
**U.S. DEPARTMENT OF STATE
AWARD PROVISIONS FOR
FOREIGN PUBLIC ENTITIES**



NOTE: Below are the Award Provisions that accompany Department of State (DOS) Federal Assistance awards to Foreign Public Entities (FPEs), including Public International Organizations (PIOs). Text in red is internal instruction to the Grants Officer and should not be included in the Notice of Award. All data elements are mandatory unless otherwise indicated. This is not the format for issuing voluntary or assessed contributions to an international organization. Note that for awards to FPEs, the Award Provisions below replace the Department of State Standard Terms and Conditions.

A Department of State (DOS) Notice of Award for Foreign Public Entities (FPEs) consists of the following two mandatory components:

- DS-1909 Federal Assistance Award Coversheet
- Award Provisions for Foreign Public Entities (data elements below)
- All applicable laws

DATA ELEMENTS:

1. Federal Assistance Identification Number (FAIN):

[SXXXXXX26XXXXXX]

2. Amount of Award: \$[XXX]

3. Purpose and Objectives of Award:

4. Grants Officer (GO):

The Grants Officer is responsible for exercising prudent management of this award and is the only individual authorized to award, amend, suspend, and terminate financial assistance awards. In addition, the Grants Officer is responsible for coordination and liaison with the Recipient. This individual receives appropriate material from the Grants Officer Representative and/or the Recipient for review. The Grants Officer's name, address, telephone number and email address are:

[Insert Name]

[Organization Name]

[SXXXXX26XXXXXX]

[Insert Bureau / Mission / Section]

[Insert Address]

Telephone: **[Insert Phone #]**

Email: **[Insert Email]**

5. Grants Officer Representative (GOR)

The Grants Officers Representative (GOR) for this award is responsible for coordinating the programmatic and administrative aspects of this award. The GOR's name, address, telephone number, and email address are:

[Insert Name]

[Insert Bureau / Mission / Section]

[Insert Address]

Telephone: **[Insert Phone #]**

Email: **[Insert Email]**

6. Recipient Point of Contact and Signatory

- a. The Recipient must inform the Grants Officer in writing of the name of its representative authorized to administer the award and bind the Recipient.
- b. The Recipient Point of Contact name, title, address, telephone number, and email address is:

[Insert Name]

[Insert Title]

[Insert Address]

Telephone: **[Insert Phone #]**

Email: **[Insert Email]**

- c. The Recipient Signatory name, title, address, telephone number, and email address is:

[Insert Name]

[Insert Title]

[Insert Address]

Telephone: **[Insert Phone #]**

Email: **[Insert Email]**

7. Payment Method:

If the payment method is through the Department of Health and Human Services Payment Management System (PMS), use the following provision:

Payments under this award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS). The Payment Management System instructions are available under the PMS website and can be accessed at the following address: <http://www.dpm.psc.gov/>. Recipients should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand.

Or

If the payment method is through Automated Clearing House Electronic Funds Transfer (ACH/EFT), USG Cash or Cashier Check -- SF-270 Request for Advance or Reimbursement -- use the following provision:

The Standard Form 270 (SF-270) Request for Advance or Reimbursement is used to request payments in the amounts required by the Recipient to carry out the purpose of this award. The SF-270 must identify the period for which payment is being claimed/requested; be numbered consecutively and be signed by the organization's authorized requesting official. Each payment request must equal the amount of expenditures anticipated or actually incurred during the period covered by the request, less any unexpended funds remaining from prior payments.

When submitting a request for payment, use the address provided on the DS-1909 Federal Assistance coversheet. Requests for payments must be submitted in sufficient time to allow at least fourteen (14) working days for processing.

8. Post-Award Compliance

The Department of State Award Provisions for Foreign Public Entities are included below and made part of this Notice of Award.

The Recipient must comply with these award provisions during the award/project period, as well as with any assurance and certifications made part of the Notice of Award. Subrecipients must be informed of, and must comply

with, any applicable terms and conditions in this award during the award period.

9. Authorized Budget

Note: FPEs may use an alternative summarized activity budget format in lieu of the standard budget categories as described below. However, the line-item budget is preferred, as it conforms to OMB's standard format and cost classifications. PIOs may have a fixed indirect rate, which has been agreed to by member states. This indirect rate is not considered a NICRA nor is it limited by the 15% de minimis rate in 2 CFR 200, which does not apply to PIOs.

[Optional]:

See Specific Award Conditions for restrictions on expenditures under this award.

Summarized Activity Budget

Grant Activity	Amount
1. Activity 1	
2. Activity 2	
Total	

Or

Standard Budget Format

Budget Categories	Amount
1. Personnel	
2. Fringe Benefits	
3. Travel	
4. Equipment	
5. Supplies	
6. Contractual	
7. Construction	
8. Other Direct Costs	
9. Total Direct Costs (lines 1-8)	

10. Indirect Costs	
11. Total Costs (lines 9-10)	
12. Cost-Sharing	

10. Allowable Costs

- a. The Recipient will be reimbursed for costs incurred in carrying out the purposes of this award, which are reasonable, allocable, and allowable.
 - (1) "Reasonable" means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.
 - (2) "Allocable" means those costs that are necessary to this award.
 - (3) "Allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in this award. Alcohol is not an allowable cost under this award.
- b. The Recipient is encouraged to obtain the Grants Officer's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

11. Revision of Award Budget

- a. The approved award budget is the financial expression of the Recipient's program as approved during the award process.
- b. The Recipient must immediately request approval from the Grants Officer when there is reason to believe that within the next 30 calendar days a revision of the approved award budget will be necessary for any of the following reasons:
 - (1) To change the scope or the objectives of the program or to add any new activity.
 - (2) To revise the funding allocated among program objectives or direct cost categories by more than 10 percent of the total budget amount.

(3) The project goals and objectives cannot be completed within the approved budget amount.

- c. Except as required by other provisions of this award specifically stated to be an exception from this provision, DOS will not be obligated to reimburse the Recipient for costs incurred in excess of the total amount obligated under the award. The Recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Grants Officer notifies the Recipient in writing that such obligated amount has been increased and specifies the new award total amount.

12. Award/Project Period

The award/project period of performance is shown on the DS-1909 Federal Assistance Award coversheet. All expenditures paid with funds provided by this award must be incurred for authorized activities that take place during this period unless otherwise stipulated. In the event the time prescribed herein should prove insufficient for the Recipient to carry out the program provided for herein, the Grants Officer may provide such extension of the period of the award as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the Award for this purpose. All requests for extensions must be received in writing at least ten days prior to the expiration date.

13. Amendment

This document constitutes the entire agreement between the parties. No amendment changing its scope or terms shall have any force or effect unless it is in writing and signed by the Grants Officer for the Department of State and a duly authorized representative for the Recipient.

14. Non-Liability

The DOS does not assume liability for any third-party claims for damages arising out of this award.

15. Notices

Any notice given by DOS or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted by e-mail, as follows:

- To the DOS Grants Officer and/or Grants Officer Representative, at the address specified in the Notice of Award.
- To Recipient, at the address shown in the award or such other address designated within the Notice of Award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

16. Refunds

- a. If the Recipient earns interest on Federal advances before expending the funds for program purposes, the Recipient must remit the interest annually. Refunds should not be returned to DOS; contact the Grants Officer for instructions on remitting to the U.S. government through the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Interest amounts up to \$500 per year may be retained by the Recipient for administrative expenses.
- b. Funds obligated by DOS, but not disbursed to the Recipient before the award expires or is terminated, will revert to DOS, except for funds committed by the Recipient to a legally binding transaction applicable to this award. Any funds advanced to, but not expended by, the Recipient before the time of expiration or termination of the award must be refunded to DOS, except for funds committed by the Recipient to a legally binding transaction applicable to this award.
- c. If, at any time during the life of the award, or as a result of final audit, it is determined that DOS funds provided under this award have been expended for purposes not in accordance with the terms of this award, the Recipient must promptly refund such amount to DOS.

17. Suspension and/or Termination Procedures

This award may be suspended or terminated, in whole or in part, by either party at any time with 30 days written notice of suspension or termination.

- a. Upon receiving a suspension and/or termination notice from the Grants Officer, the Recipient must take immediate action to cease all expenditures financed by this award and to cancel all unliquidated obligations if possible. The Recipient may not enter into any additional obligations under this award after receiving the notice of termination, other than those reasonably necessary to affect the close out of this award. Except as provided below, no further reimbursement will be made after the effective date of termination.
- b. As soon as possible, but in any event no later than 120 days after the effective date of termination, the Recipient must repay to DOS all unexpended DOS funds that are not otherwise obligated by a legally binding transaction applicable to this award.
- c. If the funds paid by DOS to the Recipient before the effective date of termination are not sufficient to cover the Recipient's obligations under a legally binding transaction, the Recipient may submit a written claim for such amount to DOS within 120 days after the effective date of termination. The Grants Officer will determine the amount(s) to be paid by DOS to the Recipient under such claim in accordance with the "Allowable Costs" provision of this award.

