate, the Recipient should plan to collect baseline information during the inception phase.

### **Collaborating, Learning and Adapting (CLA) Plan**

This section of the AMELP will identify learning questions that relate to the Activity theory of change, potential gaps in the theory of change or technical knowledge base, and how the Activity relates to others known by the Recipient. The CLA plan may also indicate how the activity will address learning questions or knowledge gaps and identify ways to allow for adjustments as circumstances change or learning evolves. It will also describe and indicate the

frequency of the learning and reflection activities that will be developed such as after-action reviews, workshops, and reports. It will also describe how knowledge and learning will be gained from implementation, evaluation findings, and monitoring data, among other sources, to adjust interventions and approaches, as needed.

### **Plan for Managing Data**

This section will have a full description of how the data and information will be collected, analyzed, and used, based on data quality standards referenced in ADS 201. This section will include the data collection methods, the formats in which data will be held and shared within the Recipient facilities, data security protocols and data analysis and use, bearing into consideration USAID's data quality standards.

This section must also include a preliminary identification of the Open Datasets to be collected and submitted in USAID's open data portal ([www.usaid.gov/data](http://www.usaid.gov/data)) according to ADS 579. If all the datasets cannot be identified to the moment of the AMEL Plan approval, it must include provisions on future collection and submission in compliance with references of the ADS 579, such as incorporation of metadata and standards for geographic data.

### **Knowledge Management Plan**

This section will describe how the Recipient will ensure that knowledge is generated, captured, shared, and applied systematically and strategically. As a fundamental aspect of the aforementioned, the Recipient must describe how it will achieve effective coordination and complementarity between the AMELP and the Communications and Outreach Plan.

### **Roles and responsibilities**

This section will describe the composition of the staff/personnel needed to carry out the monitoring, evaluation, and learning activities for the implementation of the AMEL Plan, including roles, responsibilities, and level of effort.

### **PIRS (Performance Indicator Reference Sheets) and CIRS (Context Indicator Reference Sheets)**

A PIRS and CIRS must be completed for all performance and context indicators included in the Monitor Plan. Each one describes all the relevant information necessary for those who collect or ultimately use the indicator data. The chosen "F" Standard indicators must comply with the existing Standard PIRS so that the results can be aggregated at USAID/Ecuador and other USAID levels. The Recipient may further define a "precise definition" according to the Activity's context in the standard PIRS as appropriate. However, the precise definition must be within the scope of the indicator's standard definition.

### **Annexes**

As per [ADS 201](#), every instrument or method used to collect or analyze information will be referenced and annexed to the AMELP. Annexes may include also other narratives and tables that the Recipient consider relevant for complementing the previous sections.

**Resources for AMELP development:** For guidance on the AMELP development please refer to ADS 201, How-to Note: Activity Monitoring, Evaluation, and Learning Plan and ADS Reference 201maf Performance Indicator Reference Sheet (PIRS).

**Elaboration and approval of the AMELP:** The AOR in collaboration with USAID/Peru's MEL Specialists, and other relevant stakeholders as appropriate, will engage in co-creation with the Recipient to review and finalize the AMEL Plan, will verify that the proposed indicators are consistent with and meet the data collection needs of the Mission, and approve or concur with the plan. The AMELP is a critical mandatory tool for planning, managing, documenting, and evaluating performance over the life of the Activity. If over the course of implementation, modifications to the AMELP become necessary, the changes to the Plan must be approved by the AOR.

**Due Date:** The AMELP must be submitted within sixty (60) calendar days of the start of the period of performance in Section A.3.

### iii. Communications and Outreach (C&O) Plan

USAID/Ecuador conducts public affairs to raise public awareness, understanding, and support for the role and contribution of U.S. assistance programs in Ecuador. The Recipient must support USAID's outreach to Ecuadorian and U.S. audiences by producing informative materials explaining USAID's efforts to assist the people and Government of Ecuador to achieve the Activity's objectives.

The C&O Plan must explain how the Recipient will create and implement a variety of appropriate outreach and communications tools and platforms to i) raise public awareness, understanding, and support for the Activity; ii) help advance the Activity's programmatic objectives in accordance with the requirements of Section A and C; and iii) contribute to knowledge management, including through close coordination with the AMELP. The Contractor will also include an annual Communications Calendar noting key elements and activities warranting public information and outreach activities. The C&O Plan must identify the audience (primary and secondary), format, schedule, and purpose of all internal and external communications products, including the required reports listed below.

