



September 15, 2022

## SUBAWARD AGREEMENT

The subaward agreement is awarded by the United Nations Association of Georgia (UNA-Georgia, www.una.ge) under the Cooperative Agreement No. 72011422CA00003, signed between the U.S. Agency for International Development (USAID) and UNA-Georgia on July 22, 2022.

The subaward is made to the ECONOMIC POLICY RESEARCH CENTER (EPRC, MB2HPK2HAJZ8), hereinafter referred to as the “Recipient”) on condition that the funds will be administered in accordance with the terms and conditions as set forth in

- Attachment A – Schedule
- Attachment B – Program Description
- Attachment C – Standard Provisions
- Attachment D – Branding Strategy and Marking Plan
- Attachment E – Internal Controls

### Federal Award Summary

1. Federal Award Type:	Cooperative Agreement
2. Federal Award Number:	72011422CA00003
3. Federal Award Date:	July 22, 2022
4. Requisition Number:	REQ-114-22-000008
5. Assistance Listing Number:	98.001
6. Assistance Listing Title:	USAID Civic and Economic Integration Program
7. Federal Award Agency:	U.S. Agency for International Development (USAID)
8. Federal Award Recipient:	United Nations Association of Georgia, U9B4LASXLEZ3
9. Federal Award Budget:	\$20,000,000.00
10. Indirect Cost Applied:	NICRA, Facilities & Administration

### Subaward Summary

11. Subgrant Awarding Agency:	United Nations Association of Georgia, U9B4LASXLEZ3
12. Type of award:	Grant Agreement, Cost Reimbursement

13. Awarding Agency Contact:	Lasha Jugheli, Chief of Party, <a href="mailto:lasha@una.ge">lasha@una.ge</a>
14. Subaward Number:	UNA-G-22-U-003
15. Subaward Recipient:	Economic Policy Research Center, MB2HPK2HAJZ8
16. Recipient Representative:	Nino Evgenidze, Executive Director
17. Recipient Project Manager:	TBD
18. Subaward Amount:	\$ 708,515
19. Obligated Amount:	\$ 153,411
20. Performance Dates:	September 15, 2022 – February 28, 2027
21. Budget Dates:	September 15, 2022 – September 30, 2023
22. Total Program Costs:	\$ 647,050
23. Total Indirect Cost:	\$ 61,465
24. Indirect Cost Type:	De Minimis

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Otar Kantaria, Executive Director



Nino Evgenidze, Executive Director



Lasha Jugheli, Chief of Party

Date: September 15, 2022

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## Attachment A, Schedule

### 1. Purpose of the Award

- 1.1. The purpose of this subaward agreement is to provide support for the program described in Attachment B to this Agreement entitled "Program Description."

### 2. Period of Award

- 2.1. The effective date of this Award is **September 15, 2022**. The estimated completion date of this Award is **February 28, 2027**.
- 2.2. Budget period is for **September 15, 2022**, to **September 30, 2023**.

### 3. Amount of Award and Payment

- 3.1. The total estimated amount of this Award for the period shown in 2.1 above is **\$ 708,515**.
- 3.2. UNA-Georgia hereby obligates the amount of **\$153,411**. The Recipient will be given written notice by UNA-Georgia when and if additional funds will be added. UNA-Georgia is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
- 3.3. To request cost reimbursement or advance payment, the Recipient must submit Reimbursement/Advance Request Form, as supplied by UNA-Georgia. Recipient must allow an estimated four weeks minimum before the payment can be made to the Recipient.

### 4. Award Budget

- 4.1. The following is the Award Budget for the total estimated amount of this Grant Agreement for its full period. Revisions to this budget shall be made in accordance with the Mandatory Standard Provisions entitled "Amendment of Award and Revision of Budget".

Cost Elements	Total Amount
1. Personnel & Fringe	\$ 168,340
2. Travel	\$ 30,400
3. Equipment	-
4. Supplies	\$ 2,200
5. Contractual	\$ 113,150
6. Construction	-
7. Other Direct Costs	\$ 332,960
8. Total Direct Costs	\$ 647,050
9. Indirect Charges	\$ 61,465

10. Total Cost	\$ 708,515
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## 5. Payment Schedule

The recipient may submit the request for reimbursement or advance payment as frequently as necessary, but the request for advance payment may not exceed 30 days of the recipient's projected expenses. Subject to UNA-Georgia's approval, three requests may be submitted covering 30-day sub-periods of a 90-day period. One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

Recipient's projected schedule of expenditures for the budget period:

- Fiscal Quarter 1 (September 15, 2022 - September 30, 2022): \$ 7 672,00
- Fiscal Quarter 2 (October – December 2022): \$ 26 078,00
- Fiscal Quarter 3 (January – March 2023): \$ 39 885,00
- Fiscal Quarter 4 (April – June 2023): \$ 39 888,00
- Fiscal Quarter 5 (July – September 2023): \$ 39 888,00

## 6. Indirect Cost Rate

5.1. 10% de minimis rate of modified total direct costs is applied. Modified total direct costs (MTDC) includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subaward). MTDC excludes equipment, capital expenditures, rental costs, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other distorting items may be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency. The rate must be used consistently across all USG awards.

## 7. Reporting and Evaluation

Recipient must submit reports to the UNA-Georgia as described below:

6.1. Annual Workplans: Annual work plans (AWP) are developed yearly (USG fiscal year), and include proposed activities for the given year, time-frame, implementation of activities, budget, review of the previous year's accomplishments (if applicable), problems and challenges encountered in achieving specified results, proposed annual outputs, and progress towards achieving the results. UNA-Georgia will approve work plans and the annual budget, as well as any revisions to them. Recipient's AWP must follow the template used by UNA-Georgia. If the first work-plan is not made part of this agreement, it will be due 30 days after the agreement is signed. Subsequent workplans will be due 90 days before the start of the USG fiscal year Q1.