18. Audit and Records

Use for foreign government entities and non-UN organizations when DOS is not the sole contributor under the award program.

The Recipient is required to maintain books, records, documents, and other evidence in accordance with the Recipient's usual accounting procedures to sufficiently substantiate charges to the award. The Recipient confirms that this program will be subject to an independent audit in accordance with the Recipient's usual auditing procedures, and agrees to furnish copies of these audit reports to DOS along with such other related information as may be reasonably requested by DOS with respect to questions arising from the audit report.

Or

[Organization Name]

[SXXXXX26XXXXXX]

Use for foreign government entities and non-UN organizations when DOS is the sole contributor under the award program.

The Recipient is required to maintain books, records, documents, and other evidence in accordance with the Recipient's usual accounting procedures to sufficiently substantiate charges to the award. The Recipient agrees to make available to DOS or the Comptroller General of the United States all records and documents that support expenditures made under this program.

Or

Use for all awards to the United Nations (UN) or its subsidiaries. When this provision is used, edit the "Reporting and Evaluation" provision to include the appropriate level of required reporting.

- a. The Recipient agrees to furnish the U.S. Government with a final report on activities carried out under this award, including accounting for award funds in sufficient detail to enable DOS to liquidate the award.

Optional: The report must be submitted to the U.S. Mission to the UN in New York for forwarding to the DOS program office, as well as submitted according to the Reporting and Evaluation provision below.

- b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the Recipient's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this award.
- c. The Recipient confirms that the award account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

19. Reporting and Evaluation

[Insert reporting requirements that are appropriate for this award]

Programmatic Reporting:

[Organization Name]

[SXXXXX26XXXXXX]

[include frequency and due dates; information on what to include in report, including reporting on indicators; and instructions on where to send or how to upload reports]

Financial Reporting:

[include frequency and due dates; link to SF-425 form or instructions on completing report in the Payment Management System, if applicable; where to send or how to upload the reports]

Final Financial and Programmatic Reporting:

[include due dates; information on format and what to include; and instructions on where to send or how to upload reports]

20. Terrorist Financing

Use with all PIO awards, except the UN or its subsidiaries:

U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism, including 18 U.S.C. § 2331. It is the responsibility of the Recipient to ensure compliance with these laws. This provision must be included in all contracts or sub-awards/agreements issued under this award.

Or

Use with all awards made to the UN or its subsidiaries:

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both DOS and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DOS to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Recipient undertakes to use reasonable efforts to ensure that none of the DOS funds provided under this award are used to provide support to individuals or entities associated with terrorism.

21. Publications and Media Releases

The Recipient shall provide the project office and Grants Officer with one copy of all published works developed under this award and with lists of other written work produced under this award.

22. Branding and Marking

- a. The Department of State, its programs, and U.S. Government funding and assistance should be easily identifiable to the Department's global audiences.
- b. Recipients of federal assistance awards must follow the branding guidance published at [Guidance for Contracts and Grants - U.S. Department of State Brand System](#). Branding policy exceptions are outlined in the U.S. Department of State Foreign Affairs Manual [10 FAM 416, Policy Exceptions](#).
- c. The recipient must appropriately acknowledge the U.S. Government support in all dealings with program participants, and in press releases, ceremonies, dedications, interviews, publicity, etc. Furthermore, the recipient must coordinate publicity, ceremonial events, dedications, etc., with the sponsoring Department office or embassy office and public affairs officer. For all Department-funded awards, any publications or articles resulting from the award must acknowledge the support of the Department and include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant or cooperative agreement from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State." The recipient must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the award.
- d. Any products that acknowledge U.S. Government support must be approved by the GOR, with the Grant Officer's authorization, prior to release or publication. For general questions about the Department's marking policy and overall branding strategy, please contact the GOR [or GO].
- e. Except as otherwise provided in the terms and conditions of the award, the author or the Recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but DOS reserves a royalty-free nonexclusive

and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U. S. Government purposes.

23. Trafficking in Persons

[Required when the Recipient plans to provide subawards to private entities, as defined below, under this award. If no subawards are anticipated, the Grants Officer may delete the entire section. If the Grants Officer expects that subawards will be made under this award, the following provision must be inserted in its entirety.]

As a Foreign Public Entity (FPE), this award provision does not apply to the Recipient. This award provision *does* apply to subawards issued by the Recipient to subrecipients that meet the definition of private entity defined in paragraph c. of this award provision. The recipient must incorporate this award provision in its entirety into any subaward agreement to a private entity.

a. Provisions applicable to a subrecipient that is a private entity.

(1) Under this award, the subrecipient and its employees must not engage in:

- i Severe forms of trafficking in persons;
- ii The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- iii The use of forced labor in the performance of this award or any subaward; or
- iv Acts that directly support or advance trafficking in persons, including the following acts:

(A)

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

(B)

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 the Federal department or agency providing or entering into the grant or cooperative agreement; 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.
 - v 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;
 - vi Charging recruited employees a placement or recruitment fee; or
 - vii Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) DOS may unilaterally terminate this award or take any remedial actions described in paragraph d. of this award provision, without penalty, if any private entity under this award:
 - i Is determined to have violated a prohibition in paragraph a.(1) of this award provision; or
 - ii Has an employee that is determined to have violated a prohibition in paragraph a.(1) of this award provision through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided paragraph e. of this award provision.
- b. Provisions applicable to a recipient with subaward(s) to a private entity.
 - (1) The recipient must inform the DOS and the Office of the Inspector General of the Department of State immediately of any information you receive from any source alleging a violation of a

prohibition in paragraph a.(1) of this award provision.

- (2) DOS' right to unilaterally terminate this award as described in paragraph b.(2) of this award provision is in addition to all other remedies for noncompliance that are available to the DOS under this award.
 - (3) The recipient must include the requirements of paragraph a.(1) of this award provision in any subaward it makes to a private entity.
 - (4) If applicable, the recipient must also include the compliance plan and certification requirements in award provision 23 of this award agreement in any applicable subagreement.
- c. Definitions. For purposes of this award provision:
- (1) Employee means either:
 - i An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - (2) Private Entity means any entity, including for-profit organizations, non-profit organizations, institutions of higher education, and hospitals. The term does not include:
 - i Foreign public entities: Means foreign governments or foreign governmental entities; public international organizations entitled to privileges, exemptions; entities owned, in whole or in part, or controlled by foreign governments; and any other entities composed wholly or partially of one or more foreign governments or foreign governmental entities
 - ii Indian Tribes: Means any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native village or regional or village corporation that is recognized by the United States as eligible for the special programs and

services provided by the United States to Indians because of their status as Indians.

- iii States: Means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.
 - iv local governments: Means as any unit of government within a State within the United States.
- (3) Severe forms of trafficking in person: This term means:
- i sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - ii the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (4) Commercial sex acts: Means any sex act on account of which anything of value is given to or received by any person.
- (5) Sex trafficking: Means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.
- (6) Abuse or threatened abuse of law or legal process: Means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.
- (7) Coercion: This term means:
- i threats of serious harm to or physical restraint against any person;
 - ii any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

iii the abuse or threatened abuse of the legal process.

(8) Debt bondage: Means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(9) Involuntary servitude: The term "involuntary servitude" includes a condition of servitude induced by means of:

- i any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person or another person would suffer serious harm or physical restraint; or
- ii the abuse or threatened abuse of the legal process.

d. Remedial Actions

(1) Requiring the recipient to remove an employee from the performance of work under the grant, contract, or cooperative agreement.

(2) Requiring the recipient to terminate a subcontract or subgrant.

(3) Suspending payments under the award agreement until such time as the recipient of award agreement has taken appropriate remedial action.

(4) Disallowing costs for the performance period in which DOS determined that the recipient engaged in any of the activities described in paragraph a.(1) of this award provision

(5) Terminating the award in accordance with award provision 17. of this award agreement

e. Conduct imputed from and individual to an organization

DOS may impute the fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, employee, or other individual

associated with an organization to that organization when the improper conduct occurred in connection with the individual's performance of duties for or on behalf of that organization, or with the organization's knowledge, approval or acquiescence. The organization's acceptance of the benefits derived from the conduct is evidence of knowledge, approval, or acquiescence.

24. Certification of Trafficking in Persons Compliance and Compliance Plan

[If the Grants Officer does not expect subawards under this award and has deleted Provision 23 (Trafficking in Persons), also delete this Provision 24 (Certification of Trafficking in Persons Compliance and Compliance Plan).]

As a Foreign Public Entity (FPE), this award provision does not apply to the recipient. This award provision *does* apply to subawards issued by the recipient to subrecipients that meet the definition of “private entity” defined in paragraph e. of award provision 23 of this award agreement . The recipient must incorporate this award provision in its entirety into any subaward agreement to a private entity.

