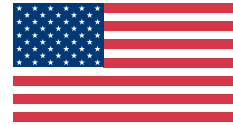

**U.S. DEPARTMENT OF STATE
AWARD PROVISIONS**



During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at:
<https://www.state.gov/federal-assistance-policies-appeals>
- The applicable sections of [2 CFR §200](#) and [2 CFR §600](#);
- All assurances and certifications made during the application process;
- All applicable laws

1) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

[SXXXXXX26XXXXXX]

2) FEDERAL SHARE OF AWARD:

\$(XXX)

3) PURPOSE AND OBJECTIVES OF AWARD:

a. Purpose:

[Insert Recipient Name] (hereinafter referred to as the Recipient), is hereby provided a Federal award, the purpose of which is to:

[Insert optional award title and a summary of the program/project].

The Recipient shall carry out this award in accordance with its proposal dated [insert signature date on the SF-424], and any revisions to which both parties agree in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

- b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

[Insert a list or table detailing the objectives and expected outcomes of the award, listing specific measurable indicators and activities as appropriate.]

4) CONTACT INFORMATION:

- a. Grants Officer:

[Insert Name]

[Insert Bureau / Mission / Section]

[Insert Address]

Telephone: [Insert Phone #]

Email: [Insert Email]

If Applicable:

- b. Grants Officer Representative:

[Insert Name]

[Insert Bureau / Mission / Section]

[Insert Address]

Telephone: [Insert Phone #]

Email: [Insert Email]

5) AUTHORIZED BUDGET SUMMARY:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance and on allowable closeout costs as outlined in [2 CFR §200.472\(b\)](#).

Budget Categories	Total Costs
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. U.S. Share of Costs (lines 9-10)	\$---
12. Recipient Share of Costs	\$---

6) INDIRECT COSTS:

Option 1

N/A

Option 2

Indirect expenses of the Recipient are based on a de minimis rate of up to 15 percent of Modified Total Direct Costs (MTDC) in accordance with [2 CFR §200.414\(f\)](#). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Definitions for MTDC and for participant supports costs are found [here](#). Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the federal cognizant agency for indirect costs.

Option 3

Type	Rate (%)	Applicable to
[provisional, predetermined, fixed, final, or other]	[XX%]	[i.e. Facilities, G&A, Fringe Benefits]

[provisional, predetermined, fixed, final, or other]	[XX%]	[i.e. Facilities, G&A, Fringe Benefits]
--	-------	---

The base of application for the rate(s) above is defined in the Recipient's Negotiated Indirect Cost Rate Agreement dated [insert NICRA effective date].

7) PRE-AWARD COSTS:

Option 1

N/A

Option 2

The Department of State hereby agrees to reimburse the Recipient an amount not to exceed \$[XXX] for allowable costs incurred from [insert pre-award start date] to [insert award start date].

8) PROGRAM INCOME:

Option 1 (Default)

Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs, reducing the overall total amount of the Federal award.

Option 2

Addition: Any program income earned by the Recipient as a result of this award and during the period of performance must be added to the total allowable costs, increasing the total amount of the Federal award. It must be used solely for the purposes and under the conditions of this award.

Option 3

Cost sharing: Any program income earned by the Recipient as a result of this award and during the period of performance may be used to meet the Recipient's cost sharing requirement.

9) COST SHARING:

Option 1

N/A

Option 2

It is understood and agreed that the Recipient must provide the minimum amount of cost sharing as stipulated in the Recipient's approved budget. Cost sharing may be in the form of allowable direct or indirect costs. The Recipient must maintain written records to support all allowable costs which are claimed as being its contribution. Such records are subject to audit. In the event the Recipient does not provide the minimum amount of cost sharing as stipulated in the Recipient's approved budget, the Department of State's contribution may be reduced in kind.

10) SUBRECIPIENTS:

Any subawards must comply with the requirements of [2 CFR §200.332—Requirements for pass-through entities](#).

Issuing a subaward that was not proposed with the specific subrecipient's name in the Recipient's approved proposal requires prior approval. The Recipient must submit the proposed subaward's budget, budget narrative and scope of work to the GO for review of cost allowability and approval prior to executing a subaward. The executed subaward does not need to be submitted to the GO but must be provided upon request.

11) CHANGES IN SUBRECIPIENTS:

Option 1

The inclusion of specific subrecipient(s) was a determining factor in the merit review or eligibility process. Changes in subrecipient(s) require GO approval.