The C&O Plan must identify appropriate external communications products. Illustrative examples of other products that might be included are electronic bulletins, infographics and/or newsletters. The C&O Plan must include a narrative section describing the strategic purpose for each outreach tool not listed among the required reports. Additionally, the C&O Plan must include a section describing the resource needs for each communications product, to ensure adequate planning and execution of the plan to produce high-quality, timely, succinct, and effective communications tools. The Plan must also describe how it articulates and complement the AMELP under the Knowledge Management (KM) umbrella; this must be evident in the C&O activities included in the annual implementation plans.

The draft C&O Plan will be refined jointly with the AOR and USAID's Development Outreach and Communications Specialist. The C&O Plan must align with the Branding Implementation Plan and Marking Plan, which describe how they will communicate to beneficiaries and stakeholder

audiences that the work of this award is from the American people per the Branding Strategy and USAID Branding Guidelines (see [www.usaid.gov/branding](http://www.usaid.gov/branding)).

**Due Date:** Sixty (60) calendar days of the start of the period of performance in Section A.3.

#### **iv. Safety and Security Plan (SSP)**

Implementing partners must take all reasonable precautions to minimize risks to all staff and beneficiaries. The Recipient must submit a location-specific SSP for proposed operational areas. The Recipient will use discretion in providing a level of detail appropriate to the operating context and variance in conditions across the targeted areas.

All personnel and operations funded under this award, including sub-awardees or other partners with substantive programmatic contributions, must be covered by a SSP. The Recipient must pay attention to the unique threats and vulnerabilities faced by their staff, beneficiaries, sub-awardees, etc., and directly address these threats and vulnerabilities in safety and security plans.

**The recipient is required to detail how they will oversee and handle issues related to sexual exploitation and abuse (PSEA). This includes the procedures for monitoring staff, beneficiaries, and sub-awardees, and the approach to managing any potential cases in line with local laws.**

Approval of the safety and security plan USAID/Ecuador.

**Due Date:** Sixty (60) calendar days of the start of the period of performance in Section A.3.

#### **v. Security Reports**

the Recipient must report any security threats and/or incidents impacting the implementation of the award, verbally or by telephone, immediately to the AOR or Alternate AOR in the AOR's absence. Subsequently, a written report must be promptly submitted. All sub-awardees will be required to report any threats/incidents to the prime Recipient, who will immediately after, notify the AOR.

At the minimum, a security incident report must contain the name of the Organization, name of the individual(s), date, time, a description of what happened, where the incident occurred, and any other relevant details surrounding the incident.

**Due Date: When an incident occurs.**

#### **vi. Close-out/Demobilization Plan**

Six months prior to the end of the Cooperative Agreement, a close-out/demobilization plan, including the proposed disposition of equipment, including vehicles, must be submitted to the USAID/Peru/ROAA Agreement Officer for approval with copy to the AOR. The close-out plan shall include a list of actions that are typically required for close-out activities such as: ensuring that all program activities are completed; conducting an analysis of progress to date and, if necessary, expediting timelines to ensure completion; a thorough pipeline analysis to ensure that there are sufficient funds available to finalize activities and complete all requirements;

ensuring that all reports are submitted in accordance with the terms and conditions of the agreement; ensuring that all subcontracts and/or sub-awards are completed and payments settled, if applicable. The recipient must submit a final inventory of all residual non-expendable property that was acquired or furnished by the Government under the Agreement and request disposition instructions for any property acquired or furnished by the Government under the program. Particular care should be taken regarding vehicles, since their legal transfer may require a special procedure that would need to be completed before the award ends.

**Due Date:** Six months prior to the end of the period of performance in [Section A.3](#).

### **c. Performance Reports**

#### **i. Quarterly Performance Progress Reports**

Inform on progress and activities of the preceding quarter under the Agreement. The report must describe the tasks completed in the last quarter relative to what was anticipated by the approved Annual Implementation Plan and will assess overall Activity's progress to date relative to the performance indicator targets.

**Due Date:** 30 calendar days following the end of each USG Federal fiscal year quarter. The submission of the first report will begin following the submission of the first AIP.

#### **ii. Annual Performance Progress Reports**

The fourth quarterly report shall also serve as the Annual Performance Report and should consolidate data from the previous quarterly reports in order to present annual totals for the numerical targets. The Annual reports shall include success stories for publication and focus on accomplishments, progress, and problems toward achievement of results, performance measures, indicators, and benchmarks (tied to targets) for the quarter and the entire previous fiscal year.

**Due Date:** Thirty (30) calendar days after September 30.

#### **iii. Final Performance Progress Report**

To include an executive summary of the Recipient's accomplishments in achieving results, targets, and impact; important research findings; comments and recommendations to USAID/Ecuador for future programming; and a fiscal report that describes how the Recipient's funds were used. The final report will highlight major successes achieved during the entire period of performance with reference to established targets and should also discuss any shortcomings and/or difficulties encountered. This report is to outline lessons learned and make recommendations for any future activity.