Option 1: For awards where the estimated value of services to be performed outside the United States does not exceed \$500,000:

N/A

Option 2: For awards where the estimated value of services to be performed outside the United States exceeds \$500,000, incorporate the following provision into any subawards that meet the definition of “private entity” defined in paragraph e. of award provision 23:

By signing this agreement, [Name of Subrecipient] (hereafter, “Recipient”), certifies the following:

- 1) To the best of the Recipient’s knowledge, neither the Recipient, nor any subrecipient, contractor, or subcontractor of the Recipient or any agent of the Recipient, or of such a subrecipient, contractor, or subcontractor, is engaged in any of the activities described in paragraph a.(1) of award provision 23 of this award agreement;

- 2) The Recipient has implemented a Trafficking in Persons compliance plan to prevent activities described in <https://www.ecfr.gov/current/title-2/part-175> paragraph a.(1) of award provision 23 of this award agreement and is compliant with this plan; and
- a. The compliance plan must include, at a minimum, the following:
 - i. An awareness program to inform Recipient employees about the Government's policy prohibiting trafficking-related activities described paragraph a.(1) of award provision 23 of this award agreement the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <https://www.state.gov/about-us-office-to-monitor-and-combat-trafficking-in-persons/>.
 - ii. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons.
 - iii. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - iv. A housing plan, if the Recipient, subrecipient, contractor, or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
 - v. Procedures to prevent agents, subrecipients, contractors, or subcontractors at any tier and at any

dollar value from engaging in trafficking in persons, including activities in paragraph a.(1) of provision 23 of this award agreement, and to monitor, detect, and terminate any agents, subgrants, or subrecipient, contractor, or subcontractor employees that have engaged in such activities.

- 3) That the Recipient has and will implement procedures to prevent activities described in paragraph a.(1) of provision 23 of this award agreement and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in these activities.

Recipients do not need to submit a copy of the plan. However, they must provide it to the prime recipient or the DOS Grants Office upon request, and as appropriate, must post the useful and relevant contents of the plan or related materials on its website and at the workplace. Recipients must re-certify on an annual basis for the entire award period of performance.

25. Investment Promotion

[Optional: Most appropriations carry a prohibition against funding activities that would promote investment in other countries. Insert this provision when the award funds investment-related activities, but specific activities are not identified at the time of obligation and could be for investment-related activities. If the award does not fund investment-related activities, delete this provision.]

- a. Except as specifically set forth in the award or otherwise authorized by DOS in writing, no funds or other support provided by this award may be used for any activity that involves investment promotion in a foreign country.
- b. In the event the Recipient is requested or wishes to provide assistance in the above area or requires clarification from DOS as to whether the activity would be consistent with the limitation set forth above, the

Recipient must notify the Grants Officer in writing and provide a detailed description of the proposed activity. The Recipient must not proceed with the activity until advised by DOS that it may do so.

- d. The Recipient must ensure that its employees and any subrecipients or contractors providing investment promotion services under this award are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-awards/agreements.

26. Additional Bureau/Post Specific Requirements

[Insert all additional bureau/post specific requirements.]

27. Specific Conditions

[Insert all additional conditions such as high risk designation.]

28. Funding restrictions for the United Nations Relief and Works Agency (UNRWA)

None of the funds awarded under this agreement may be made available for subawards, direct financial support, or otherwise used to provide any payment or transfer to United Nations Relief and Works Agency (UNRWA).

29. Prohibition on Funding Activities that Encourage Mass-Migration Caravans Towards the United States Southwest Border

Option 1: For awards that do NOT have a principal place of performance located in the Western Hemisphere region (WHA)

N/A

Option 2: For awards that DO have a principal place of performance located in the Western Hemisphere region (WHA)

None of the funds awarded under this grant may be made available to encourage, mobilize, publicize, or manage mass-migration caravans towards the United States southwest border. Funds may not be made available for legal

counseling on the United States asylum process; and/or for referrals to legal representation in the United States.

Funds may only be used for cash cards for use in the country in which they are provided or to facilitate assisted voluntary returns and other purposes that do not encourage, mobilize, publicize, or manage mass migration caravans towards the United States southwest border. The provision of humanitarian assistance is permitted.

30. Certification Regarding Compliance with applicable Federal anti-discrimination laws

Option 1: For awards where the place of performance or delivery is NOT within the United States

N/A

Option 2: For awards where the place of performance or delivery of the award is within the United States

None of the funds awarded under this agreement may be used for any initiatives or programs, or any activities that do not comply with Executive Order 14173 titled Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

By signing the DS-1909 Federal Assistance Award, the Recipient certifies the following:

- 1) Its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and;
- 2) It does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws. A program promoting Diversity, Equity, and Inclusion means a program whose purpose is to promote preferences based on race, color religion, sex, or national origins, such as in training or hiring.

[IF the award is to a Public International Organization insert the following language.]

The Recipient's submission of the foregoing certification is subject to the privileges and immunities of Public International Organizations, and such submission shall not constitute a waiver of the privileges and immunities of the organization or those accorded to its personnel.

31. PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft ([49 U.S.C. 44801\(11\)](#)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system ([49 U.S.C. 44801\(12\)](#)).

(b) *Prohibition.* The Recipient is prohibited from—

(1) delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the award (section 1824 of Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.); and

(3) On or after December 22, 2025, using Federal funds for the purchase or operation of a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(c) *Procedures.* The Recipient shall search SAM at <https://www.sam.gov> for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the award, any unmanned aircraft system. Additionally, the Recipient shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the award.

(d) *Exemptions, exceptions, and waivers.* The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the award indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 ([41 U.S.C. 3901](#) note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

(e) *Subawards and subcontracts.* The Recipient shall insert the substance of this clause, including this paragraph (e), in all subawards and subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

32. WAIVER FOR PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES

Option 1: If there is no waiver

N/A

Option 2: If a waiver has been approved per Provision 31(d)

The prohibitions in Provision 31 do not apply.

33. PROTECTING LIFE IN FOREIGN ASSISTANCE

Option 1 (For awards that are NOT funded with Foreign Assistance funds)

N/A

Option 2 (For awards funded with Foreign Assistance funds where F has approved a waiver of this award provision in full)

N/A

Option 3 (For awards funded with Foreign Assistance funds where F has approved a partial waiver of this award provision: insert the appropriate provision from Option 4 or 5 based on recipient type and modify language to match the F-approved waiver)

Option 4 (For awards funded with Foreign Assistance Funds where the recipient is a foreign government or parastatal (*A foreign government is defined as any department, agency, independent establishment, or other entity of the government of a foreign country. A parastatal is defined as a foreign-government-owned organization operated as a commercial company or other organization, including non-profits, or enterprises in which foreign governments or foreign government agencies have a controlling interest*))

(1) The recipient agrees that foreign assistance funds it receives under this award will not be used to provide or promote abortion as a method of family planning.

(2) The recipient agrees that if it engages in any activity described in subparagraph (1) using funds from sources other than the U.S. Government, any foreign assistance funds under this award must be placed in a segregated account to ensure that such funds may not be used to support such activity of the government or parastatal.

(3) U.S. foreign assistance furnished to the recipient under this award must be terminated if the recipient violates any undertaking required by this award term, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(4) In addition to other remedies available to the U.S. Government, the recipient's failure to comply with the requirements of this award provision may result in—

(i) Suspension of payments until the recipient has taken appropriate remedial action; and/or (ii) Suspension or debarment.

(5) In the event of termination, the recipient must refund to the Department of State any unexpended amounts furnished to the recipient under this award, plus an amount equivalent to that used by the recipient to engage in activities prohibited under the terms of this award while receiving funding under this award. The amount to be refunded to the Department of State under this sub-paragraph (5) may not exceed the total amount of foreign assistance furnished under this award. The recipient agrees that it will not furnish foreign assistance under this award to any foreign non-governmental organization (NGO), international organization (IO), or United States NGO (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in sub-paragraph (6), below.

(6) Prior to entering into an agreement to furnish foreign assistance to a foreign NGO, IO, or a United States NGO (the sub-recipient) under this award, the recipient must ensure that such agreement with the sub-recipient includes the following terms:

(i) While receiving foreign assistance under this award:

(A) If the sub-recipient is a foreign NGO or IO, the sub-recipient will not provide or promote abortion as a method of family planning outside the United States (including its territories and possessions) or provide financial support to any other foreign NGO or IO that conducts such activities.

(B) If the sub-recipient is a United States NGO:

(1) The sub-recipient will not, outside the United States (including its territories and possessions), provide abortion as a method of family planning.

(2) The sub-recipient will not, within the scope of any program, project, or activity for which foreign assistance funds are made available under this award, provide or promote abortion as a method of family planning.