- 6.2. Monitoring, Evaluation and Learning (MEL) Plan: The recipient must submit an subaward Monitoring, Evaluation and Learning (MEL) plan that includes baseline data based on a USG fiscal year calendar (reporting on progress should be based on achievements and results that occurred in the fiscal year ending September 30 and must meet ADS 201 requirements). Recipient's MEL Plan must follow the template used by UNA-Georgia. The Subaward MEL Plan should be revised as needed in response to changes in the activity or context that occur during the life of the activity. The Recipient and UNA-Georgia must agree upon the final choice of performance indicators useful for timely management decisions and credibly reflecting the actual performance of the project. MEL data must meet reasonable quality criteria of validity, reliability, timeliness, precision, and integrity, and be disaggregated by gender, geographic location, disability status as appropriate and feasible.
- 6.3. Quarterly Performance Reports: Within 15 days after each quarter of the USG Fiscal Year, the Recipient shall provide a quarterly performance report which will document overall progress towards the purposes and sub-purposes of the subaward, activities completed during the reporting period, any problems and challenges encountered during implementation (including financial issues) and how they were mitigated, data on all indicators established in the MEL Plan, and specific activities planned for the next quarterly reporting period. The format of the progress reports will be determined in consultation with UNA-Georgia.
- 6.4. Annual Reports: The USG fourth quarterly report serves as the annual report – thus, it is more extensive and contains more information than a quarterly report. Annual Reports should reflect the structure of the annual work plan. The Annual Report must be submitted to UNA-Georgia by October 15 of each year.
- 6.5. Final Report: The recipient shall prepare a final report on the award in lieu of the final quarterly performance report. The final report must be submitted no later than 45 days after the end of the award. The final report will clearly describe major accomplishments and results achieved attributable to activities under this subaward, an account of the sustainability of these efforts and/or results, final data for indicators in the performance management plan, an account of any problems encountered during implementation (including financial issues), and lessons learned and/or best practices identified during implementation.
- 6.6. Gender Reporting: As part of its regular reports, the recipient must collect, analyze, and submit sex disaggregated data and propose actions that will address any gender-related challenges that might arise from that data. The recipient will report any challenges to UNA-Georgia, who, in turn, will work with the USAID Mission's gender specialist to find reasonable solutions.
- 6.7. Close-out Plan: three (3) months prior to the completion of activities and/or the award end date, the recipient must submit a close-out plan for the award.
- 6.8. Geographic Information System (GIS) Reporting:

- 6.8.1. Activity Location Data: The recipient must provide UNA-Georgia with Activity Location Data semi-annually on April 5 and October 5. For this purpose, the recipient must fill in the appropriate Excel Spreadsheet “Activity Location Data GIS Report Template.” This template will be provided by UNA-Georgia.
- 6.8.2. Performance Indicators: The recipient must submit annually data for several key Performance Indicators that measure the most significant results (outcomes and outputs/deliverables) of the subaward by region, municipality, town, or village. This data must be submitted no later than November 5 each year and must reflect the results for the previous fiscal year disaggregated by geographic location. The recipient must work closely with UNA-Georgia to review the activity-level Monitoring and Evaluation (M&E) Plan to identify jointly key Performance Indicators that reflect and convey the most important results achieved or to be achieved. The number of these indicators will depend upon the complexity of the subaward and could range in number approximately from 1 to 10. For this purpose, the Recipient must fill in the appropriate Excel Spreadsheet “Performance Indicators GIS Report Template.” This template will be provided by UNA-Georgia.
- 6.8.3. Geographic Data: If created or acquired under this award, the recipient must provide annually on October 05 to UNA-Georgia any of the following types of Geographic Data:
  - 6.8.3.1. Thematic data such as social and economic statistics at municipality level, poverty data, demographic and health indicators, land use, land cover, hydrology, and transportation infrastructure; UNA-Georgia prefers to receive this data in GIS standard formats, however standard database formats are also allowed;
  - 6.8.3.2. Activity specific geographic data such as the analytical output of a geographic analysis that is conducted while implementing the activity and is useful to development planning and project design purposes; or
  - 6.8.3.3. Any other geographic data, such as cartographic products (e.g. maps, geographic data visualizations), aerial and satellite imagery created or acquired under this award. Cartographic products submitted to UNA-Georgia must be in industry standard Esri Map Document .mxd format and in high resolution .jpg or .pdf formats. All data contained in the .mxd must be submitted according to the Geographic Data standards outlined in next paragraph.
- 6.8.4. Geographic Data submitted to UNA-Georgia under this paragraph must be in industry standard formats such as Shapefile (.shp) or in a File Geodatabase and include metadata. Metadata is a summary document providing content, quality, type, creation, and spatial information about a data set. It represents who, what, when, where, why and how of the resource. Metadata can be stored in any format such as a text file, Extensible Markup Language (XML), or database record. Metadata records include core library catalog elements such as Title, Abstract, and Publication Data; geographic elements such as

Geographic Extent and Projection Information; and database elements such as Attribute Label Definitions and Attribute Domain Values. Geographic Data must be projected to the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984). All data must use the World Geodetic System 1984 (WGS 1984) datum.

- 6.9. **Financial Reporting:** The recipient must submit the Financial Report Form, as provided by UNA-Georgia, on a quarterly basis to UNA-Georgia.
- 6.9.1. The recipient must submit the financial reporting forms no later than 15 calendar days after the end of each standard Federal quarter (i.e. October - December, January - March, April - June, July - September).
  - 6.9.2. The recipient must submit quarterly financial reports no later than 15 calendar days after the end of each reporting period.
  - 6.9.3. The recipient must submit the final financial report no later than 45 calendar days from the end of the agreement.
  - 6.9.4. UNA-Georgia may request additional reporting before any or all reimbursements or advance payments to the Recipient (daily transaction ledger, supporting documentation, other).
- 6.10. **Other Requirements:** The Recipient will use the standard form Performance Progress Report (SF-PPR) to report performance progress for the program under the award when the program exceeds \$100,000 or more per project/grant period.

## **7. Title to Property**

- 7.1. Title to all property will be vested with the Recipient in accordance with the provision entitled "Title to and Use of Property".

## **8. Authorized Geographic Code**

- 8.1. The authorized geographic codes for procurement of goods and services under this Award are 937 (the United States, the Recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source) and 110 (the United States, the Independent States of the former Soviet Union, or a developing country, but excluding any country that is a prohibited source).

## **9. UNA-Georgia's Involvement**

- 9.1. UNA-Georgia's involvement during the implementation of this Agreement must be limited to approval of the elements listed below. UNA-Georgia's designated staff will be reasonably involved in the administration of the subaward agreement to ensure the recipient achieves the agreement objectives in compliance with Cooperative Agreement 72011422CA00003,

under which this grant agreement is issued, as well as the following areas in accordance with ADS 303.3.11, 48 CFR 31.2, or other applicable federal guidelines and regulations:

- 9.1.1. Review and approval of Recipient's work plans and Monitoring, Evaluation, and Learning (MEL) Plan, and review and approval of Recipient's annual budget by UNA-Georgia.
- 9.1.2. Review and approval of key personnel (if applicable) by UNA-Georgia.
- 9.1.3. Approval of sub-awards/subcontracts, and/or the substantive technical /programmatic provisions of the subaward by UNA-Georgia.
- 9.1.4. UNA-Georgia's monitoring to permit specific kinds of direction or redirection of the work because of the interrelationships with other projects or activities.
- 9.1.5. UNA-Georgia's financial monitoring to ensure Recipient's compliance with federal regulations and guidelines.
- 9.1.6. The ability to immediately halt an activity if the recipient does not achieve the specified results and/or targets specified in the Work Plan and Monitoring, Evaluation and Learning Plan, or otherwise fails to comply with the terms and conditions in this subaward agreement or other applicable USAID regulations.

## **10. Subawards**

- 10.1. No subawards are permitted under this subaward agreement.

## **11. Profit**

- 11.1. No profits or fees are permitted under this subaward agreement.