Option 2

The inclusion of specific subrecipient(s) was not a determining factor in the merit review or eligibility process. Changes in subrecipient(s) do not require GO prior written approval.

12) PAYMENTS:

Option 1

Payments under this award will be made through the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS). Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. Instructions for requesting payments are available at: <https://pms.psc.gov/>.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Recipients may not draw down funds without the affirmative authorization of the Department of State. In addition, recipients must submit, with each PMS payment request, a detailed explanation justifying the request.

Failure to comply with the terms and conditions of this award may result in payment delays.

Option 2

The Recipient must request payment under this award by completing form SF-270—Request for Advance or Reimbursement and submitting the form to the Grants Officer. Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. All payment requests via SF-270 must be signed by an authorized representative of the Recipient organization.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Recipients may not draw down funds without the affirmative authorization of the Department of State. In addition, recipients must submit, with each SF-270 payment request, a detailed explanation justifying the request.

Failure to comply with the terms and conditions of this award may result in payment delays.

13) REPORTING AND MONITORING:

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

The Recipient is required to submit [select as appropriate: quarterly, semi-annual, annual, or interim] performance and [select as appropriate: quarterly, semi-annual, annual, or interim] financial reports. The Recipient is required to submit Performance Reports and Financial Reports according to the reporting cycles and dates listed below. Performance Reports must be signed and include the following statement: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate.” Financial Reports must be signed and certified.

Reports are due in accordance with the schedule below (30 days after the end of the reporting period for quarterly or semiannual reports or 90 days after the reporting period for annual reports). **Final performance and final financial reports are due 120 calendar days after the period of performance end date.** Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or cause delays in payments.

Performance Report Schedule

Report Range Start	Report Range End	Due Date

Financial Report Schedule

Report Range Start	Report Range End	Due Date

Performance Reports:

All performance reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

As appropriate, performance reports must contain:

- Progress toward achieving program objectives as included in section 3 of this award in a measurable way, referencing specific objectives, indicators, and activities.
- A comparison of actual accomplishments to the objectives of the Federal award established for the period. This should include information relating financial data and accomplishments to performance goals and objectives;
- Explanation of any challenges to meeting established goals or objectives;
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs; and

- Any lessons learned, information on improving program outcomes, and how to foster the adoption of promising practices [Include any additional reporting requirements as needed].

Performance reports must be submitted to the Grants Officers and Grants Officer Representative via [select as appropriate: email or MyGrants].

Financial Reports:

Option 1

All financial reports must be submitted using form SF-425—Federal Financial Report. Financial reports shall be completed in the Payment Management system. Instructions for completing the SF-425 in PMS are available at: <https://pms.psc.gov/>.

Financial Reports completed in PMS must also be downloaded and submitted to the Grants Officers and Grants Officer Representative via [select as appropriate: email or MyGrants].

Option 2

All financial reports must be submitted using form SF-425—Federal Financial Report. Financial reports shall be submitted directly to the Grants Officer and Grants Officer Representative unless they direct the recipient to submit them through a State Department system such as MyGrants.

The form and instructions are available at: [Post-Award Reporting Forms | Grants.gov](#).

Include the following paragraph if the award includes Foreign Assistance Funds AND multiple FADR elements apply (i.e. more than one subaccount for each program/sector/region).

This award is subject to the requirements under the Foreign Assistance Data Review (FADR). More than one FADR data element has been identified for this

award. As a result, additional reporting and payment requirements apply to this award. Please consult your Grants Officer for further information and guidance.

14) SUBSTANTIAL INVOLVEMENT:

Option 1

N/A

OR option 2

The Department of State will be substantially involved in carrying out the following aspects of this cooperative agreement:

[Insert a List or Table detailing how the Department will be substantially involved.]

15) ACKNOWLEDGMENT OF DEPARTMENT OF STATE SUPPORT AND BRANDING AND MARKING REQUIREMENTS:

Option 1

The Department of State Standard Terms and Conditions for Federal Awards requires that materials produced under a Federal award be marked appropriately to acknowledge the support of the U.S. Government.

Option 2

The Department of State has determined that for the purposes of this award, the Recipient is not required to publicly display Department of State and/or U.S. Government branding and marking for materials produced under this award, nor insert the disclaimers required in the Standard Terms and Conditions.

16) ADDITIONAL BUREAU/POST SPECIFIC REQUIREMENTS:

Option 1

N/A

Option 2

[Insert all additional bureau/post specific requirements.]