Subject to sub-paragraph (6)(i)(B)(1) above, the sub-recipient is not prohibited from lawfully promoting abortion as a method of family planning outside the scope of a program, project, or activity for which funds are made available under this award, so long as the sub-recipient uses funds from sources other than the U.S. Government to do so.

(3) The sub-recipient agrees that any program, project, or activity for which funds are made available under this award must be organized so that the program, project, or activity is physically and financially separate from activities described in sub-paragraph (6)(i)(B)(2) above (“prohibited activities”), such that there is an objective integrity and independence from such activities. Mere bookkeeping separation of funds under the award from other monies is not sufficient. Whether such objective integrity and independence exist will be determined based on a review of facts and circumstances, including:

(i) The existence of separate, accurate accounting records;

(ii) The degree of separation from facilities (e.g., treatment, consultation, examination and waiting rooms, office entrances and exits, and educational services,) in which the prohibited activity occurs and the extent of such prohibited activities;

(iii) The existence of separate personnel, electronic or paper-based health care records (if applicable), and workstations; and

(iv) The extent to which signs and other forms of identification are present, and signs and material that refer to, promote, or constitute, prohibited activities, are absent.

(ii) The recipient and authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the CFR](#): (I) inspect the documents, trainings, and materials maintained or prepared by the sub-recipient in the usual or required course of its operations that describe the priorities and activities of the sub-recipient, including reports, brochures and service statistics; (II) observe the activities conducted by the sub-recipient; (III) consult with personnel of the sub-recipient and those who receive the services of the sub-recipient; and, (IV) obtain a copy of audited

financial statements or reports of the sub-recipient, as applicable.

- (iii) In the event that the recipient or an authorized representative of the U.S. Government has reasonable cause to believe that a sub-recipient may have violated any of its undertakings under this award term, the recipient will review the foreign assistance program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to the recipient such books and records and other information as may be reasonably requested to conduct the review. Authorized representatives of the U.S. Government may review the foreign assistance program of the sub-recipient under these circumstances, and the sub-recipient must provide access to such authorized representatives on a timely basis to such books and records and other information upon request, consistent with [Part 200 of Title 2 of the CFR](#).
- (iv) The U.S. Government shall terminate foreign assistance provided to the sub-recipient under this award if the sub-recipient violates any award terms required by subparagraphs (6)(i)-(iii) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.
- (v) In addition to other remedies available to the U.S. Government, the sub-recipient's failure to comply with the requirements of this award provision may result in—
 - (A) Suspension of payments until the sub-recipient has taken appropriate remedial action; and/or
 - (B) Suspension or debarment.
- (vi) In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient for activities prohibited under the terms of this award, up to the total amount of foreign assistance furnished to the sub-recipient under this award. Where the Department of State is not otherwise engaged in the determination to terminate a recipient's sub-award, the recipient must notify the Department of State of any action taken for a violation of any undertaking required under subparagraphs (6)(i)-(iii) above.
- (vii) The sub-recipient may furnish foreign assistance under this award to a foreign NGO, IO, or United States NGO (the sub-sub-recipient), only if the sub-recipient's sub-agreement with the sub-sub-recipient contains the same

terms and conditions as those provided by the recipient to the sub-recipient as described in sub-paragraphs (6)(i)-(iv) above.

(7) Where the terms and conditions of the award require the approval of subawards by the Department of State, the recipient must, consistent with [Part 200 of Title 2 of the CFR](#), include a description of the due diligence performed by the recipient on the sub-recipient before furnishing foreign assistance under this award.

(8) The recipient is liable to the Department of State for a refund for a violation by the sub-recipient of any requirement of this award term only if: (i) the recipient knowingly furnishes foreign assistance under this award to a sub-recipient that is a foreign NGO or IO, or to a United States NGO, knowing that the sub-recipient is in violation of the applicable award terms of this award term; or, (ii) the sub-recipient did not abide by its award terms required by subparagraphs (6)(i)-(iii) above, and the recipient failed to make reasonable due diligence efforts prior to furnishing foreign assistance to the sub-recipient; or, (iii) the recipient knows, or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by subparagraphs (6)(i)-(iii) above, and the recipient fails to terminate foreign assistance to the sub-recipient, or fails to require the sub-recipient to terminate assistance furnished under a sub-award that violates any award terms required by subparagraphs (6)(i)-(iii) above, or fails to take other appropriate corrective action consistent with subparagraph (6)(iv) above.

(9) Recipient acknowledges that authorized representatives of the U.S. Government may make independent inquiries in the community served by a sub-recipient under this award regarding whether such sub-recipient is in compliance with its award terms required by subparagraphs (6)(i)-(iii) above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

Option 5 (For awards funded with Foreign Assistance Funds where the recipient is an international organization (An international organization is defined as (A) Any organization designated as being entitled to enjoy the privileges, exemptions, and immunities under the International Organizations Immunities Act; (B) Any organization treated as a public international organization pursuant to the regulations or policies of the Department of State; (C) Any organization established by international

agreement and whose governing body is composed principally of representatives of national governments; or (D) Any other multilateral entity in which sovereign nations participate)

(1) The recipient agrees that it will not, during the term of this award, provide or promote abortion as a method of family planning outside the United States (including its territories and possessions) or provide financial support to any foreign NGO or IO that conducts such activities.

(2) The recipient agrees that authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the Code of Federal Regulations](#) (CFR): (i) inspect the documents, trainings, and materials maintained or prepared by the recipient in the usual or required course of its operations that describe the priorities and activities of the recipient, including reports, brochures and service statistics; (ii) observe the activities conducted by the recipient, (iii) consult with personnel of the recipient and those who receive the services of the recipient; and, (iv) obtain a copy of audited financial statements or reports of the recipient, as applicable. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

(3) In the event authorized representatives of the U.S. Government have reasonable cause to believe that the recipient may have violated any undertaking required by this award term, the recipient must make available to the Department of State such books and records and other information as the Department of State may reasonably request to determine whether a violation of that undertaking has occurred, consistent with [Part 200 of Title 2 of the CFR](#). In such an event, during the process of investigating any suspected violation, the Department of State may additionally suspend or withhold some or all payments of foreign assistance to the recipient.

(4) The U.S. Government shall terminate foreign assistance furnished to the recipient under this award if the recipient violates any undertaking required by this award term, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(5) In the event of termination, the recipient must refund to the Department of State any unexpended amounts furnished to the recipient under this

award, plus an amount equivalent to that used by the recipient to engage in any activity that violates this award term while receiving funding under this award. The amount to be refunded to the Department of State under this subparagraph (5) may not exceed the total amount of foreign assistance furnished under this award.

(6) The recipient may not furnish foreign assistance under this award to any foreign NGO, IO, or United States NGO (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in sub-paragraph (7) below.

(7) Prior to entering into an agreement to furnish foreign assistance to any foreign NGO, IO, or United States NGO, the recipient, consistent with [Part 200 of Title 2 of the CFR](#), must ensure that such agreement with the sub-recipient includes the following terms:

(i) While receiving foreign assistance under this award:

(A) If the sub-recipient is a foreign NGO or IO, the sub-recipient will not provide or promote abortion as a method of family planning outside the United States (including its territories and possessions) or provide financial support to any other foreign NGO or IO that conducts such activities.

(B) If the sub-recipient is a United States NGO:

(1) The sub-recipient will not, outside the United States (including its territories and possessions) provide abortion as a method of family planning.

(2) The sub-recipient will not, within the scope of any program, project, or activity for which foreign assistance funds are made available under this award, provide or promote abortion as a method of family planning.

Subject to sub-paragraph (7)(i)(B)(1) above, the sub-recipient is not prohibited from lawfully promoting abortion as a method of family planning outside the scope of a program, project, or activity for which funds are made available under this award, so long as the sub-

recipient uses funds from sources other than the U.S. Government to do so.

(3) The sub-recipient agrees that any program, project, or activity for which funds are made available under this award must be organized so that the program, project, or activity is physically and financially separate from the activities described in sub-paragraph (7)(i)(B)(2) above (“prohibited activities”), such that there is an objective integrity and independence from such activities. Mere bookkeeping separation of funds under the award from other monies is not sufficient. Whether such objective integrity and independence exist will be determined based on a review of facts and circumstances, including:

(i) The existence of separate, accurate accounting records;

(ii) The degree of separation from facilities (e.g., treatment, consultation, examination and waiting rooms, office entrances and exits, and educational services) in which the prohibited activities occurs and the extent of such prohibited activities;

(iii) The existence of separate personnel, electronic or paper-based health care records (if applicable), and workstations; and

(iv) The extent to which signs and other forms of identification are present, and signs and material that refer to, promote, or constitute, prohibited activities, are absent.