## **12. Program Income**

- 12.1. The Recipient shall account for program income in accordance with the Standard Provision entitled "PROGRAM INCOME (AUGUST 2020)." Program Income earned under this award shall be added to the project.

## **13. Place of Performance**

- 13.1. The activity will be implemented in Georgia.

## **14. General Terms and Conditions**

- 14.1. Controlling Language: should this subaward agreement or any of the attachments or appendices be translated into a language other than English for signature, the English language version will govern in the event of differences between the two versions.

- 14.2. Assignment: The recipient shall not assign or otherwise transfer any of its responsibilities under this Agreement to any other party without the written permission of UNA-Georgia. Unless authorized by a provision of this agreement or an amendment thereto, the recipient is prohibited from further sub-granting funds made available under this subaward agreement.
- 14.3. Payment: reimbursements or advances will be paid only upon submission of a completed "Request for Payment", as supplied by UNA-Georgia. Each Request for Payment is subject to review and approval by UNA-Georgia. Approval will be contingent upon satisfactory completion of subaward reporting requirements as of the date of request (program and financial reports), as well as additional financial documentation if and as requested by UNA-Georgia.
- 14.4. Bank Account: the recipient is required to maintain separate bank account for subaward funds. This requirement can be waived by UNA-Georgia, if such request is adequately justified by the Recipient. The Recipient must receive a signed waiver from UNA-Georgia for the requirement to be considered waived.
- 14.5. Audit and compliance assessments: Recipient may be selected by UNA-Georgia to undergo audit or compliance audit by UNA-Georgia staff or external auditors. Recipient must be available for such review and must make all records available at UNA-Georgia's or auditors' request. UNA-Georgia, external auditors, and the relevant offices of US Government will have access to all books, documents, papers, and records, whether written, printed, recorded, produced or reproduced by any mechanical, magnetic, or other process or medium, belonging to or in use by the Recipient pertaining to its financial transactions and necessary to facilitate the audit; and they shall be afforded full access to facilities to verify transactions and assets held by depositories, fiscal agents and/or custodians. All books, documents, papers, and records of the Recipient shall remain in the possession and custody of the Recipient. Recipient agrees to supply daily transaction ledger upon UNA-Georgia's request, and submit supporting documentation for selected transactions before the payments are made. If this subaward is made to a U.S. organization, the Recipient becomes subject to the audit requirements contained in 2 CFR 200, subpart F.
- 14.6. Policies and Procedures: Recipient shall use its own written policies and procedures (procurement, personnel, travel, conflict of interest, other internal control policies) in administering this subaward agreement provided they conform with applicable USAID rules, principles, and regulations. As such, Recipient's applicable policies and procedures are made a mandatory part of this subaward agreement and must be updated annually with latest copies of Recipient's procedures (if and as revised). In the absence of annual single audit reports, UNA-Georgia retains the right to make such determination in both pre-award and post-award phases of the subaward agreement. Should UNA-Georgia deem the Recipient's program or financial performance insufficiently compliant with subaward objectives or USG regulations, UNA-Georgia reserves the right to request revisions of recipient's policies at

any point of subaward implementation. Recipient agrees to submit the latest versions of its internal control systems annually.

- 14.7. Cost Categories: funds can be transferred among direct cost categories listed in the award budget without the grant amendment or UNA-Georgia's prior approval when the cumulative amount of such transfers does not exceed or is not expected to exceed 10% of the total award amount.
- 14.8. International travel: Recipient must provide advance notification to UNA-Georgia of any international travel, budgeted or not. Notification should be submitted as early as possible before travel commences and include the reason for the change, how the travel will support the stated subaward objectives, and any budget adjustments needed to fund the travel.
- 14.9. Indirect Costs: If the Recipient does not have a federally approved negotiated indirect rate agreement, UNA-Georgia may negotiate the indirect cost rate or where applicable and justified, may include a de minimis rate of 10% of modified total direct costs (MTDC). As described in 2 CFR § 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as Recipient chooses to negotiate for a rate, which the Recipient may apply to do at any time.
- 14.10. Release: The Recipient acknowledges that neither UNA-Georgia nor USAID assume any liability for third party claims for damages or otherwise arising out of or relating to this subaward or Recipient's performance. The Recipient releases UNA-Georgia and USAID from and against any claim or liability at law or in equity arising out of or relating to the subaward agreement. UNA-Georgia is not responsible for any employment or contractual relationship with Recipient's staff whether employees or independent contractors, nor assumes any tax or contractual responsibilities for activities that are developed or implemented by the Recipient.
- 14.11. Suspension: The Agreement may be suspended in whole or in part, at any time, or from time to time: (i) by mutual agreement, (ii) by UNA-Georgia's decision in response to termination, suspension, or other limitation of the prime award, or a change in implementation; or (iii) for Recipient's default or substantial noncompliance with the requirements of the subaward agreement. In each case, written notice will be issued stating the effective date of the action and what funds, if any, will be available to support expenditure after such date.
- 14.12. Termination: UNA-Georgia may unilaterally terminate this grant agreement, at any time, in whole or in part, for any of the following reasons: (i) material noncompliance by the Recipient with the terms of this agreement or other applicable USAID regulations and guidelines, (ii) Recipient's financial insolvency or bankruptcy, (iii) termination, suspension, or other limitation of the prime award with USAID, (iv) UNA-Georgia may

unilaterally terminate the Agreement if subaward implementation is deemed non-compliant with the stated goals and objectives of the prime award (cooperative agreement).

- 14.13. Taxes and Reporting: The Recipient agrees to take all reasonable steps to secure all available direct or indirect exemptions, reductions, remissions, and/or rebates regarding any VAT or customs duties to which it might be subject under the grant agreement.
- 14.14. Branding and Marking: Branding and Marking Strategy of the Prime Award is a mandatory part of this agreement and the Recipient's mandatory guide for all branding and marking requirements. The Recipient is obligated to include the logos and/or name of the prime award and the U.S. Agency for International Development (in compliance with the branding strategy and marking plan for the prime award) in all project-related printed materials, including brochures, leaflets, posters, appearing either at the top or at the bottom of the front cover, or if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. The recipient should submit draft publications for UNA-Georgia's review to ensure that the material is properly branded.
- 14.15. The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