**Due Date:** Sixty (60) calendar days prior to the end of the period of performance in [Section A.3](#).

### **VIII. Environmental Compliance**

The activities under the potential award for the Fostering Accountability through Investigative Reporting (FAIR) NOFO, are among the classes of actions listed in [22 CFR 216.2\(c\)\(2\)](#) and have no foreseeable significant direct or indirect adverse effect on the environment. Therefore, under [22 CFR 216.2\(c\)\(1\)](#), neither an IEE nor an EA will be required for these activities. Instead,

a Categorical Exclusion is recommended for the projects/activities described above in Section 1.3 as follows:

<b>TABLE 3: RECOMMENDED DETERMINATION FOR CATEGORICAL EXCLUSION Project/Activity and Sub-Activity</b>	<b>Recommended Determination for Categorical Exclusion</b>
1. Training and technical assistance to journalists and journalism students on techniques and best practices to produce investigative reports on issues regarding transparency, organized crime, and other wrongful practices.	§216.2(c)(2)(i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.)
2. Technical assistance to media outlets on best practices to ensure financial and technical sustainability of their work to produce investigative reports.	§216.2(c)(2)(i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.)
3. Provision of small funding to individual journalists and/or outlets that will support the production of investigative stories for local or national media on corruption, organized crime, and other wrongful practices (e.g., cover costs of mobilization, lodging, per diems). No purchase of any type of equipment is contemplated.	§216.2(c)(2)(i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.)
4. Training and technical assistance to journalists and journalism students on evidence-based reporting that is accurate, responsible, and rigorous, to avoid mis and disinformation.	§216.2(c)(2)(i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.)
5. Fostering collaboration spaces between well-established journalists and/or outlets in major cities of the country and rural-based journalists and/or outlets for proper inclusion and participation.	§216.2(c)(2)(i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.)

**[END OF SECTION E – ELIGIBILITY INFORMATION]**

## **SECTION G: OTHER INFORMATION**

USAID reserves the right to fund any or none of the applications submitted. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. Any award and subsequent incremental funding will be subject to the availability of funds and continued relevance to Agency programming.

### **Applications with Proprietary Data**

Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purpose, should mark the cover page with the following:

“This application includes data that must not be disclosed, duplicated or used – in whole or in part – for any purpose other than to evaluate this application. If, however, an award is made as a result of – or in connection with – the submission of this data, the U.S. Government will have the right to duplicate, use, or disclose the data to the extent provided in the resulting award. This restriction does not limit the U.S. Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets {insert sheet numbers}.”

Additionally, the applicant must mark each sheet of data it wishes to restrict with the following:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application.”

**[END OF SECTION G]**

## **ANNEX I - STANDARD PROVISIONS**

### ***MANDATORY STANDARD PROVISIONS***

#### **M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS FAA (JUN 2012)**

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

1) The recipient must provide the Agreement Officer's Representative 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>

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 FAA (JUL 2015)**

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and landmark 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). 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. The AO 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 Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs 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 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 USAID AOR, with two copies of all program and communications materials produced under this award.

g. The recipient may request an exception from USAID 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 the AOR, 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.

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 FAA (JUN 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, USAID 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 USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

(END OF PROVISION)

**M4. DEBARMENT AND SUSPENSION FAA (JUN 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 the Agreement Officer. 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, USAID may disallow costs, annul, or terminate the transaction, debar, or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances-including the recipient's response to the situation and any additional information submitted-when USAID determines its response.

c. The recipient must notify the Agreement Officer 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 TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)**

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of

Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx/>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.

c. The Recipient must include this provision in all subawards and contracts issued under this award.

(END OF PROVISION)

**M6. TRAFFICKING IN PERSONS FAA (APR 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, USAID is authorized to terminate this award, without penalty, and is also authorized to 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 the Agreement Officer, 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 Agreement Officer 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 the cognizant Agreement Officer 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. The Agreement Officer 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 FAA (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 FAA (JUN 2016)**

### **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 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-Based and Community Initiatives Web site and 22 CFR 205.1.

### **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 financial assistance from USAID 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 retain 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)

## **M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE FAA (JUL 2014)**

(a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Assistance (IPN Portal)" means the single point where USAID posts proposed universal bilateral amendments for USAID

awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>.

"IPN Portal Administrator" means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

"Universal bilateral amendment" means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

(b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and
- (2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(c) Procedure to register for notifications.