(ii) The recipient and authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the CFR](#): (I) inspect the documents, trainings, and materials maintained or prepared by the sub-recipient in the usual or required course of its operations that describe the activities of the sub-recipient, including reports, brochures and service statistics; (II) observe activities conducted by the sub-recipient; (III) consult with personnel of the sub-recipient and

those who receive the services of the sub-recipient; and, (IV) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable.

(iii) In the event that the recipient or an authorized representative of the U.S. Government has reasonable cause to believe that a sub-recipient may have violated any of its undertakings under this award term, the recipient will review the foreign assistance program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to the recipient such books and records and other information as may be reasonably requested to conduct the review. Authorized representatives of the U.S. Government may review the foreign assistance program of the sub-recipient under these circumstances, and the sub-recipient must provide access on a timely basis to such authorized representatives to such books and records and other information upon request, consistent with [Part 200 of Title 2 of the CFR](#). In such an event, during the process of investigating any suspected violation, the Department of State may additionally order the recipient to suspend or withhold some or all payments of foreign assistance to the sub-recipient.

(iv) The U.S. Government shall terminate foreign assistance provided to the sub-recipient under this award if the sub-recipient violates any award terms under sub-paragraphs (7)(i)-(iii) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(v) In addition to other remedies available to the U.S. Government, the sub-recipient's failure to comply with the requirements of this award provision may result in—

- (A) Suspension of payments until the sub-recipient has taken appropriate remedial action; and/or
- (B) Suspension or debarment.

(vi) In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient for activities prohibited under the terms of this award, up to the total amount of foreign assistance furnished to the sub-recipient under this award. Where the Department of State is not otherwise

engaged in the determination to terminate a sub-recipient's award, the recipient must notify the Department of State of any action taken for a violation of any undertaking required under sub-paragraphs (7)(i)-(iii) above.

(vii) The sub-recipient may furnish foreign assistance under this award to any foreign NGO, IO, or U.S. NGO (the sub-sub-recipient), only if the sub-recipient's agreement with the sub-sub-recipient contains the same terms and conditions as those provided by the recipient to the sub-recipient as described in sub-paragraphs (7)(i)-(iv) above.

(8) Where the terms and conditions of the award require the approval of sub-awards by the Department of State, the recipient must, consistent with [Part 200 of Title 2 of the CFR](#), include a description of the due diligence performed by the recipient on the sub-recipient before furnishing foreign assistance under this award.

(9) The recipient is liable to the U.S. Government for a refund for a violation by the sub-recipient of any requirement of this award term only if: (i) the recipient furnishes foreign assistance under this award to a subrecipient knowing that the subrecipient is in likely violation of the applicable award terms of this award term; (ii) the sub-recipient did not abide by the award terms required by sub-paragraphs (7)(i)-(iii) above, and the recipient failed to make reasonable due diligence efforts prior to furnishing foreign assistance to the sub-recipient; or, (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by sub-paragraphs (7)(i)-(iii) above, and the recipient fails to terminate foreign assistance to the sub-recipient, or fails to require the sub-recipient to terminate foreign assistance furnished under a sub-award that violates any award terms required by sub-paragraphs (7)(i)-(iii), above, or fails to take other appropriate corrective action consistent with sub-paragraph (7)(iv) above.

(10) Recipient acknowledges that authorized representatives of the U.S. Government may make independent inquiries in the community served by the recipient or a sub-recipient under this award regarding whether it is in compliance with the award terms required by sub-paragraphs (7)(i)-(iii)

above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

34. COMBATING GENDER IDEOLOGY IN FOREIGN ASSISTANCE

Option 1 (For awards that are NOT funded with Foreign Assistance funds)

N/A

Option 2 (For awards funded with Foreign Assistance funds where F has approved a waiver of this award provision in full)

N/A

Option 3 (For awards funded with Foreign Assistance funds where F has approved a partial waiver of this award provision: insert the appropriate provision from Option 4 or 5 based on recipient type and modify language to match the F-approved waiver)

Option 4 (For awards funded with Foreign Assistance Funds where the recipient is a foreign government or parastatal (*A foreign government is defined as any department, agency, independent establishment, or other entity of the government of a foreign country. A parastatal is defined as a foreign-government-owned organization operated as a commercial company or other organization, including non-profits, or enterprises in which foreign governments or foreign government agencies have a controlling interest*))

(1) The recipient agrees that foreign assistance funds it receives under this award will not be used to promote gender ideology.

(2) The recipient agrees that if it engages in any activity described in subparagraph (1) using funds from sources other than the U.S. Government, any foreign assistance funds under this award must be placed in a segregated account to ensure that such funds may not be used to support such activity of the government or parastatal. The recipient agrees that authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the Code of Federal Regulations](#) (CFR): (i) inspect the documents, trainings, and materials maintained or prepared by the recipient in the usual or required course of its operations that describe the priorities and activities of the recipient, including reports, brochures and service statistics; (ii) observe the activities conducted by the recipient, (iii) consult with personnel of the recipient and those who receive

the services of the recipient; and, (iv) obtain a copy of audited financial statements or reports of the recipient, as applicable.

(3) In the event an authorized representative of the U.S. Government has reasonable cause to believe that the recipient may have violated any of its undertakings under this award term, the recipient must make available to such authorized representative such books and records and other information as the authorized representative may reasonably request to determine whether a violation of that undertaking has occurred, consistent with [Part 200 of Title 2 of the CFR](#).

(4) U.S. foreign assistance furnished to the recipient under this award must be terminated if the recipient violates any undertaking required by this award term, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(5) In addition to other remedies available to the U.S. Government, the recipient's failure to comply with the requirements of this award provision may result in—

- (i) Suspension of payments until the recipient has taken appropriate remedial action; and/or
- (ii) Suspension or debarment.

(6) In the event of termination, the recipient must refund to the Department of State any unexpended amounts furnished to the recipient under this award, plus an amount equivalent to that used by the recipient to engage in activities prohibited under the terms of this award while receiving funding under this award. The amount to be refunded to the Department of State under this subparagraph (5) may not exceed the total amount of foreign assistance furnished under this award. The recipient agrees that it will not furnish foreign assistance under this award to any foreign non-governmental organization (NGO) or international organization (IO), any United States NGO, or any foreign government (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in subparagraph (7), below.

(7) Prior to entering into an agreement to furnish foreign assistance to a foreign NGO, IO, or United States NGO (the sub-recipient) under this award, the recipient must ensure that such agreement with the sub-recipient includes the following terms:

- (i) While receiving foreign assistance under this award:
 - (A) If the sub-recipient is a foreign NGO or IO, the sub-recipient will not promote gender ideology outside the United States (including its territories and possessions) or provide financial support to any other foreign NGO or IO that conducts such activities.
 - (B) If the sub-recipient is a United States NGO:
 - (1) The sub-recipient will not, outside the United States (including its territories and possessions), provide sex-rejecting procedures.
 - (2) The sub-recipient will not, within the scope of any program, project, or activity for which foreign assistance funds are made available under this award, promote gender ideology.
- Subject to sub-paragraph (7)(i)(B)(1) above, the sub-recipient is not prohibited from lawfully promoting gender ideology outside the scope of a program, project, or activity for which funds are made available under this award, so long as the sub-recipient uses funds from sources other than the U.S. Government to do so.
- (3) The sub-recipient agrees that any program, project, or activity for which funds are made available under this award must be organized so that the program, project, or activity is physically and financially separate from activities described in sub-paragraph (7)(i)(B)(2) above (“prohibited activities”), such that there is an objective integrity and independence from such activities. Mere bookkeeping separation of funds under the award from other monies is not sufficient. Whether such objective integrity and independence exist will be determined based on a review of facts and circumstances, including:
 - (i) The existence of separate, accurate accounting records;
 - (ii) The degree of separation from facilities (e.g., treatment, consultation, examination and waiting rooms, office entrances and exits, and educational services) in which the prohibited activity occurs and the extent of such prohibited activities;

- (iii) The existence of separate personnel, electronic or paper-based health care records (if applicable), and workstations; and
- (iv) The extent to which signs and other forms of identification are present, and signs and material that refer to, promote, or constitute, prohibited activities, are absent.

(ii) The recipient and authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the CFR](#): (I) inspect the documents, trainings, and materials maintained or prepared by the sub-recipient in the usual or required course of its operations that describe the priorities and activities of the sub-recipient, including reports, brochures and service statistics; (II) observe the activities conducted by the sub-recipient; (III) consult with personnel of the sub-recipient and those who receive the services of the sub-recipient; and, (IV) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable.

(iii) In the event that the recipient or an authorized representative of the U.S. Government has reasonable cause to believe that a sub-recipient may have violated any of its undertakings under this award term, the recipient will review the foreign assistance program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to the recipient such books and records and other information as may be reasonably requested to conduct the review. Authorized representatives of the U.S. Government may review the foreign assistance program of the sub-recipient under these circumstances, and the sub-recipient must provide access to such authorized representatives on a timely basis to such books and records and other information upon request, consistent with [Part 200 of Title 2 of the CFR](#).