17) SPECIFIC CONDITIONS:

Option 1

N/A

Option 2

In accordance with [2 CFR §200.208](#), the Department of State may impose additional specific award conditions as needed based on the following factors:

- Review of OMB-designated repositories of government-wide data (for example, SAM.gov) or review of its risk assessment (See [2 CFR §200.206](#));
- The recipient's or subrecipient's history of compliance with the terms and conditions of Federal awards;
- The recipient's or subrecipient's ability to meet expected performance goals as described in [2 CFR §200.211](#); or a determination of whether a recipient or subrecipient has inadequate financial capability to perform the Federal award.

[Insert the nature of the additional requirements; the reason why the additional requirements are being imposed; the nature of action needed to remove the additional requirement, if applicable; the time allowed for completing the actions, if applicable; and the method for requesting reconsideration of the additional requirements imposed.]

18) SPECIAL PROVISION FOR PERFORMANCE IN A DESIGNATED COMBAT AREA:

Option 1

N/A

Option 2

The Department has a legal requirement, established by section 861 of the National Defense Authorization Act for Fiscal Year § 2008 and implemented through subsequent regulations, to report and account for all contractors working under grants or cooperative agreements in contingency operations outside the United States that involve combat operations. The common database to collect this information, called the Synchronized Pre-deployment Operational Tracker (SPOT), is managed by the Department of Defense. A Department SPOT Program Manager, based in GA/BMS/EDSA (GAOPS@state.gov) can assist the Grants Officers with Department of State issue concerning the SPOT system.

Currently the Department, via interagency Memorandum of Understanding (MOU), applies this requirement to awards operating in Iraq or Afghanistan.

The Recipient must report and account for all employees, subrecipient personnel, and contract personnel working under grants or cooperative agreements working in Iraq or Afghanistan.

For Recipients with personnel who are **NOT** performing private security functions and who do not need access to U.S. government support or facilities:

- Personnel, including U.S. citizens, third country nationals, and local personnel, are accounted for anonymously, in aggregate.
- The recipient must request an aggregate count template from the Grants Officer or Grants Officer Representative, who will obtain the template from the Department's SPOT Program Manager (GAOPS@state.gov) by submitting an ILMS Service Now Ticket here:
<http://ilmshelp.state.sbu/Select>, "Global Acquisition Request" from the support ticket selection tiles.
- The Recipient is responsible for updating the aggregate count every quarter by providing updated information via the "Aggregate Count" template to SPOT Program Manager for each SPOT award.
- The Recipient will complete the template and return to the Department's SPOT Program Manager via ILMS Service Now, who will enter the aggregate count data into the SPOT reporting system.

For Recipients with personnel who **ARE** performing a private security function; require access to U.S. government support, facilities, or services; or who may be eligible for special refugee or immigration status under U.S. regulation:

- The personnel funded under that award must be entered into SPOT individually with all required personal information.
- The Recipient must enter this information into the SPOT database directly. Unlike the aggregate count process, the Department's SPOT Program Manager does not enter this information into SPOT on behalf of the Recipient.
- The Recipient starts the process by registering for an account in SPOT by contacting the help desk at <https://spot.dmdc.mil/>.

Note: Recipients utilizing armed private security personnel, whether employed directly or via contract, are required to adhere to post policies and procedures regarding private security contractors. As specific post policies and procedures differ in scope and applicability, the Recipient is advised to review post policies carefully and direct any questions to the embassy Regional Security Office through the Grants Officer or Grants Officer Representative.

In addition, the Recipient is reminded that only the Grants Officer has the authority to modify this Notice of Award. Recipients shall proceed with any security guidance provided by the Regional Security Officer; however, the Recipient must advise the Grants Officer and Grants Officer Representative of the guidance received and any potential cost or schedule impact.

19) STATE DEPARTMENT LEAHY AMENDMENT VETTING REQUIREMENTS:

Option 1

N/A

Option 2

Funds provided under this award are subject to Section 620M of the Foreign Assistance Act of 1961, as amended, a provision titled “Limitation on Assistance to Security Forces” (the “Leahy Amendment”). Subsection (a) of that provision states: “(a) In General.—No assistance shall be furnished under this Act [the Foreign Assistance Act] or the Arms Export Control Act to any unit of the security forces of a foreign country if the Secretary of State has credible information that such unit has committed a gross violation of human rights.” Accordingly, none of the funds under this award may be used to provide training or other assistance to any unit or member of the security forces of a foreign country if the Department of State has credible information that such unit or individual has committed a gross violation of human rights.