Go to <https://sites.google.com/site/usaidipnforassistance/> and click the "Register" button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient's review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following:

- (1) (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;

(2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or

(3) Notify the AO that the Recipient declines to sign the amendment.

Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

(END OF PROVISION)

#### **M10. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)**

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 Recipient 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. Sec. 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. Sec. 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. The parties agree that this prohibition extends to cooperative agreements in addition to grants.

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 Recipient who has the responsibility to investigate, discover, or address misconduct.

(END OF PROVISION)

#### **M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY FAA (OCT 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), 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 the Agreement 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 the AOR 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](http://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).

(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.

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

“Subrecipient” 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. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)**

**(a) Definitions** for the purposes of this provision.

“Agent” means any individual, including a director, an officer, or an independent contractor, authorized to act on behalf of an organization.

“Child” means a person younger than 18 years of age.

“Child abuse” means emotional, physical, sexual, or any other ill-treatment carried out against a child by an adult.

“Child neglect” means a failure to provide for a child's basic needs in the absence of the child's parent or guardian when the care of the child is associated with the award activities.

“Emotional child abuse or ill-treatment” means injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics.

“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.

“Exploitation” constitutes any actual or attempted abuse of a position of vulnerability, differential power, or trust, including for the purposes of profiting monetarily, socially, or politically. When carried out for a sexual purpose this constitutes sexual exploitation.

“Physical child abuse” means acts or failures to act resulting in injury (not necessarily visible) or unnecessary or unjustified pain or suffering without causing injury, harm, or risk of harm to a child’s health or welfare, or death.

“Sexual abuse” constitutes any actual or threatened physical intrusion of a sexual nature toward another person whether by force or under unequal or coercive conditions. When carried out against a child by an adult, such conduct is considered sexual abuse even in the absence of force or unequal or coercive conditions.

**(b) Requirements.** In the performance of this award, the recipient must have and implement a set of publicly available standards, policies, or procedures to prevent, detect, address, and respond to allegations of exploitation, sexual abuse, child abuse, and child neglect that:

- (1) Prohibit employees, agents, interns, or any other person provided access or contact with beneficiaries, from engaging in any exploitation, sexual abuse, child abuse, and child neglect of any person during the period of performance, supporting or advancing these actions, or intentionally ignoring or failing to act upon allegations of these actions;
- (2) Are consistent with the Inter-Agency Standing Committee’s Six Core Principles Relating to Sexual Exploitation and Abuse, as amended, available at <https://psea.interagencystandingcommittee.org/update/iasc-six-core-principles> and the Keeping Children Safe Standards, available at <https://www.keepingchildrensafe.global/accountability/>;
- (3) Require reporting of suspicions or concerns related to violations of the prohibitions in paragraph (1) to the recipient;
- (4) Require a “survivor-centered approach” for responding to alleged violations of the prohibitions. Such an approach must ensure the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process;
- (5) When a child is involved, require a “best interest of the child determination” for responding to alleged violations of the prohibitions. This determination considers the best possible outcome for a vulnerable child who has been exposed to violence, abuse, exploitation, or neglect;
- (6) Include remedies for violations;
- (7) Monitor subrecipients, employees, agents, interns, or any other person provided access or contact with beneficiaries;

- (8) Details the actions that may be taken against subrecipients, employees, agents, interns, or any other person provided access or contact under the award who commit exploitation, sexual abuse, child abuse, and child neglect of any person or who fail to take reasonable steps to prevent it; and
- (9) Provide transparency on hiring, screening, and employment practices, including on rehiring or transfer and referencing for subsequent employers.

**(c) Compliance Plan.** For awards exceeding \$500,000, the recipient must develop, implement, and maintain a compliance plan, either in conjunction with or separate from the Trafficking in Persons Compliance Plan, that details risk analysis and mitigation measures that will be implemented during the period of performance of the award to prevent and address exploitation, sexual abuse, child abuse, and child neglect of any person, consistent with the requirements in paragraph (b) of this provision.