End of Attachment A, Schedule

## Attachment B, Program Description

### USAID Civic and Economic Integration Program

15. USAID Civic and Economic Integration Program (working title) is designed to serve as a hub in USAID's integration programming in Georgia. It will deploy the strategic approaches of learning, capacity building, networking, co-creation, and co-investment to activate the result chains of citizen engagement, enhanced minority participation, information resilience, employment, and growth.
16. The program aims at an *adaptive change*, which requires openness to constant assessment of volatile social environment, as well as the built-in mechanisms for deliberate learning and adjustment, so that the considerable experience and linkages of its partners are constantly geared towards achieving the behavioral impact.
17. The program will be advised through the Civic & Economic Integration Partners Conference, engaging a broad spectrum of public and private partners and stakeholders annually, but will be supported in its strategic deliberations by a more versatile and hands-on Advisory Partners Board. APB will bring together key government, CSO, and private sector partners, and will meet bi-annually for "pause and reflect" exercise, to analyze the implementation context, to track progress towards the objectives, and to co-create actions for the upcoming period. This approach will draw on and contribute to the community of learning.
18. The program will create a broad coalition of public and private actors, will provide funding instruments to empower Georgia's minorities, and will assist the government in building resilient infrastructure of national integration. By mustering a cohesive response to societal and governance challenges, it will also aim to curtail the effectiveness of malign misinformation efforts.
19. The program will pursue this course by: addressing research and data gaps to enable minorities participation in policy-making and to measure their behavioral impact; catalyzing actionable interventions as the basis for creative solutions; using market-based approaches; ensuring a broader set of change-makers in business sector to amplify engagement; enabling learning by elevating the role of minorities and other stakeholders in sharing lessons learned; and embedding localized, market-driven solutions into everyday spaces and mechanisms such as youth centers, internship and apprenticeship programs, etc.
20. The program will deploy two grant facilities with a total budget of \$4 million: [1] Georgia Integration Grants Facility, Lot 1: Policy, Participation, Advocacy Grants will provide estimated USD 2 million targeted support to the creation of knowledge products, capacities, development of policy mechanisms, help facilitate co-creation, support collaborative projects contributing to minority integration by champions of integration, including from Orthodox Clergy. [2] Georgia Integration Grants Facility, Lot 2: Growth, Employment, Linkages Grants – an estimated USD 2 million to co-create and co-fund solutions with private and public sector actors, to expand business/industry association activities in minority regions, co-create solutions for economic activities, encourage digital transformation, acceleration, membership in local business associations, connect value chains and create hiring pipelines in targeted regions.

*Core adaptive methodological blocs and corresponding tools*

- 21.** Social and Behavioral Change (annual) practices will help identify key behaviors and social, psychological, and situational barriers that prevent positive change. The program will keep actual behaviors at the forefront in how it understands, measures, and adapts program performance, and will use it to continuously revisit and refine its theory of change. Behavioral assessment will be conducted at the outset of the program to identify, map, and prioritize the barriers, and to form the response strategies. Behavioral harvesting will be conducted annually, to help the program revisit the findings from the behavioral assessment.
- 22.** Political Economy Assessment (annual) will situate interventions in real time and “unpack” the complexity of the social change that the program will be trying to support. PEA will be conducted annually and will seek to map stakeholders, power dynamics, and incentives around core questions to inform the project. The analysis will identify government counterparts, private sector representatives, CSO leaders, and others who have an interest in civic and economic integration. The program will engage with these stakeholders through focus group discussions, key informant interviews, and polling. Opportunities to foster better private sector engagement and will also include information about technological opportunities for civic integration, such as translation apps or apps to learn each other’s languages.
- 23.** Collaboration, Learning, Adaptation: the program will develop a robust CLA plan, emphasizing continuous learning to support more timely adaptive management. It will incorporate context monitoring (8. PEA) in addition to performance monitoring. Through this focus on context, the program will be able to interpret activity performance in terms of changes in social, economic, and political environment affecting programmatic outcomes (and vice versa), and to adapt implementation accordingly. The draft approach, developed in collaboration with relevant project partners, will incorporate quantitative research methods including experimental, and quasi-experimental designs, and qualitative research methods including ethnographic research, participant observation, case study, interviews, and focus groups.
- 24.** Regular Pause-and-Reflect Sessions will be built into the program cycle both for government and key stakeholders, and on local level. These sessions will support adaptive management and technical excellence and will involve (a) project staff (quarterly) and (b) institutions and organizations working with the project (annual). Their objective is to ensure that assistance is meeting needs and is on track to support integration in social, political, and economic life. The insights form the basis for learning and will feed into programmatic adjustments under MEL.
- 25.** Nationwide polling (baseline in September – November 2022), capacity assessment surveys, and other instruments will be deployed towards the accomplishment of program’s objectives. These approaches will be geared at enhancing the participatory, co-creation processes involving the government as well as civil society and private sector organizations.
- 26.** Continuous learning outputs will be built into project management process based on regular internal communications briefings, to share findings and lessons learned, as well as through short

deliverables to communicate real-time findings to stakeholders (for example, monthly briefs containing implementation highlights and preliminary data analysis, and bi-monthly “snapshots” visualizing preliminary data analysis).

## **27. Overarching objectives and expected key result areas**

*Expected result 1.1: Participatory policy-development mechanisms regularly engage minority and majority constituencies in substantive consultation.*

**28.** Through ER1.1, the Program will work in two key directions: [1] engage the minority and majority actors in substantive, structured consultations to experiment and co-create mechanisms of public engagement in policy process; and [2] build the capacity of key government actors, such as SMRCE, as well as PDO’s Tolerance Center and CNM/CR to accommodate the meaningful engagement of CSOs, public and private actors in experimental co-creation process, through offering training, expertise, co-funding and grantmaking support.

Illustrative workstreams and activities include: policy process co-creation to co-design the format of channeling minority policy inputs into GOG policy-making processes; development of knowledge products (including reviews of sectoral policies, policy papers, briefs, etc.); strengthening minority policy development capacities; mapping the behavioral barriers that hinder minority participation in policymaking; promote minority interaction with private sector, associations; facilitate minority interaction with political parties, local governments; ensure structural/behavioral analysis of minority bodies, support CNM/CR to engage in a sustained policy dialogue; spearhead nudge advocacy to address the barriers to minority participation; scale up coalitional advocacy under the “No-To-Phobia platform” to address hate speech, discrimination, minority access to policy dialogue, services, and opportunities; provide regular hate speech monitoring; carry out behavioral communication campaign; engage minority communities to co-create advocacy & outreach campaign on minority issues; and engage with champions of the orthodox clergy and identify opportunities for collaborations.

*Expected result 1.2: Target GOG entities demonstrate improved capacity to design and implement policies and services that are inclusive of ethnic and religious minorities.*

**29.** The program will work closely with the Public Defender’s Office (PDO) and its Tolerance Center. SMRCE will be the program’s key partner in the executive. These will be supported by the resource partners for expert and capacity development support, selected based on matching expertise. Wider circle of GOG counterparts will include the AOG, Civil Service Bureau (CSB), Public Service Development Agency (PSDA), and other relevant central and local government offices, with a particular focus on minority regions.

Illustrative workstreams and activities include: provision of operational funding for PDO; technical support to GOG, including for the implementation of the State Strategy for Civic Equality and Integration; “technical assistance fund” to fund or co-fund the design and deployment of

technical solutions to increasing minority participation in decision-making in public and private institutions; cycle of sensitivity training for relevant public offices and businesses; budgetary expansion of 1+4 program and state internship programs; upgrade & adaptation of public services to meet minority needs and design innovative solutions for higher minority integration; support to improve Georgian language instruction; facilitate minority participation in policy co-creation process and effectively feed minority inputs into relevant policy documents and frameworks.