In signing this award, the Recipient agrees to exercise due diligence to ensure compliance with the Leahy Amendment provision and Department of State policy, and to cooperate with the Department of State in implementation of the requirement.

The Department of State implements the Leahy Amendment requirement by vetting units or individuals proposed for training or other assistance to check for credible information of a gross violation of human rights by such units or individuals.

To facilitate Department of State vetting, the Recipient must provide the following information for proposed participants at least sixty (60) calendar days prior to commencing award activities. This information should be submitted to the U.S. embassy in the country where the award will be implemented in order to initiate Leahy vetting procedures:

Information needed: Full name, date of birth, country of birth, country of citizenship, gender, rank, title, and organizational affiliation. Please also include the activity and date that the activity will take place—if the person will participate throughout an extended program, please note the timeframe. Participant information should be submitted in the format attached.

Information required for “security forces” personnel: The above information is needed for each member of a foreign police or military unit (security forces, broadly defined) who will participate in any activity under this award. This

includes both civilian and military employees of security forces participating in any activities funded under this award, including training, workshops or meetings, conferences, or other activities.

The Recipient must collaborate with the relevant U.S. embassy on a case-by-case basis to determine if the Leahy requirement applies to specific activities or proposed participants. Individuals who are not members of the security forces but who participate in activities under the award (e.g., politicians, academics, etc.) generally do not need to be vetted.

Submission Deadline: Each candidate must be cleared under Leahy vetting in advance of participation in activities funded under this award. The vetting process typically takes approximately one month but may take longer if there are a large number of candidates or if issues arise. Thus, all information on proposed candidates must be received by the embassy at least sixty (60) days in advance of the training event or other activity.

The Recipient agrees that it will not include any security forces candidate in training or other activities funded under this award until the Department of State advises that the candidate has cleared Leahy vetting and is approved for participation.

20) REPORTING TAXES ON FOREIGN ASSISTANCE FUNDS:

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

N/A

Option 2 (For awards funded in whole or in part by Foreign Assistance Funds)

The Recipient is required to submit a report detailing foreign taxes assessed under this award during the prior U.S. Government fiscal year (10/01 — 09/30). The report must be submitted to the Grants Officer on an annual basis by February 15 even if no taxes were assessed. The Recipient must submit an updated report if the foreign government reimburses the Recipient for any of the taxes reported in a previous report. The report must include the Recipient's name, contact

information, award number, and the amount of foreign taxes assessed by a foreign government.

Taxes to be reported include value-added taxes and customs duties assessed by each foreign government receiving foreign assistance under this award, including under subrecipient awards or subcontracts, (listed separately) on any purchase of goods or services of \$500 or more on United States foreign assistance funds under this award. The Recipient is not required to report on individual income taxes assessed to local staff or any taxes assessed by a third-party foreign government, which is not a beneficiary of the foreign assistance funds used to finance this award.

21) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Option 1 (If award is funded with Public Diplomacy Funds or Foreign Assistance Funds)

N/A

Option 2 (For awards NOT funded with Public Diplomacy Funds or Foreign Assistance Funds)

The Recipient is prohibited from obligating or expending grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services, or systems.

Covered telecommunications equipment and services mean any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

22) KEY PERSONNEL

Option 1

N/A

[Note: if n/a is selected, then prior approval is not required for Key Personnel changes]

Option 2

The following are Key Personnel for this award:

[insert Organization names and position titles for each – typically it should be no more than 1 – 5 position titles for each organization]

Changes in Key Personnel require prior written GO approval in accordance with 2 CFR [200.308\(f\)\(2\)](#).

23) LANGUAGE

Option 1

The Recipient must submit performance reports and official correspondence for this award in English.

Option 2

The Recipient may submit performance reports and official correspondence for this award in English or [insert language version/dialect name].

24) AWARD SENSITIVITY DESIGNATION

Option 1

N/A

Option 2

The Grants Officer has deemed this award and its subawards, if any, as sensitive in accordance with [2 CFR 25.110\(a\)2\(i\)](#). The recipient and any subrecipients are exempt from the requirement to obtain a UEI and to register in SAM.gov.

25) 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).

26) 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.

27) 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.