- (1) 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 particular risks presented by the operating context. The plan must include, at a minimum, the following:
  - (i) Reasonable measures to reduce the risk of exploitation, sexual abuse, child abuse, and child neglect. Where implementation of projects under this award may involve children, this includes limiting unsupervised interactions with children and complying with applicable laws, regulations, or customs regarding harmful image-generating activities of children;
  - (ii) An awareness program to inform employees, agents, interns, or any other person provided access or contact with beneficiaries about the requirements of this provision, including the activities prohibited, the action that will be taken in response to violations, and the mechanism(s) for reporting allegations;
  - (iii) A description of how beneficiaries and local community members:
    - A. Are made aware of the prohibited activities,
    - B. How they may report allegations, and
    - C. How (A) and (B) are carried out in a manner that is inclusive, culturally appropriate, and sensitive to the context;
  - (iv) Safe, accessible, and publicly available reporting mechanism(s) that may be integrated with any existing or similar such mechanisms, for anyone to confidentially report exploitation, sexual abuse, child abuse, and child neglect, with appropriate safeguards to protect whistle-blowers and survivors, including express protection against retaliation for reporting, and documented procedures for protecting personally identifiable information (PII) from unauthorized access and disclosure; and

- (v) Appropriate measures to protect survivors of or witnesses to activities prohibited in paragraph (b)(1) of this provision and not prevent or hinder cooperating fully with U.S. Government authorities.
- (2) The recipient must provide a copy of the compliance plan to the Agreement Officer upon request.

**(d) Notification.**

- (1) The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at [disclosures@usaid.gov](mailto:disclosures@usaid.gov), with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and
- (2) As soon as practicable, the recipient must provide in writing, as specified above: (i) additional information on any actions planned or taken in response to the allegation; and (ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident.
- (3) The Agreement Officer authorizes M/MPBP/RSC to correspond with the recipient for further information relating to the notification.
- (4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.

**(e) Remedies.** In addition to other remedies available to the U.S. Government, the recipient's failure to comply with the requirements of paragraphs (b), (c), and (d) of this provision may also result in the Agency initiating suspension or debarment proceedings.

**(f) Subrecipients.** The recipient must insert the terms of this provision, including this paragraph (f), in all subawards except to require subrecipients to notify the recipient. The recipient must forward such notifications as required in paragraph (d).

[END OF PROVISION]

**M14. MANDATORY DISCLOSURES (JUNE 2023)**

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 (OIG), with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients and contractors must disclose, in a timely manner, in writing to the USAID OIG and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 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 (NOV 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.

#### **M16. CONFLICT OF INTEREST (AUG 2018)**

a. A conflict of interest in the award, administration, or monitoring of subawards arises when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.

b. The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The recipient safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.

- d. The recipient must have a system or systems in place to address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward regardless of the amount funded under this award.
- e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.
- f. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.
- h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
- i. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

#### **M17. EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)**

For any Exchange Visitor Invitational Travel activities, the recipient must comply with this provision (see ADS 252 for more information on USAID's policies and internal procedures for Exchange Visitor visa requirements).

##### **a. Definitions:**

An Exchange Visitor (EV) is any foreign national who is traveling to or is already in the United States as a beneficiary (not provider) of USAID development assistance for any purpose, including invitational travel, and is financed in whole or in part, directly or indirectly, by USAID. All USAID-sponsored EVs must obtain, use, and abide by the terms of the J-1 visa exclusively even if they already have a valid nonimmigrant visa (e.g., B-1/B-2). All Individuals traveling under Invitational Travel (see ADS 522) must also travel on a J-1 visa as a USAID-sponsored EV. Foreign government officials and their immediate family members who qualify for an A diplomatic visa having recognized diplomatic titles, privileges, and immunities are not included in this definition. Training and Exchanges Automated Management System (TEAMS) is USAID's data system for the reporting of information on all USAID Exchange Visitor activities. TEAMS is USAID's single repository of EV data. TEAMS is a web-based application that helps Missions, contractors, recipients, and contractor/recipient systems at various locations to collaborate in approving and reporting EVs. The system serves as USAID's data interface with the Department of Homeland Security (DHS) Student and Exchange Visitor Information System (SEVIS).