*Expected result 2.1: Mutually beneficial business linkages between minority and majority regions are increased.*

**30.** The program will identify communities with high potential for economic linkages and will leverage cost contributions to catalyze local economic development in target regions. The activity will foster market linkages of rural households, trade associations, and other local stakeholders to strengthen the market relations between minority and majority areas. Within the 2nd objective, the program will provide incentives for Georgian business actors to enter the minority regions, and make their resources, expertise, supply chain infrastructure, market linkages, skills, jobs, and youth opportunities, available for economic integration to minority regions.

Illustrative workstreams and activities include: develop political economy and behavioral barriers assessments to map all barriers to minority participation in national economy; conduct market assessment and market solutions to identify economic activities with most potential to contribute to civic and economic integration; link up with private sector actors, business associations, and major market players to design market-based solutions to minority integration; incentivize PSE and economic solutions (co-create and co-fund solutions with private sector, expand association presence and memberships in minority regions, encourage digital transformation, acceleration, connect value chains, and create hiring pipelines in targeted regions); deliver blended work preparedness program; develop transversal skills among youth; incentivize relevant business/industry associations to expand presence/memberships in minority regions, including through demo subsidies of membership fees; contribute to linking VET system with market-based education services;

*Expected result 2.2: Mutually beneficial socio-cultural linkages between minority and majority youth are expanded.*

**31.** Existing 14 youth centers, operated under USAID's PITA project will be re-launched (September – October, 2022) and two additional ones opened in Pankisi and mountainous Adjara. The centers will be re-cast as service/opportunity hubs, providing access to hiring pipelines established under ER2.1, and continuing to function as a cross-sectoral focal point for civic and social engagement activity.

Illustrative workstreams and activities include: expanding the state internship program in partnership with SMRCE; interacting with business partners and co-funding apprenticeships / employment on a larger scale; create safe space for youth and re-design youth centers as

opportunity hubs through blending civic activism with increased range of market-driven services; train and enable local “ambassadors” in diverse areas, including digital, entrepreneurship, etc.; develop and operationalize career guidance services at youth centers; co-finance experimental linkages of art and activism to advocate for equality, provoke attitudinal and behavioral change in ethnic majority and minorities; organize inter-regional exchange program under YCs and work with private sector to co-finance exchanges and apprenticeships; deliver media, information, digital literacy training in target regions.

## **Statement of Work Statement of Work under Cooperative Agreement 72011422CA00003**

### **Economic Policy Research Center, MB2HPK2HAJZ8**

#### **32. General Role:**

Within the USAID Civic and Economic Integration Program (hereinafter, “the Program”), EPRC will be engaged as a policy research and policy learning partner. As the main policy learning partner of the Program, EPRC will help bring light to most pressing policy and economic, and other issues affecting minorities, offer evidence-based recommendations, and help stimulate public and private dialogue nationwide. EPRC will also serve as the local resource mechanism for the Democracy International (DI), as requested and prior discussed with the UNAG.

EPRC will co-create relevant knowledge products through participatory processes both proactively and on-demand, and inform and advance the policy dialogue and advocacy efforts.

#### **33. Key Processes and Deliverables:**

EPRC will be expected to establish Civic and Economic Integration Task Forces in different thematic areas/directions relevant for ethnic and religious minorities. The major role of the task forces will evolve around two directions: creation and supply of knowledge products, and outreach/advocacy campaigns.

#### **34. Detailed Scope of Work & Deliverables for the budget period:**

- 34.1. EPRC will co-create relevant knowledge products (including policy reviews and papers, research studies, opinions, assessments, etc.) through participatory processes both proactively and on-demand. EPRC will be taking part in the reviews of minority-relevant sectoral policies, including education, health, public services, etc; applicability and accessibility of budgetary process to minorities, obstacles to access to and participation of minorities in civil service, etc. Within this direction, EPRC will also inform and advance the policy dialogue of the Program.



- 34.2. During the first year of the project, 2 task forces, 2 policy framework documents, and 6 policy briefs will be created. Each task force will gather at least 6 times during the year and produce 3 policy briefs per topic.
- 34.3. EPRC and EPRC's Task Forces, in collaboration with UNA-Georgia and relevant Program partners, will engage minority communities and bodies to co-create outreach and advocacy campaigns on minority issues. EPRC/Task Forces will work to promote minority interaction with the private sector, industry associations, government and non-government actors through regular meetings, networking events, and other relevant venues and platforms. During the first year of the project, 4 workshops for PDO's ethnic and regional minority councils, 4 regional policy dialogue forums, and 4 working meetings with the government representatives will be held.
- 34.4. EPRC will organize an Annual Civic and Economic Integration Conference (a minimum of 4 conferences in total 5 years), engaging a broad spectrum of public and private partners and stakeholders. The annual conference will be an opportunity to show project progress, key findings and, sharing and gaining experience and expertise, showcasing impact and planning the next years' activities through engagement with the key stakeholders in the process.

End of Attachment B, Program Descriptions

## **Attachment C, Standard Provisions**

### **35. Allowable Costs**

- 35.1. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles:
- 35.1.1. 2 CFR 200, Subpart E, Cost Principles
  - 35.1.2. 48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations
- 35.2. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from UNA-Georgia that are required by the applicable cost principles. The recipient may obtain the UNA-Georgia's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. UNA-Georgia reserves the right to make a final determination on the allowability of costs.
- 35.3. No profits or fees are permitted under this grant agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."
- 35.4. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."

### **36. Accounting, Audit, and Records**

- 36.1. Accounting, Retention, and Access to Records:
- 36.1.1. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award.
  - 36.1.2. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by UNA-Georgia, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

36.1.3. The recipient must grant timely access to UNA-Georgia, USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents.

### 36.2. Audits

36.2.1. The recipient must have an annual audit, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.

36.2.2. The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts. However, the recipient must make records pertaining to this award for that fiscal year available for review by UNA-Georgia, USAID, or their designees upon request.

36.2.3. UNA-Georgia retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of the use of grant funds, regardless of the audit requirement.

### 36.3. Subawards and Contracts.

36.3.1. If the recipient provides resources under this subaward to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

36.3.2. This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

### 36.4. Amendment of the Award and Revision of the Budget

36.4.1. This award may only be amended in writing, by formal amendment or letter, signed by UNA-Georgia, and in the case of a bilateral amendment, by UNA-Georgia and the authorized official of the recipient.

36.4.2. In addition to other approvals required in this award, the recipient must receive prior written approval from UNA-Georgia to:

- 36.4.2.1. Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (amendment required).
- 36.4.2.2. Receive an additional obligation of funds in excess of the amount currently obligated (amendment required).
- 36.4.2.3. Change key personnel, if specified in the award.
- 36.4.2.4. Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award.
- 36.4.2.5. Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa.
- 36.4.2.6. Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, "Allowable Costs".
- 36.4.2.7. Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories.
- 36.4.2.8. Transfer funds allotted for construction activities (as defined in the Mandatory Provision entitled, "Limiting Construction Activities") to other cost categories, or vice versa.
- 36.4.2.9. Subaward or contract any work under this award, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or
- 36.4.2.10. If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by UNA-Georgia.