28) CERTIFICATION REGARDING COMPLIANCE WITH 20 U.S.C. 1011F AND ANY OTHER APPLICABLE FOREIGN FUNDING DISCLOSURE REQUIREMENTS

Option 1: If the prime recipient of this award is an Institute of Higher Education (IHE) located in the US as defined in [20 U.S.C. 1001](#) OR if this award includes a subaward to an IHE located in the US (regardless of the prime recipient entity type)

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

Its compliance in all respects with section 1011f of title 20, United States Code, and any other applicable foreign funding disclosure requirements is material for purposes of section 3729 of title 31, United States Code, and for receipt of appropriate Federal grant funds.

Note to Recipient: If you are not an [Institute of Higher Education \(IHE\)](#) this provision is not applicable. This provision must be included in any subaward agreement to an IHE.

Option 2: If the prime recipient of this award is NOT an Institute of Higher Education (IHE) located in the US as defined in [20 U.S.C. 1001](#) AND this award does NOT include a subaward to an IHE located in the US (regardless of the prime recipient entity type)

N/A

29) CERTIFICATION OF TRAFFICKING IN PERSONS COMPLIANCE AND COMPLIANCE PLAN

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 estimated value of services to be performed outside the United States exceeds \$500,000:

By signing the DS-1909 Federal Assistance Award, the 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 [2 CFR 175.105\(a\)](#);

The recipient has implemented a Trafficking in Persons compliance plan to prevent activities described in [2 CFR 175\(a\)](#) and is compliant with this plan; and the compliance plan must follow the minimum requirements described in 2 CFR 175(b)(5).

- 2) That the Recipient has and will implement procedures to prevent activities described in [2 CFR 175.105\(a\)](#) 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 Grants Officer 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.

30) TERRORIST FINANCING

U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism, including as defined by 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.

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 there is an approved waiver 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 entity including the following recipient types: Foreign Commercial Firm, Foreign Educational Institution, Foreign NGO/PVO)

(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 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 these Requirements and Eligibility Criteria, 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](#).

(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 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 sub-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 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 (6) may not exceed the total amount of foreign assistance furnished under this award.

(7) The recipient may not furnish foreign assistance under this award to any other foreign NGO, IO, or any 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 (8) below.

(8) Prior to entering into an agreement to furnish foreign assistance to any other foreign NGO or IO, any United States NGO, 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 (8)(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 (8)(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](#).

(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 (8)(i)-(iii) above, unless the Department 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 (8)(i)-(iii) above.

- (vii) The sub-recipient may furnish foreign assistance under this award to any foreign NGO, IO, or any 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 (8)(i)-(iv) above.
- (9) 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.
- (10) 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 (8)(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 (8)(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 (8)(i)-(iii), above, or fails to take other appropriate corrective action consistent with sub-paragraph (8)(iv) above.
- (11) 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 (8)(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 a U.S. entity (including recipient types U.S. Commercial Firm,

**U.S. Educational Institution, U.S. Local Government, U.S. State Government,
U.S. Non-Profit Organization (501(c)(3))**

(1) The recipient agrees that it will not, during the term of this award, outside the United States (including its territories and possessions), provide abortion as a method of family planning.

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

Subject to sub-paragraph (1), the recipient is not prohibited from 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 recipient uses funds from sources other than the U.S. Government to do so.

(3) The 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 prohibited by sub-paragraph (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 occur 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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 (8) may not exceed the total amount of foreign assistance furnished under this award.

(9) The recipient agrees that it will 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 (10), below.

(10) Prior to entering into an agreement to furnish foreign assistance to a foreign NGO, IO, or any 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, and

(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 (10)(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 (10)(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 occur 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 (10)(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 (10)(i)-(iii) above; and

(vii) The sub-recipient may furnish foreign assistance under this award to a foreign NGO, IO, or a 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 (10)(i)-(iv) above.

(11) 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.

(12) 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, 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 (10)(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 (10)(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 (10)(i)-(iii) above, or fails to take other appropriate corrective action consistent with subparagraph (10)(iv) above.

(13) 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 (10)(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 entity including the following recipient types: Foreign Commercial Firm, Foreign Educational Institution, Foreign NGO/PVO)

(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 these Requirements and Eligibility Criteria, 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](#).

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

- (i) Suspension of payments until the sub-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 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 (6) may not exceed the total amount of foreign assistance furnished under this award.
- (7) 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 (8) below.
- (8) Prior to entering into an agreement to furnish foreign assistance to any other foreign NGO, IO, or United States NGO, 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 (8)(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.

(ii) 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 (8)(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.

(iii) 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.

(iv) 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](#).