- b. **Visa Compliance Requirement:** In accordance with 22 C.F.R. Part 62, the Department of State has designated USAID as a sponsor for exchange visitor programs. This award constitutes the written agreement between the recipient and USAID that authorizes the recipient to act on behalf of USAID in the conduct of any exchange visitor activities in the Program Description of this award. The recipient must ensure that any EV-sponsored under the award must obtain, use, and abide by the terms of the J-1 visa even if the EV already has a valid non-immigrant visa (e.g., B-1/B-2). Any exception to the requirement for an EV to obtain, use, and abide by a J-1 visa must be approved by the Mission Director or USAID/W Office Director in accordance with the procedures in ADS 252.
- c. **Program Monitoring and Data Reporting:** The recipient must monitor EVs' progress during their program and ensure that problems are identified and resolved quickly. The Agreement Officer's Representative (AOR) will arrange for the TEAMS helpdesk ([TEAMS@usaid.gov](mailto:TEAMS@usaid.gov)) to provide the recipient with access to and instructions for using USAID's TEAMS, where the recipient will report and manage EV data.
- d. **Health and Accident Insurance:** The recipient must enroll EVs 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 252 Visa Compliance for Exchange Visitors. Any dependent(s) must provide proof of health insurance.
- e. **Immigration Requirements:** The recipient must ensure that all EVs 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).
- f. **Language Proficiency:** The recipient must verify that an EV is proficient in English if the individual will undertake a U.S.-based Exchange Visitor program that is conducted in English. Even if accompanied by an interpreter, the EV must have sufficient English language skills to understand and respond to basic questions at the U.S. port of entry. USAID cannot waive this external requirement of English language proficiency determination (see **22 CFR 62.10(a)(2)**). Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.
- g. **Pre-arrival Orientation:** The recipient must ensure that EVs receive pre-arrival orientation to prepare them for their trip to the United States. Pre-arrival orientation as set forth in 22 CFR 62.10(b) covers program objectives, administrative and policy review, cultural aspects, and training/learning methods, and USAID's conditions of sponsorship.
- h. **Conditions of Sponsorship:** The recipient must ensure that all EVs read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID Form 252-1). The recipient immediately must report to the Responsible Officer any known violations by EVs. The Responsible Officer is the designated official in charge of maintaining USAID's official designation as an EV program sponsor (see ADS 252).

- i. **Fly America:** If applicable, the recipient must comply with the Fly America Act requirements for international air travel and transportation required for EVs and any authorized dependents under this award.

#### **M18. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)**

The Paperwork Reduction Act of 1980 ([44 U.S.C. chapter 35](#)) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from ten or more members of the public. The information collection and recordkeeping requirements contained in [ADS Chapter 303](#) and its mandatory references have been approved by OMB.

<b>Standard Provision</b>	<b>Burden Estimate</b>	<b>OMB Approval Number</b>	<b>Expiration Date</b>
Debarment and Suspension	4 hours	0412-0510	09/30/2025
Ocean Shipment of Goods	4 hours	0412-0510	09/30/2025
Trafficking in Persons	8 hours	0412-0510	09/30/2025
USAID Implementing Partner Notices (IPN) Portal Assistance	4 hours	0412-0510	09/30/2025
Mandatory Disclosures	40 hours	0412-0510	09/30/2025
Conflict of Interest	8 hours	0412-0510	09/30/2025
Fly America Act Restrictions	4 hours	0412-0510	09/30/2025
Voluntary Population Planning Activities – Supplemental Requirements	8 hours	0412-0510	09/30/2025
Investment Promotion	8 hours	0412-0510	09/30/2025
Reporting Host Government Taxes	1 hour	0412-0510	09/30/2025
Protection of Human Research Subjects	24 hours	0412-0510	09/30/2025
Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect	20 hours	0412-0624	08/31/2026

#### **M19. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)**

- a) Construction is not permitted under this award unless specifically identified in paragraph d) below and in the milestone plan.

- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration, and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. The term does not include emplacement and removal of prefabricated structures and humanitarian shelters that are designed and constructed to be readily moved, erected, disassembled, stored, and reused (i.e., “relocatable buildings”), unless the emplacement and removal of the relocatable building requires site preparation work that otherwise meets the definition of construction.
- c) “Improvements, renovation, alteration, and refurbishment” means – any betterment or change to an existing property to allow its continued or more efficient use within its designed purpose (renovation), or for the use of a different purpose or function (alteration). Improvements also include improvements to or upgrading of primary mechanical, electrical, or other building systems. “Improvements, renovation, alteration, and refurbishment” does NOT include non-structural, cosmetic work, including painting, floor covering, wall coverings, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduits that does not affect structural elements, and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.). It also does NOT include repairs used in humanitarian assistance which constitute minor fixes to physical elements of a currently serviceable structure, if those repairs do not significantly impact or change the primary mechanical, electrical, or structural elements of the real property.
- d) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph e) below.
- e) Description  
**Construction is not eligible for reimbursement under this award.**
- f) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

**[END OF MANDATORY PROVISIONS]**

**Please note that the resulting award will include all standard provisions (both mandatory and required as applicable) in full text.**

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS**

**RAA1. ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)**

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.

- e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard Form-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. In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. 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. An advance may not exceed 30 days of the organization's projected expenses. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted:
  - (1) Every 30 days covering a 30-day period;
  - (2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or
  - (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.