36.4.3. Failure by the recipient to obtain the approvals required above, or elsewhere in this award, may result in UNA-Georgia disallowing such costs. UNA-Georgia is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, UNA-Georgia will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

### **37. Notices**

37.1. Any notice given by UNA-Georgia or the recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows:

- 37.1.1. To the UNA-Georgia and Chief of Party, at the address specified in this award; or
- 37.1.2. To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

### **38. Procurement Policies**

- 38.1. The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."
- 38.2. Procurement Policies and Procedures:
  - 38.2.1. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements.
    - 38.2.1.1. Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:
      - a. All responsible sources are permitted to compete in an equal manner;
      - b. Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient;
      - c. Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors;
      - d. The recipient is encouraged to use U.S. small businesses whenever practicable.
    - 38.2.1.2. Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.
    - 38.2.1.3. The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.
    - 38.2.1.4. Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

- 38.2.1.5. Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.
- 38.2.1.6. Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.
- 38.2.2. The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to UNA-Georgia and USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation: a. Basis for contractor selection; b. Justification for lack of competition when competitive bids or offers are not obtained; and c. Basis for award cost or price.
- 38.2.3. The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a-percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.
- 38.2.4. For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions: a. Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and b. In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

### **39. Eligibility Rules for Procurement of Commodities and Services**

- 39.1. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- 39.2. Ineligible and Restricted Commodities and Services:
- 39.2.1. Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award: a. Military equipment, b. Surveillance equipment, c. Commodities and services for support of police or other law enforcement activities, d. Abortion equipment and services, e. Luxury goods and gambling equipment, or f. Weather modification equipment.
- 39.3. Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" and Standard Provision "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.
- 39.4. Restricted Commodities. The recipient must obtain prior written approval of UNA-Georgia or comply with required procedures under an applicable waiver, as provided by UNA-Georgia when procuring any of the following commodities: a. Agricultural commodities, b. Motor vehicles, c. Pharmaceuticals, d. Pesticides, e. Used equipment, f. U.S. Government-owned excess property, or g. Fertilizer.
- 39.5. Source and Nationality: Except as may be specifically approved in advance by UNA-Georgia, all commodities and services that will be reimbursed under this grant award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228.
- 39.6. Guidance on the eligibility of specific commodities and services may be obtained from UNA-Georgia. If UNA-Georgia or USAID determine that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, UNA-Georgia may require the recipient to refund the entire amount of the purchase.

#### **40. Title and Use of Property**

- 40.1. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.
- 40.2. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID funds:
- 40.2.1. Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.

- 40.2.2. Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.
- 40.2.3. Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.
- 40.2.4. Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.
- 40.3. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
  - 40.3.1. The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of UNA-Georgia and USAID.
  - 40.3.2. When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority: a. Activities funded by USAID, then b. Activities funded by other United States Government (USG) agencies, then c. As directed by UNA-Georgia.
- 40.4. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:
  - 40.4.1. Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.
  - 40.4.2. A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.
  - 40.4.3. A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify UNA-Georgia. The recipient may be liable where insurance is not sufficient to cover losses or damage.
- 40.5. Upon completion of this award, the recipient must submit to UNA-Georgia a property disposition report of the following types of Property, along with a proposed disposition of such Property: a. All equipment that has a per unit current fair market value at the end of this

award of \$5,000 or more; b. New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more; c. Real or intangible property, of any value.

- 40.6. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless UNA-Georgia directs the recipient in writing within 60 days of UNA-Georgia's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following: a. The recipient may retain title with no further obligation to UNA-Georgia; b. The recipient may retain title, but must compensate UNA-Georgia for the UNA-Georgia share, based on the current fair market value of the Property; c. The recipient may be directed to transfer title to UNA-Georgia or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.
- 40.7. UNA-Georgia may direct, at any time during this award, that title to the Property vests in the UNA-Georgia, USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide UNA-Georgia with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by UNA-Georgia.

#### **41. Submissions to the Development Experience Clearinghouse and Rights in Data**

- 41.1. The recipient must provide UNA-Georgia one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
- 41.2. Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID and UNA-Georgia reserve a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- 41.3. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID and UNA-Georgia reserve a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

#### **42. Marking and Public Communications**

- 42.1. The recipient must implement all requirements of the Branding Strategy and Marking Plan, which is part of this grant award. As a condition of receipt of this subaward, marking with the USAID Identity and UNA-Georgia logo of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID and UNA-Georgia may, at their discretion, require marking by the subrecipient with the USAID Identity and UNA-Georgia logo.
- 42.2. UNA-Georgia may require a preproduction review of program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) to ensure compliance with an approved Marking Plan.
- 42.3. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to UNA-Georgia in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows: ""The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.""
- 42.4. Any "public communication" in which the content has not been approved by UNA-Georgia / USAID must contain the following disclaimer: "This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of UNA-Georgia, USAID, or the United States Government."
- 42.5. The recipient must provide UNA-Georgia with electronic copies of all program and communications materials produced under this award.

### **43. Award Termination and Suspension**

- 43.1. The recipient or UNA-Georgia may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.
- 43.2. UNA-Georgia may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.

- 43.3. In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, UNA-Georgia reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and UNA-Georgia reserves the right to terminate or suspend this award if the recipient materially fails to do so.
- 43.4. Upon receipt of, and in accordance with, a termination or suspension notice from UNA-Georgia as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by UNA-Georgia, the recipient is not entitled to costs incurred after the effective date of termination.
- 43.5. Within 30 calendar days after the effective date of such termination, the recipient must repay to UNA-Georgia all unexpended funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.
- 43.6. Should the funds paid by UNA-Georgia to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to UNA-Georgia within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. UNA-Georgia must determine the amount(s) to be paid by UNA-Georgia to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

#### **44. Recipient and Employee Conduct**

- 44.1. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.
- 44.2. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use

U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

- 44.3. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.
- 44.4. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country: a. If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host- government regulations; and b. Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.
- 44.5. As part of the recipient's internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin - Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).
- 44.6. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Project Manager must coordinate with UNA-Georgia and the prime award's Chief of Party to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.
- 44.7. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.
- 44.8. If it is determined that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to UNA-Georgia.

#### **45. Suspension**

- 45.1. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM)

(www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to UNA-Georgia.