(iv) The U.S. Government shall terminate foreign assistance provided to the sub-recipient under this award if the sub-recipient violates any award terms required by subparagraphs (7)(i)-(iii) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(v) In addition to other remedies available to the U.S. Government, the sub-recipient's failure to comply with the requirements of this award provision may result in—

(A) Suspension of payments until the sub-recipient has taken appropriate remedial action; and/or

(B) Suspension or debarment.

(vi) In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient for activities prohibited under the terms of this award, up to the total amount of foreign assistance furnished to the sub-recipient under this award. Where the Department of State is not otherwise engaged in the determination to terminate a recipient's sub-award, the recipient must notify the Department of State of any action taken for a violation of any undertaking required under subparagraphs (7)(i)-(iii) above.

(vii) The sub-recipient may furnish foreign assistance under this award to a foreign NGO, IO, or United States NGO (the sub-sub-recipient), only if the sub-recipient's sub-agreement with the sub-sub-recipient contains the same terms and conditions as those provided by the recipient to the sub-recipient as described in sub-paragraphs (7)(i)-(iv) above.

(8) Where the terms and conditions of the award require the approval of subawards by the Department of State, the recipient must, consistent with [Part 200 of Title 2 of the CFR](#), include a description of the due diligence performed by the recipient on the sub-recipient before furnishing foreign assistance under this award.

(9) The recipient is liable to the Department of State for a refund for a violation by the sub-recipient of any requirement of this award term only if: (i) the recipient knowingly furnishes foreign assistance under this award to a sub-recipient that is a foreign NGO or IO, or to a United States NGO, knowing that the subrecipient is in violation of the applicable award terms of this award term; or, (ii) the sub-recipient did not abide by its award terms required by subparagraphs (7)(i)-(iii) above, and the recipient failed to make reasonable due diligence efforts prior to furnishing foreign assistance to the sub-recipient; or, (iii) the recipient knows, or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by subparagraphs (7)(i)-(iii) above, and the recipient fails to terminate foreign assistance to the sub-recipient, or fails to require the sub-recipient to terminate assistance furnished under a sub-award that violates any award terms required by subparagraphs

(7)(i)-(iii) above, or fails to take other appropriate corrective action consistent with subparagraph (7)(iv) above.

(10) Recipient acknowledges that authorized representatives of the U.S. Government may make independent inquiries in the community served by a sub-recipient under this award regarding whether such sub-recipient is in compliance with its award terms required by subparagraphs (7)(i)-(iii) above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

Option 5 (For awards funded with Foreign Assistance Funds where the recipient is an international organization (An international organization is defined as (A) Any organization designated as being entitled to enjoy the privileges, exemptions, and immunities under the International Organizations Immunities Act; (B) Any organization treated as a public international organization pursuant to the regulations or policies of the Department of State; (C) Any organization established by international agreement and whose governing body is composed principally of representatives of national governments; or (D) Any other multilateral entity in which sovereign nations participate)

(1) The recipient agrees that it will not, during the term of this award, promote gender ideology outside the United States (including its territories and possessions) or provide financial support to any other foreign NGO or IO that conducts such activities.

(2) The recipient agrees that authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the Code of Federal Regulations](#) (CFR): (i) inspect the documents, trainings, and materials maintained or prepared by the recipient in the usual or required course of its operations that describe the priorities and activities of the recipient, including reports, brochures and service statistics; (ii) observe the activities conducted by the recipient, (iii) consult with personnel of the recipient and those who receive the services of the recipient; and, (iv) obtain a copy of audited financial statements or reports of the recipient, as applicable. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

(3) In the event authorized representatives of the U.S. Government have reasonable cause to believe that the recipient may have violated any undertaking required by this award term, the recipient must make available to the Department of State such books and records and other information as the Department of State may reasonably request to determine whether a violation of that undertaking has occurred, consistent with [Part 200 of Title 2 of the CFR](#). In such an event, during the process of investigating any suspected violation, the Department of State may additionally suspend or withhold some or all payments of foreign assistance to the recipient.

(4) The U.S. Government shall terminate foreign assistance furnished to the recipient under this award if the recipient violates any undertaking required by this award term, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(5) In the event of termination, the recipient must refund to the Department of State any unexpended amounts furnished to the recipient under this award, plus an amount equivalent to that used by the recipient to engage in any activity that violates this award term while receiving funding under this award. The amount to be refunded to the Department of State under this subparagraph (5) may not exceed the total amount of foreign assistance furnished under this award.

(6) The recipient may not furnish foreign assistance under this award to any other foreign NGO, IO, or United States NGO (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in sub-paragraph (7) below.

(7) Prior to entering into an agreement to furnish foreign assistance to any other foreign NGO, IO, or United States NGO, the recipient, consistent with Part 200 of Title 2 of the CFR, must ensure that such agreement with the sub-recipient includes the following terms:

(i) While receiving foreign assistance under this award:

(A) If the sub-recipient is a foreign NGO or IO, the sub-recipient will not promote gender ideology outside the United States (including its territories and possessions) or provide financial support to any other foreign NGO or IO that conducts such activities.

(B) If the sub-recipient is a United States NGO:

(1) The sub-recipient will not, outside the United States (including its territories and possessions) provide sex-rejecting procedures.

(2) The sub-recipient will not, within the scope of any program, project, or activity for which foreign assistance funds are made available under this award, promote gender ideology.

Subject to sub-paragraph (7)(i)(B)(1) above, the sub-recipient is not prohibited from lawfully promoting gender ideology outside the scope of a program, project, or activity for which funds are made available under this award, so long as the sub-recipient uses funds from sources other than the U.S. Government to do so.

(3) The sub-recipient agrees that any program, project, or activity for which funds are made available under this award must be organized so that the program, project, or activity is physically and financially separate from the activities described in sub-paragraph (7)(i)(B)(2) above (“prohibited activities”), such that there is an objective integrity and independence from such activities. Mere bookkeeping separation of funds under the award from other monies is not sufficient. Whether such objective integrity and independence exist will be determined based on a review of facts and circumstances, including:

- (i) The existence of separate, accurate accounting records;
- (ii) The degree of separation from facilities (*e.g.*, treatment, consultation, examination and waiting rooms, office entrances and exits, and educational services) in which the prohibited activities occurs and the extent of such prohibited activities;
- (iii) The existence of separate personnel, electronic or paper-based health care records (if applicable), and workstations; and
- (iv) The extent to which signs and other forms of identification are present, and signs and material that refer to, promote, or constitute, prohibited activities, are absent. (ii) The recipient and authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the CFR](#): (I) inspect the documents, trainings, and materials maintained or prepared by the sub-recipient in the usual or required course of its operations that describe the activities of the sub-recipient, including

reports, brochures and service statistics; (II) observe activities conducted by the sub-recipient; (III) consult with personnel of the sub-recipient and those who receive the services of the sub-recipient; and, (IV) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable.

(iii) In the event that the recipient or an authorized representative of the U.S. Government has reasonable cause to believe that a sub-recipient may have violated any of its undertakings under this award term, the recipient will review the foreign assistance program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to the recipient such books and records and other information as may be reasonably requested to conduct the review. Authorized representatives of the U.S. Government may review the foreign assistance program of the sub-recipient under these circumstances, and the sub-recipient must provide access on a timely basis to such authorized representatives to such books and records and other information upon request, consistent with [Part 200 of Title 2 of the CFR](#). In such an event, during the process of investigating any suspected violation, the Department of State may additionally order the recipient to suspend or withhold some or all payments of foreign assistance to the sub-recipient.

(iv) The U.S. Government shall terminate foreign assistance provided to the sub-recipient under this award if the sub-recipient violates any award terms under subparagraphs (7)(i)-(iii) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(v) In addition to other remedies available to the U.S. Government, the sub-recipient's failure to comply with the requirements of this award provision may result in—

- (A) Suspension of payments until the sub-recipient has taken appropriate remedial action; and/or
- (B) Suspension or debarment.

(vi) In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts

furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient for activities prohibited under the terms of this award, up to the total amount of foreign assistance furnished to the sub-recipient under this award. Where the Department of State is not otherwise engaged in the determination to terminate a sub-recipient's award, the recipient must notify the Department of State of any action taken for a violation of any undertaking required under sub-paragraphs (7)(i)-(iii) above.

(vii) The sub-recipient may furnish foreign assistance under this award to any foreign NGO, IO, or U.S. NGO, only if the sub-recipient's agreement with the sub-sub-recipient contains the same terms and conditions as those provided by the recipient to the sub-recipient as described in sub-paragraphs (7)(i)-(iv) above.

(8) Where the terms and conditions of the award require the approval of sub-awards by the Department of State, the recipient must, consistent with [Part 200 of Title 2 of the CFR](#), include a description of the due diligence performed by the recipient on the sub-recipient before furnishing foreign assistance under this award.