- g. The recipient must submit an SF-270, SF-425, or SF-1034 (*with the words "Liquidation of Advances" printed at the top of the form*), quarterly, no later than 30 days after the end of the quarter, to the paying office specified in this award in order to liquidate outstanding advances. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

Within 90 days following the expiration of this award, the recipient must submit the final financial report using the SF-270, SF-425, or SF-1034 showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

- h. When this award expires, the recipient must immediately return all unexpended funds that USAID has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.
- 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 \$500 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

## **RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)**

- a. The recipient must submit to the payment office noted in this award, a fully completed and signed SF-1034, Public Voucher for Purchases and Services Other Than Personal and SF 1034A, Continuation of SF 1034, bi-weekly or monthly, but not less frequently than quarterly. The Standard Form-270 Request for Advance and Standard Form-425 Federal Financial Report can also be used. Each voucher must be identified by this award number, must state the total costs for which reimbursement is being requested. The recipient is encouraged to submit reimbursement documentation in electronic form via e-mail attachment to the e-mail address shown for the payment office. Reimbursement documentation may also be submitted by facsimile or in paper form to the payment office fax number or address provided in this award.
- b. The Standard Forms can be obtained from the GSA forms Web site at:

<http://www.gsa.gov/portal/forms/type/SF> or may also be obtained from the USAID payment office.

- b. Notwithstanding any other term of this award, USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

#### **RAA5. INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)**

- a. The recipient will be paid a de minimis rate of ten percent of its modified total direct costs (MTDC) to cover indirect costs, as provided below. Indirect costs are common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses. The actual rate will be established in the award budget.
- b. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the prior written approval of the Agreement Officer.
- c. The recipient must consistently charge its costs as either indirect or direct costs but must not double charge or inconsistently charge the same cost or categories of costs as both.
- d. If chosen, once elected, this rate and methodology must be used consistently for all Federal awards until the recipient has an approved Negotiated Indirect Cost Rate.

[END OF PROVISION]

#### **RAA6. UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022)**

- a. **Requirement for System for Award Management (SAM).** Unless exempted from this

requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. The recipient must review and update the information at least annually after the initial registration, and more frequently, if required by changes in its information or another Federal award term.

**b. Requirement for Unique Entity Identifier.** If authorized to make subawards under this Federal award, the recipient:

- (1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward under this award until the entity has provided its Unique Entity Identifier.
- (2) May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

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

- (1) *System for Award Management (SAM)* means the Federal repository into which a recipient 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 <https://www.sam.gov>).
- (2) *Unique Entity Identifier (UEI)* means the identifier assigned by SAM to uniquely identify business entities.
- (3) *Entity* includes non-Federal entities as defined in 2 CFR 200.1 and also includes all of the following, for purposes of this part:
  - a. A foreign organization;
  - b. A foreign public entity;
  - c. A domestic for-profit organization; and
  - d. A Federal agency.
- (4) *Subaward* has the meaning given in 2 CFR 200.1.
- (5) *Subrecipient* has the meaning given in 2 CFR 200.1.

**d. Exceptions for Subawards.** The requirements of this provision to obtain a UEI and maintain a current registration in the SAM do not apply at the subaward level to:

- (1) Awards to individuals.
  - (2) Awards less than \$25,000 to foreign organizations to be performed outside the United States when the AO makes a determination on a case-by-case basis using a risk-based approach that registration is impracticable.
  - (3) Awards where the USAID Assistant Administrator or Mission Director determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.
- e. This provision does not need to be included in subawards.

[END OF PROVISION]

#### **RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2022)**

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

- (1) Applicability. Unless exempt as provided in paragraph d. of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
- (2) Where and when to report.
  - (i) The non-Federal entity or Federal agency 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. The recipient must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov) specify.

##### **b. Reporting total compensation of recipient executives for non-Federal entities.**

- (1) Applicability and what to report. The recipient must report total compensation

for each of its five most highly compensated executives for the preceding completed fiscal year, if –

- (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - (ii) In the preceding fiscal year, the recipient 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, 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).)
- (2) Where and when to report. The recipient must report executive total compensation described in paragraph b.(1) of this award term:
- (i) As part of its 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 the recipient is exempt, as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, it must report the names and total compensation of each of the subrecipient's five most highly compensated executives for 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).)
- (2) Where and when to report. The recipient 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 the recipient makes 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), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions.**

If in the previous tax year the recipient had gross income, from all sources, under \$300,000, it is 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) *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

- (2) *Non-Federal 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; and
  - (iv) A domestic or foreign for-profit organization.
- (3) *Executive* means officers, managing partners, or any other employees in management positions.
- (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 the recipient received this award and awarded to an eligible subrecipient.
  - (ii) The term does not include the procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
  - (iii) A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
- (5) *Subrecipient* means a non-Federal entity or Federal agency that:
- (i) Receives a subaward from the recipient under this award; and
  - (ii) Is accountable to the recipient for the use of the Federal funds provided by the subaward.
- (6) *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.