- 45.2. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. UNA-Georgia may disallow costs, annul or terminate the transaction, or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision.
- 45.3. The recipient must notify UNA-Georgia immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award: a. Are presently excluded or disqualified from doing business with any U.S. Government entity; b. Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying; c. Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in the previous paragraph; or d. Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
- 45.4. Principal means a. an officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or b. a consultant or other person, whether or not employed by the participant or paid with Federal funds, who is in a position to handle Federal funds, is in a position to influence or control the use of those funds, or Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

#### **46. Disputes and Appeals**

- 46.1. Any dispute under this award will be decided by UNA-Georgia. UNA-Georgia will furnish the recipient a written copy of the decision.
- 46.2. Decisions of UNA-Georgia are final unless the recipient appeals the decision to USAID (USAID's Deputy Assistant Administrator, Bureau for Management). Any appeal made under this provision must be in writing, postmarked within 30 calendar days of receipt of the UNA-Georgia's decision; include all relevant and material evidence; and be addressed to the Deputy Assistant Administrator, Bureau for Management, U.S. Agency for International Development, Management Bureau, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523. A copy of the appeal must be concurrently furnished to UNA-Georgia. No hearing will be provided.

- 46.3. A decision under this provision by the Deputy Assistant Administrator, Bureau for Management is final.
- 46.4. Notwithstanding any other term of this award, grant and contract recipients have no right to submit claims directly to UNA-Georgia, and UNA-Georgia assumes no liability for any third party claims against the recipient.

#### **47. Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals**

- 47.1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> ) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
- 47.2. Any violation of the above will be grounds for unilateral termination of the agreement by UNA-Georgia.

#### **48. Trafficking in Persons (APR 2016)**

- 48.1. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
- 48.1.1. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award.
  - 48.1.2. Procurement of a commercial sex act during the period of this award.
  - 48.1.3. Use of forced labor in the performance of this award.
  - 48.1.4. Acts that directly support or advance trafficking in persons, including the following acts:
    - 48.1.4.1. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
    - 48.1.4.2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: a. exempted from the requirement to provide or pay for such return transportation by USAID under this award; or b. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

- 48.1.4.3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - 48.1.4.4. Charging employees recruitment fees; or
  - 48.1.4.5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- 48.2. In the event of a violation of this provision, UNA-Georgia is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions.
- 48.3. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to UNA-Georgia, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described in these provisions. The recipient must provide a copy of the compliance plan to UNA-Georgia upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- 48.4. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
- 48.4.1. An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
  - 48.4.2. A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at [help@befree.org](mailto:help@befree.org).
  - 48.4.3. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
  - 48.4.4. A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
  - 48.4.5. Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

- 48.5. If the Recipient receives any credible information regarding a violation listed in this provision, the recipient must immediately notify UNA-Georgia and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- 48.6. UNA-Georgia may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- 48.7. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

#### **49. Voluntary Population Planning Activities – Mandatory Requirements (MAY 2006)**

- 49.1. Requirements for Voluntary Sterilization Programs: Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- 49.2. Prohibition on Abortion Related Activities: No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate," as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options. No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

#### **50. Equal Participation by Faith-Based Organizations (JUN 2016)**

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

be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith-Based and Community Initiatives Web site and 22 CFR 205.1.

- 50.2. B) Explicitly Religious Activities Prohibited: (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization. (2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance. (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities. (4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services: (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law; (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and (iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- 50.3. C) Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of the grant funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- 50.4. D) Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.
- 50.5. E) A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

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

### **51. Nondiscrimination**

- 51.1. No one shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this subaward.
- 51.2. UNA-Georgia is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. UNA-Georgia prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.
- 51.3. UNA-Georgia strongly encourages its recipients and their subrecipients and vendors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all employees on these expanded bases, subject to applicable law.

### **52. USAID Disability Policy – Assistance (JUN 2012)**

- 52.1. The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities. The text of the USAID Disability Policy can be found at the following Web site: [http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf).

### **53. Limiting Construction Activities (AUG 2013)**

- 53.1. (a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- 53.2. (b) Construction means -construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration, and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- 53.3. (c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. UNA-Georgia will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from UNA-Georgia to transfer funds allotted for construction activities to other cost categories, or vice versa.

- 53.4. (d) Description: Construction is not eligible for reimbursement under this award.
- 53.5. (e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

#### **54. Pilot Program for Enhancement of Grantee Employee Whistleblower Protections**

- 54.1. The Recipient must: 1. Inform its employees working under this subaward in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and 2. Include such requirement in any subaward or subcontract made under this award.
- 54.2. Pursuant 41 U.S.C. § 4712, Recipient's employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 54.3. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: Gross mismanagement of a Federal contract or grant; A gross waste of Federal funds; An abuse of authority relating to a Federal contract or grant; A substantial and specific danger to public health or safety; or A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- 54.4. To qualify under the statute, the employee's disclosure must be made to: a management official or other employee of the Recipient who has the responsibility to investigate, discover, or address misconduct; an authorized representative of UNA-Georgia (Chief of Party, UNA-Georgia Executive Director); a cognizant U.S. Inspector General; the U.S. Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; a Member of the U.S. Congress, or a representative of a U.S. Congressional Committee; or a U.S. court or grand jury.

#### **55. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements**

- 55.1. (a) Definitions: "Contract" has the meaning given in 2 CFR Part 200; "Contractor" means an entity that receives a contract as defined in 2 CFR Part 200; "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency; "Subaward" has the meaning given in 2 CFR Part 200; "Subrecipient" has the meaning given in 2 CFR Part 200.
- 55.2. (b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise

restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

- 55.3. (c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- 55.4. (d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- 55.5. (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.
- 55.6. (f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

## **56. Child Safeguarding (JUN 2015)**

- 56.1. (a) Because the activities to be funded under this award involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:
- 56.1.1. Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- 56.1.2. Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- 56.1.3. Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- 56.1.4. Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children;

- 56.1.5. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- 56.1.6. Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- 56.2. The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).
- 56.3. (c) The following definitions apply for purposes of this provision: (1) Child: A child or children are defined as persons who have not attained 18 years of age. (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child. (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child. (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials. (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed. (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being. (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

## **57. Mandatory Disclosures (NOV 2020)**

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

manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

57.2. Disclosures must be sent to:

U.S. Agency for International Development  
Office of the Inspector General  
P.O. Box 657  
Washington, DC 20044-0657  
Phone: 1-800-230-6539 or 202-712-1023  
Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)  
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

57.3. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

**58. Nondiscrimination Against Beneficiaries (NOV 2016)**

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

**59. Conflict of Interest (AUG 2018)**

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

59.2. (b) The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and

- administration of subawards. The standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest.
- 59.3. (c) The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
- 59.4. (d) The recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.
- 59.5. (e) The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.
- 59.6. (f) Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- 59.7. (g) The recipient cannot request payment from UNA-Georgia for costs for transactions subject to the conflict of interest pending notification of UNA-Georgia determination. Failure to disclose a conflict of interest may result in cost disallowances.
- 59.8. (h) For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.

## **60. Prohibition of Certain Telecommunication and Video Surveillance Services or Equipment (JUL 2022)**

- 60.1. (a) In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such covered telecommunications and video surveillance services or equipment. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for: (1) All costs for covered telecommunications and video surveillance services or equipment incurred through September 30, 2022; and (2) Costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.

60.2. (b) After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.