(9) The recipient is liable to the U.S. Government for a refund for a violation by the sub-recipient of any requirement of this award term only if: (i) the recipient furnishes foreign assistance under this award to a subrecipient knowing that the subrecipient is in likely violation of the applicable award terms of this award term; (ii) the sub-recipient did not abide by the award terms required by sub-paragraphs (7)(i)-(iii) above, and the recipient failed to make reasonable due diligence efforts prior to furnishing foreign assistance to the sub-recipient; or, (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by sub-paragraphs (7)(i)-(iii) above, and the recipient fails to terminate foreign assistance to the sub-recipient, or fails to require the sub-recipient to terminate foreign assistance furnished under a sub-award that violates any award terms required by sub-paragraphs (7)(i)-(iii), above, or fails to take other appropriate corrective action consistent with sub-paragraph (7)(iv) above.

(10) Recipient acknowledges that authorized representatives of the U.S. Government may make independent inquiries in the community served by the recipient or a sub-recipient under this award regarding whether it is in compliance with the award terms required by sub-paragraphs (7)(i)-(iii) above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

35.COMBATING DISCRIMINATORY EQUITY IDEOLOGY IN FOREIGN ASSISTANCE

Option 1 (For awards that are NOT funded with Foreign Assistance funds)

N/A

Option 2 (For awards funded with Foreign Assistance funds where F has approved a waiver of this award provision in full)

N/A

Option 3 (For awards funded with Foreign Assistance funds where F has approved a partial waiver of this award provision: insert the appropriate provision from Option 4 or 5 based on recipient type and modify language to match the F-approved waiver)

Option 4 (For awards funded with Foreign Assistance Funds where the recipient is a foreign government or parastatal (*A foreign government is defined as any department, agency, independent establishment, or other entity of the government of a foreign country. A parastatal is defined as a foreign-government-owned organization operated as a commercial company or other organization, including non-profits, or enterprises in which foreign governments or foreign government agencies have a controlling interest*))

(1) The recipient agrees that foreign assistance funds it receives under this award will not be used to promote discriminatory equity ideology or to engage in unlawful DEI-related discrimination.

(2) The recipient agrees that if it engages in any activity described in sub-paragraph (1) using funds from sources other than the U.S. Government, any foreign assistance funds under this award must be placed in a segregated account to ensure that such funds may not be used to support such activity of the government or parastatal.

(3) The recipient agrees that authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the Code of Federal Regulations](#) (CFR): (i) inspect the documents, trainings, and materials maintained or prepared by the recipient in the usual or required course of its operations that describe the priorities and activities of the recipient, including reports, brochures and service statistics; (ii) observe the activities conducted by the recipient, (iii) consult with personnel of the recipient and those who receive the services of the recipient; and, (iv) obtain a copy of audited financial statements or reports of the recipient, as applicable.

(4) In the event an authorized representative of the U.S. Government has reasonable cause to believe that the recipient may have violated any of its undertakings under this award term, the recipient must make available to such authorized representative such books and records and other information as the authorized representative may reasonably request to determine whether a violation of that undertaking has occurred, consistent with [Part 200 of Title 2 of the CFR](#).

(5) U.S. foreign assistance furnished to the recipient under this award must be terminated if the recipient violates any undertaking required by this award term, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(6) In addition to other remedies available to the U.S. Government, the recipient's failure to comply with the requirements of this award provision may result in—

- (i) Suspension of payments until the recipient has taken appropriate remedial action; and/or
- (ii) Suspension or debarment.

(7) In the event of termination, the recipient must refund to the Department of State any unexpended amounts furnished to the recipient under this award, plus an amount equivalent to that used by the recipient to engage in activities prohibited under the terms of this award while receiving funding under this award. The amount to be refunded to the Department of State under this subparagraph (7) may not exceed the total amount of foreign assistance furnished under this award.

(8) The recipient agrees that it will not furnish foreign assistance under this award to any foreign non-governmental organization (NGO), international

organization (IO), or United States NGO (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in sub-paragraph (9), below.

(9) Prior to entering into an agreement to furnish foreign assistance to a foreign NGO, IO, or a United States NGO (the sub-recipient) under this award, the recipient must ensure that such agreement with the sub-recipient includes the following terms:

(i) While receiving foreign assistance under this award:

(A) If the sub-recipient is a foreign NGO or IO, the sub-recipient will not, outside the United States (including its territories and possessions), promote discriminatory equity ideology, engage in unlawful DEI-related discrimination, or provide financial support to any other foreign NGO or IO that conducts such activities.

(B) If the sub-recipient is a United States NGO:

(1) The sub-recipient will not, outside the United States (including its territories and possessions), engage in unlawful DEI-related discrimination.

(2) The sub-recipient will not, within the scope of any program, project, or activity for which foreign assistance funds are made available under this award, promote discriminatory equity ideology or engage in unlawful DEI-related discrimination.

Subject to sub-paragraph (9)(i)(B)(1) above, the sub-recipient is not prohibited from lawfully promoting discriminatory equity ideology outside the scope of a program, project, or activity for which funds are made available under this award, so long as the sub-recipient uses funds from sources other than the U.S. Government to do so.

(3) The sub-recipient agrees that any program, project, or activity for which funds are made available under this award must be organized so that the program, project, or activity is physically and financially separate from activities described in sub-paragraph (9)(i)(B)(2) above ("prohibited activities"), such that there is an objective integrity and independence from such activities. Mere bookkeeping separation of funds under the award from other monies is not sufficient. Whether such objective

integrity and independence exist will be determined based on a review of facts and circumstances, including:

- (i) The existence of separate, accurate accounting records;
- (ii) The degree of separation from facilities (*e.g.*, treatment, consultation, examination and waiting rooms, office entrances and exits, and educational services) in which the prohibited activity occurs and the extent of such prohibited activities;
- (iii) The existence of separate personnel, electronic or paper-based health care records (if applicable), and workstations; and
- (iv) The extent to which signs and other forms of identification are present, and signs and material that refer to, promote, or constitute, prohibited activities, are absent.

(ii) The recipient and authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the CFR](#): (I) inspect the documents, trainings, and materials maintained or prepared by the sub-recipient in the usual or required course of its operations that describe the priorities and activities of the sub-recipient, including reports, brochures and service statistics; (II) observe the activities conducted by the sub-recipient; (III) consult with personnel of the sub-recipient and those who receive the services of the sub-recipient; and, (IV) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable.

(iii) In the event that the recipient or an authorized representative of the U.S. Government has reasonable cause to believe that a sub-recipient may have violated any of its undertakings under this award term, the recipient will review the foreign assistance program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to the recipient such books and records and other information as may be reasonably requested to conduct the review. Authorized representatives of the U.S. Government may review the foreign assistance program of the sub-recipient under these circumstances, and the sub-recipient must provide access to such authorized representatives on a timely basis to such books and records and other information upon request, consistent with [Part 200 of Title 2 of the CFR](#).

- (iv) The U.S. Government shall terminate foreign assistance provided to the sub-recipient under this award if the sub-recipient violates any award terms required by subparagraphs (9)(i)-(iii) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.
- (v) In addition to other remedies available to the U.S. Government, the sub-recipient's failure to comply with the requirements of this award provision may result in—
- (A) Suspension of payments until the sub-recipient has taken appropriate remedial action; and/or
 - (B) Suspension or debarment.
- (vi) In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient for activities prohibited under the terms of this award, up to the total amount of foreign assistance furnished to the sub-recipient under this award. Where the Department of State is not otherwise engaged in the determination to terminate a recipient's sub-award, the recipient must notify the Department of State of any action taken for a violation of any undertaking required under subparagraphs (9)(i)-(iii) above.
- (vii) The sub-recipient may furnish foreign assistance under this award to a foreign NGO, IO, or United States NGO, only if the sub-recipient's sub-agreement with the sub-sub-recipient contains the same terms and conditions as those provided by the recipient to the sub-recipient as described in sub-paragraphs (9)(i)-(iv) above.
- (10) Where the terms and conditions of the award require the approval of subawards by the Department of State, the recipient must, consistent with [Part 200 of Title 2 of the CFR](#), include a description of the due diligence performed by the recipient on the sub-recipient before furnishing foreign assistance under this award.
- (11) The recipient is liable to the Department of State for a refund for a violation by the sub-recipient of any requirement of this award term only if: (i) the recipient knowingly furnishes foreign assistance under this award to a sub-recipient that is a foreign NGO or IO, or to a United States NGO, knowing that the subrecipient is in violation of the applicable award terms of this award term; or, (ii) the sub-recipient did not abide by its award terms required by subparagraphs (9)(i)-(iii) above, and the recipient failed to make reasonable due

diligence efforts prior to furnishing foreign assistance to the sub-recipient; or, (iii) the recipient knows, or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by subparagraphs (9)(i)-(iii) above, and the recipient fails to terminate foreign assistance to the sub-recipient, or fails to require the sub-recipient to terminate assistance furnished under a sub-award that violates any award terms required by subparagraphs (9)(i)-(iii) above, or fails to take other appropriate corrective action consistent with subparagraph (9)(iv) above.