#### **RAA8. SUBAWARDS (DECEMBER 2014)**

- a. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- b. The recipient remains responsible for the work that is subawarded, and therefore, the recipient must comply with the following:
  - (1) Subrecipient's responsibility: The recipient must determine that the subrecipient possesses the ability to perform successfully under the terms and conditions of a proposed award, taking into consideration the subrecipient's integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The recipients must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals."
  - (2) Enter into a written subaward: All subawards must contain the following:

- (i) Program description, budget, and period of performance,
  - (ii) Terms and conditions to define a sound and complete agreement,
  - (iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted.
  - (iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.
- c. Unless otherwise approved by the USAID Agreement Officer, the recipient must not provide funds to the governments of or entities controlled by the governments of countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

## **RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)**

### **a. TRAVEL COSTS**

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the Agreement Officer. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the

allowable exceptions from the applicable cost principles.

**b. FLY AMERICA ACT RESTRICTIONS**

- (1) 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.
- (2) 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 pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:
  - (i) 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>).
  - (ii) 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/>):
    - a. Australia on an Australian airline,
    - b. Switzerland on a Swiss airline, or
    - c. Japan on a Japanese airline;
  - (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
  - (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
  - (v) 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
  - (vi) 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) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "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.
- (3) "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>. 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.
- (4) 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]

**RAA11. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)****a. Definitions.** As used in this provision--

*Foreign government* includes any foreign governmental entity.

*Foreign taxes* include value-added taxes and customs duties but not individual income taxes assessed to local staff.

*Local Staff* means Cooperating Country National employees.

**b. Annual Report**

- (1) The recipient must submit a report detailing foreign taxes assessed under this award the prior U.S. Government fiscal year. The report must be submitted annually by April 16.
- (2) A report is required even if the recipient did not pay any foreign taxes during the reporting period. A cumulative report may be provided if the recipient is performing more than one award in the foreign country.

**c. Contents of report.** The report must contain:

- (1) Recipient name.
- (2) Contact name with phone number and email address.
- (3) Award number(s).
- (4) Amount of foreign taxes assessed by each foreign government (listed separately) under this award during the prior U.S. Government fiscal year.
  - (i) Taxes assessed on any individual transaction of less than \$500 should not be reported.
  - (ii) The recipient must report only foreign taxes assessed by a foreign government receiving U.S. assistance under this award. The recipient must not report on foreign taxes assessed by a third-party foreign government.
- (5) Any reimbursements of foreign taxes received by the recipient on the taxes in paragraph (c)(4) of this provision received through the date of the report.

- d. *Submission of report.* The recipient must submit the report to: [*Agreement Officer must insert address and point of contact at the Embassy or Mission in the country in which the award will be performed, or CFO/CMP for USAID/W-issued awards, as appropriate*], with a copy to the Agreement Officer's Representative.
- e. *Subawards and contracts.* The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient must collect and incorporate into the recipient's report all information received from subawardees and contractors pursuant to this provision.

[END OF PROVISION]

#### **RAA27. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)**

- (a) By submission of an application and execution of the award, the applicant/recipient agrees that at least fifty (50) percent of the cost of award performance incurred for personnel must be expended for employees of the prime/local entity.
- (b) By submission of an application and execution of the award, the Applicant/Recipient represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:
  - (1) Is legally organized under the laws of;
  - (2) Has as its principal place of business or operations in;and
  - (A) is majority owned by individuals who are citizens or lawful permanent residents of; and
  - (B) is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this award will be primarily performed.
- (c) For purposes of this provision, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

[END OF PROVISION]

## **RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2022)**

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

### **WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)**

(a) The Contractor must--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and [USAID's DBA insurance carrier](#) unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits (see AIDAR 728.305-70(a) for more information on DBA waivers). The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the [DEFENSE BASE ACT \(DBA\) WAIVER LIST](#).

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

**[END OF REQUIRED AS APPLICABLE PROVISIONS]**

**[END OF STANDARD PROVISIONS]**

**ANNEX 2 – ATTACHMENTS, EXHIBITS AND OTHER DOCUMENTS**

- APPENDIX I – BUDGET TEMPLATE
- APPENDIX II – BUDGET NARRATIVE TEMPLATE
- APPENDIX III – GUIDELINES FOR COST APPLICATION PREPARATION
- APPENDIX IV – STANDARD FORM SF 424B
- APENDIX V - STANDARD FORM SF 424A

**[END OF ANNEX 2]**

**[END OF REQUEST FOR APPLICATIONS 72051824RFA00001]**