## Required As Applicable Standard Provisions

### 61. Advance Payments and Refunds

- 61.1. (a) When advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided.
- 61.2. (b) The recipient must maintain advances of UNA-Georgia funds in interest-bearing accounts, unless: (1) The recipient receives less than \$250,000 in USG awards per year; (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 in a twelve month period on USG cash balances; (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account; or (4) A foreign government or banking system prohibits interest bearing accounts.
- 61.3. (c) The recipient may retain up to \$500 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to UNA-Georgia.
- 61.4. (d) The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.
- 61.5. (f) In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least four weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. The Recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. An advance may not exceed 30 days of the organization's projected expenses. Subject to UNA-Georgia's approval, requests may be submitted: (1) Every 30 days covering a 30-day period; (2) Three requests may be submitted covering 30-day sub-periods of a 90- day period to be paid automatically every 30 days; or (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.
- 61.6. Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.
- 61.7. (g) The recipient must submit a Financial Report Form quarterly, as supplied by UNA-Georgia, no later than 15 days after the end of the quarter, in order to liquidate outstanding advances. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

- 61.8. Within 45 days following the expiration of this award, the recipient must submit the final financial report using the template supplied by UNA-Georgia, showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to UNA-Georgia.
- 61.9. (h) When this award expires, the recipient must immediately return all unexpended funds that UNA-Georgia has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. UNA-Georgia reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. UNA-Georgia retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between UNA-Georgia and the recipient.
- 61.10. (i) Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over \$500 per account, per year must be remitted.

## **62. Indirect Costs**

- 62.1. (a) Definitions. As used in this clause—“Indirect (Facilities & Administrative (F&A)) costs” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
- 62.2. “Indirect cost rate proposal” means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in Appendix III through Appendix VII and Appendix IX to 2 CFR 200.
- 62.3. “Nonprofit organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that: (1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) Is not organized primarily for profit; and (3) Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 62.4. (b) Provisional indirect cost rates must be established for the recipient's fiscal years during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs will be reimbursed at the rates, on the bases, and for the periods shown in the Schedule of this award.

- 62.5. (c) The recipient must submit to UNA-Georgia the proposed final indirect cost rates with supporting cost data, within the earlier of 30 days after receipt of the audit report or nine months after the end of the audit period. The proposed rates must be based on the recipient's actual costs during the recipient's applicable fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.
- 62.6. Except as otherwise provided in 2 CFR 200.414 Indirect (F&A) costs paragraph (e) and (f), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.
- 62.7. (d) Allowability of costs and acceptability of cost allocation methods will be determined in accordance with the applicable cost principles. The applicable cost principles can be found in the Standard Provision, "Allowable Cost."
- 62.8. (e) The results of each negotiation will be set forth in a Negotiated Indirect Cost Rate Agreement (NICRA) signed by both parties, and is automatically incorporated into this award. This award must specify (1) the agreed upon provisional and final indirect cost rate(s), (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The NICRA will not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- 62.9. (f) Pending establishment of final indirect cost rates for any fiscal year, the recipient will be reimbursed either at negotiated provisional rates or at billing rates acceptable to UNA-Georgia, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year.
- 62.10. (g) If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

### **63. Travel and International Air Transportation (DEC 2014)**

#### **63.1. (a) Travel Costs:**

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

allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

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

### 63.2. Fly America Restrictions

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

63.2.2. (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

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

63.2.2.2. Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>): a. Australia on an Australian airline, b. Switzerland on a Swiss airline, or c. Japan on a Japanese airline;

63.2.2.3. Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

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

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

63.2.2.6. If the US Flag Air Carrier does not offer direct service; Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more; Use of the US Flag Air Carrier extends travel time by 6 hours or more, or Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

63.3. Definitions. The terms used in this provision have the following meanings:

63.3.1. (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

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

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

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

#### **64. Reporting Host Government Taxes (JUN 2012)**

64.1. (a) By April 16 of each year, the recipient must submit a report containing: (i) Contractor/recipient name; (ii) Contact name with phone, fax and e-mail; (iii) Agreement number(s); (iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement; (v) Any reimbursements received by April 1 of the current year on value added taxes and customs duties reported in (iv); (vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period; (vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

64.2. (b) Submit the reports to UNA-Georgia.

64.3. (c) Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the

recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

#### **65. Program Income (AUG 2020)**

- 65.1. a. Program income is gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes, but is not limited to: income from fees for services performed; use or rental of real or personal property acquired under Federal awards; sale of commodities or items fabricated under a Federal award; license fees and royalties on patents and copyrights; and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, or interest earned on any of them.
- 65.2. (b) Program income must be used for the purposes, and under the conditions of, the award, to further project objectives, program objectives, or award activities. Program income must be used only for allowable program costs. Interest earned on program income is subject to the same conditions as program income.
- 65.3. (c) The recipient must apply the approach for use of program income as specified in the schedule of the award. This may include one of the three approaches listed below (see also 2 CFR 200.307). The recipient must also follow the standards in this provision to account for gross income earned from Federally-supported activities under this award.
- 65.4. 1) If the deduction approach is used, the recipient must use the program income for current costs, prior to drawdown of USAID funds under the award.
- 65.5. 2) If the addition approach is used, the total award amount is increased by the amount of program income. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures.
- 65.6. 3) If the cost sharing approach is used, the amount of the award remains the same. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures.
- 65.7. (d) Costs subject to generating program income under this award may be deducted from gross income to calculate program income, provided these costs have not been charged to this award and comply with the standard provision, "Allowable Costs."
- 65.8. (e) The recipient must report program income using the Federal Financial Report, SF425. Program income must be accounted for in the same ratio as USAID's participation in the program.

65.9. (f) The recipient should continue to use program income earned after the period of the award to further award objectives, but is not subject to Federal requirements governing the disposition of program income earned after the end of the period of performance for the award.

#### **66. Workers' Compensation Insurance (Defense Base Act)**

- 66.1. (1) The Contractor must -- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.
- 66.2. (2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
- 66.3. (3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).
- 66.4. (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).
- 66.5. (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- 66.6. (6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).
- 66.7. (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in

accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

- 66.8. (8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).
- 66.9. (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704. For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>. The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

**67. Award Term and Condition for Recipient Integrity and Performance Matters (APR 2016)**

- 67.1. (a) Reporting of Matters Related to Recipient Integrity and Performance
- 67.2. (1) General Reporting Requirement: If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- 67.3. (2) Proceedings About Which You Must Report
- 67.3.1. Submit the information required about each proceeding that: (a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government; (b) Reached its final disposition during the most recent five year period; and (c) Is one of the following:
- 67.3.2. (1) A criminal proceeding that resulted in a conviction, as defined in paragraph (5) of this provision.
- 67.3.3. (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

- 67.3.4. (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- 67.3.5. Any other criminal, civil, or administrative proceeding if: (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this provision; (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 67.4. (3) Reporting Procedures: Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph (2) of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
- 67.5. (4) Reporting Frequency: During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- 67.6. (5) Definitions: a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables. b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. c. Total value of currently active grants, cooperative agreements, and procurement contracts includes— (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

End of Attachment C, Standard Provisions