(12) Recipient acknowledges that authorized representatives of the U.S. Government may make independent inquiries in the community served by a sub-recipient under this award regarding whether such sub-recipient is in compliance with its award terms required by subparagraphs (9)(i)-(iii) above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

Option 5 (For awards funded with Foreign Assistance Funds where the recipient is an international organization (An international organization is defined as (A) Any organization designated as being entitled to enjoy the privileges, exemptions, and immunities under the International Organizations Immunities Act; (B) Any organization treated as a public international organization pursuant to the regulations or policies of the Department of State; (C) Any organization established by international agreement and whose governing body is composed principally of representatives of national governments; or (D) Any other multilateral entity in which sovereign nations participate)

(1) The recipient agrees that it will not, during the term of this award, outside the United States (including its territories and possessions) promote discriminatory equity ideology, engage in unlawful diversity, equity, and inclusion (DEI)-related discrimination, or provide financial support to any other foreign NGO or IO that conducts such activities.

(2) The recipient agrees that authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the Code of Federal Regulations](#) (CFR): (i) inspect the documents, trainings, and materials maintained or prepared by the recipient in the usual or required course of its operations that describe the priorities and activities of the recipient, including reports, brochures and service statistics; (ii)

observe the activities conducted by the recipient, (iii) consult with personnel of the recipient and those who receive the services of the recipient; and, (iv) obtain a copy of audited financial statements or reports of the recipient, as applicable. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.

(3) In the event authorized representatives of the U.S. Government have reasonable cause to believe that the recipient may have violated any undertaking required by this award term, the recipient must make available to the Department of State such books and records and other information as the Department of State may reasonably request to determine whether a violation of that undertaking has occurred, consistent with [Part 200 of Title 2 of the CFR](#). In such an event, during the process of investigating any suspected violation, the Department of State may additionally suspend or withhold some or all payments of foreign assistance to the recipient.

(4) The U.S. Government shall terminate foreign assistance furnished to the recipient under this award if the recipient violates any undertaking required by this award term, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(5) In the event of termination, the recipient must refund to the Department of State any unexpended amounts furnished to the recipient under this award, plus an amount equivalent to that used by the recipient to engage in any activity that violates this award term while receiving funding under this award. The amount to be refunded to the Department of State under this subparagraph (5) may not exceed the total amount of foreign assistance furnished under this award.

(6) The recipient may not furnish foreign assistance under this award to any other foreign NGO, IO, or United States NGO, unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in sub-paragraph (7) below.

(7) Prior to entering into an agreement to furnish foreign assistance to any other foreign NGO, IO, or United States NGO, the recipient, consistent with [Part 200 of Title 2 of the CFR](#), must ensure that such agreement with the sub-recipient includes the following terms:

- (i) While receiving foreign assistance under this award,
 - (A) if the sub-recipient is a foreign NGO or IO, the sub-recipient will not, outside the United States (including its territories and

possessions), promote discriminatory equity ideology, engage in unlawful DEI-related discrimination, or provide financial support to any other foreign NGO or IO that conducts such activities.

(B) if the sub-recipient is a United States NGO:

(1) The sub-recipient will not, outside the United States (including its territories and possessions), engage in unlawful DEI-related discrimination.

(2) The sub-recipient will not, within the scope of any program, project, or activity for which foreign assistance funds are made available under this award, promote discriminatory equity ideology or engage in unlawful DEI-related discrimination.

Subject to sub-paragraph (7)(i)(B)(1) above, the sub-recipient is not prohibited from lawfully promoting discriminatory equity ideology uses outside the scope of a program, project, or activity for which funds are made available under this award, so long as the sub-recipient funds from sources other than the U.S. Government to do so.

(3) The sub-recipient agrees that any program, project, or activity for which funds are made available under this award must be organized so that the program, project, or activity is physically and financially separate from the activities described in sub-paragraph (7)(i)(B)(2) above (“prohibited activities”), such that there is an objective integrity and independence from such activities. Mere bookkeeping separation of funds under the award from other monies is not sufficient. Whether such objective integrity and independence exist will be determined based on a review of facts and circumstances, including:

(i) The existence of separate, accurate accounting records;

(ii) The degree of separation from facilities (e.g., treatment, consultation, examination and waiting rooms, office entrances and exits, and educational services) in which the prohibited activities occurs and the extent of such prohibited activities;

(iii) The existence of separate personnel, electronic or paper-based health care records (if applicable), and workstations; and

(iv) The extent to which signs and other forms of identification are present, and signs and material that

refer to, promote, or constitute, prohibited activities, are absent.

(ii) The recipient and authorized representatives of the U.S. Government may, at any reasonable time, announced or unannounced, consistent with [Part 200 of Title 2 of the CFR](#): (I) inspect the documents, trainings, and materials maintained or prepared by the sub-recipient in the usual or required course of its operations that describe the activities of the sub-recipient, including reports, brochures and service statistics; (II) observe activities conducted by the sub-recipient; (III) consult with personnel of the sub-recipient and those who receive the services of the sub-recipient; and, (IV) obtain a copy of audited financial statements or reports of the sub-recipient, as applicable.

(iii) In the event that the recipient or an authorized representative of the U.S. Government has reasonable cause to believe that a sub-recipient may have violated any of its undertakings under this award term, the recipient will review the foreign assistance program of the sub-recipient to determine whether a violation of such undertaking has occurred. The sub-recipient must make available to the recipient such books and records and other information as may be reasonably requested to conduct the review. Authorized representatives of the U.S. Government may review the foreign assistance program of the sub-recipient under these circumstances, and the sub-recipient must provide access on a timely basis to such authorized representatives to such books and records and other information upon request, consistent with [Part 200 of Title 2 of the CFR](#). In such an event, during the process of investigating any suspected violation, the Department of State may additionally order the recipient to suspend or withhold some or all payments of foreign assistance to the sub-recipient.

(iv) The U.S. Government shall terminate foreign assistance provided to the sub-recipient under this award if the sub-recipient violates any award terms under sub-paragraphs (7)(i)-(iii) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

(v) In addition to other remedies available to the U.S. Government, the sub-recipient's failure to comply with the requirements of this award provision may result in—

- (A) Suspension of payments until the sub-recipient has taken appropriate remedial action; and/or
- (B) Suspension or debarment.

(vi) In the event of termination, the sub-recipient must refund to the recipient any unexpended amounts furnished to the sub-recipient under this award, plus an amount equivalent to that used by the sub-recipient for activities prohibited under the terms of this award, up to the total amount of foreign assistance furnished to the sub-recipient under this award. Where the Department of State is not otherwise engaged in the determination to terminate a sub-recipient's award, the recipient must notify the Department of State of any action taken for a violation of any undertaking required under sub-paragraphs (7)(i)-(iii) above.

(vii) The sub-recipient may furnish foreign assistance under this award to any foreign NGO, IO, or U.S. NGO, only if the sub-recipient's agreement with the sub-sub-recipient contains the same terms and conditions as those provided by the recipient to the sub-recipient as described in sub-paragraphs (7)(i)-(iv) above.

(8) Where the terms and conditions of the award require the approval of sub-awards by the Department of State, the recipient must, consistent with [Part 200 of Title 2 of the CFR](#), include a description of the due diligence performed by the recipient on the sub-recipient before furnishing foreign assistance under this award.

(9) The recipient is liable to the U.S. Government for a refund for a violation by the sub-recipient of any requirement of this award term only if: (i) the recipient furnishes foreign assistance under this award to a subrecipient knowing that the subrecipient is in likely violation of the applicable award terms of this award term; (ii) the sub-recipient did not abide by the award terms required by sub-paragraphs (7)(i)-(iii) above, and the recipient failed to make reasonable due diligence efforts prior to furnishing foreign assistance to the sub-recipient; or, (iii) the recipient knows or has reason to know, by virtue of the monitoring that the recipient is required to perform under the terms of this award, that a sub-recipient has violated any of the award terms required by sub-paragraphs (7)(i)-

(iii) above, and the recipient fails to terminate foreign assistance to the sub-recipient, or fails to require the sub-recipient to terminate foreign assistance furnished under a sub-award that violates any award terms required by sub-paragraphs (7)(i)-(iii), above, or fails to take other appropriate corrective action consistent with sub-paragraph (7)(iv) above.

(10) Recipient acknowledges that authorized representatives of the U.S. Government may make independent inquiries in the community served by the recipient or a sub-recipient under this award regarding whether it is in compliance with the award terms required by sub-paragraphs (7)(i)-(iii) above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.