(v) 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 (8)(i)-(iv) above, unless the Department of State determines, consistent with § 200.339 of [Title 2 of the CFR](#), that other corrective action is warranted.

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

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

(B) Suspension or debarment.

(vii) 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 (8)(i)-(iii) above.

- (viii) The sub-recipient may furnish foreign assistance under this award to any foreign NGO, IO, or U.S. NGO (the 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 (8)(i)-(iv) above.
- (9) 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.
- (10) 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 provision 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 provision; (ii) the sub-recipient did not abide by the award terms required by subparagraphs (8)(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 (8)(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 (8)(i)-(iii), above, or fails to take other appropriate corrective action consistent with sub-paragraph (8)(iv) above.
- (11) 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 (8)(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 a U.S. entity (including recipient types U.S. Commercial Firm,

**U.S. Educational Institution, U.S. Local Government, U.S. State Government,
U.S. Non-Profit Organization (501(c)(3))**

(1) The recipient agrees that it will not, during the term of this award, outside the United States (including its territories and possessions), provide sex-rejecting procedures.

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

Subject to sub-paragraph (1), the recipient is not prohibited from 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 recipient uses funds from sources other than the U.S. Government to do so.

(3) The 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 prohibited by sub-paragraph (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 occur 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.

(4) 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.

(5) 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](#).

(6) 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.

(7) 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.

(8) 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 (8) may not exceed the total amount of foreign assistance furnished under this award.

(9) The recipient agrees that it will not furnish foreign assistance under this award to any other foreign NGO, IO, or United States non-governmental organization

(NGO) (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in sub-paragraph (10), below.

(10) 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, and

(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 (10)(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 (10)(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 occur 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 (10)(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 (10)(i)-(iii) above; and

(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 (10)(i)-(iv) above.

(11) 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.

(12) 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, 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 (10)(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 (10)(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 (10)(i)-(iii) above, or fails to take other appropriate corrective action consistent with subparagraph (10)(iv) above.

(13) 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 (10)(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 entity including the following recipient types: Foreign Commercial Firm, Foreign Educational Institution, Foreign NGO/PVO)

(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 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 these Requirements and Eligibility Criteria, 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](#).

(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 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 sub-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 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 (6) may not exceed the total amount of foreign assistance furnished under this award.

(7) 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 (8) below.

(8) Prior to entering into an agreement to furnish foreign assistance to any other foreign NGO, IO, or United States NGO, 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 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:
 - (I) 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 (8)(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 the activities described in sub-paragraph (8)(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](#):

(A) 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;

(B) observe activities conducted by the sub-recipient;

(C) consult with personnel of the sub-recipient and those who receive the services of the sub-recipient; and

(D) 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](#).

(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 (8)(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 (8)(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 (8)(i)-(iv) above.

(9) 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.

(10) 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 (8)(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 (8)(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 (8)(i)-(iii), above, or fails to take other appropriate corrective action consistent with sub-paragraph (8)(iv) above.

(11) 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 (8)(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 a U.S. entity (including recipient types U.S. Commercial Firm, U.S. Educational Institution, U.S. Local Government, U.S. State Government, U.S. Non-Profit Organization (501(c)(3))

(1) The recipient agrees that it will not, during the term of this award, outside the United States (including its territories and possessions), engage in unlawful DEI-related discrimination.

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

Subject to sub-paragraph (1), the recipient is not prohibited from 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 recipient uses funds from sources other than the U.S. Government to do so.

(3) The 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 prohibited by sub-paragraph (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 occur 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.
- (4) 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.
- (5) 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](#).
- (6) 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.

(7) 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 action;
and/or

(ii) Suspension or debarment.

(8) 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 (8) may not exceed the total amount of foreign assistance furnished under this award.

(9) The recipient agrees that it will not furnish foreign assistance under this award to any other foreign NGO, IO, or United States non-governmental organization (NGO), (the sub-recipient), unless the recipient's agreement with the sub-recipient contains the same terms and conditions as described in subparagraph (10), below.

(10) 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 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, an

(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 (10)(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 (10)(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 occur 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 (10)(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 (10)(i)-(iii) above; and

(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 (10)(i)-(iv) above.

(11) 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.

(12) 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, 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 (10)(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 (10)(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 (10)(i)-(iii) above, or fails to take other appropriate corrective action consistent with subparagraph (10)(iv) above.

(13) 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 (10)(i)-(iii) above. Interaction with service recipients will comply with all applicable rules and regulations regarding privacy.