



# Standard Provisions for Cost-Type Agreements with Public International Organizations (PIOs)

A Mandatory Reference for ADS Chapter 308

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# Standard Provisions for Cost-Type Agreements with PIOs

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## **I. MANDATORY STANDARD PROVISIONS FOR COST-TYPE AGREEMENTS WITH PUBLIC INTERNATIONAL ORGANIZATIONS (PIOs)**

The following standard provisions must be used in all agreements. In addition, certain standard provisions have alternates, each applicable only to a specific agreement type or to a specific PIO or category of PIOs.

“Applicability statements” are contained in the parenthetical statement preceding certain standard provisions. In instances where a mandatory provision includes alternates, the Agreement Officer (AO) must include the applicable provision unless a deviation is approved in accordance with [ADS 308.3.12](#). AOs must remove the applicability statements from the text of an agreement.

### **M.1 Allowable Costs (April 2011)**

**a.** The recipient must use funds provided under this agreement for costs incurred in carrying out the purposes of the agreement that are reasonable, allocable, and allowable.

**(1)** “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

**(2)** “Allocable” means the costs are necessary to the agreement.

**(3)** “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in the agreement.

**b.** The recipient is encouraged to obtain the USAID Agreement Officer’s written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

### **M.2 Amendment (April 2011)**

The parties may amend the agreement, in writing, by mutual agreement, either by formal amendment to the agreement, or by an exchange of letters between the USAID Agreement Officer and the recipient.

### **M.3 Nonliability (April 2011)**

USAID does not assume liability for any third party claims for damages arising out of the agreement.

### **M.4 Notices (April 2011)**

Any notice given by USAID or the recipient must be in writing and delivered in person, mailed, or transmitted electronically by email or fax. Notices to USAID must be sent to

the USAID Agreement Officer at the address specified in the agreement and to any designee specified in the agreement. Notices to the recipient will be sent to the recipient's address specified in the agreement and to any designee specified in the agreement.

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

#### **M.5 Payment (Periodic Advance – Standard) (August 2018)**

*(For use with Category 2 and Category 3 PIOs. Please refer to [ADS 308.3.10.1\(e\)](#), Payment methods, for guidance on the applicability of the Periodic Advance provision.)*

**a.** Periodic advances must be limited to the minimum amounts needed to meet the recipient's current cash disbursement needs and must be scheduled so that the funds are available to the recipient as close as is administratively possible to the actual cash disbursements by the recipient for program costs. Periodic advance requests may be established to meet the recipient's cash requirements for periods up to thirty (30) days.

**b.** The recipient may submit requests for advances in one of the following ways: (1) every 30 days covering a thirty-day period; (2) three requests may be submitted covering thirty-day sub-periods of a ninety-day period to be paid automatically every thirty (30) days; or (3) one request for ninety (90) days may be submitted to be automatically disbursed in thirty-day increments. Each request for an advance must be made using a **SF-270 Request for Advance or Reimbursement** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-270 %28Request for Advance or Reimbursement%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-270%28Request%20for%20Advance%20or%20Reimbursement%29.pdf)) and is subject to Chief Financial Officer (M/CFO) or Mission Controller approval (as appropriate) before actual disbursement. Requests must state the estimated cash disbursements to be made during the period covered by the request (*i.e.*, amount of federal funds paid out), the estimated balance of cash on hand from prior advance requests, and the advance amount being requested. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to the same standards of timing and amount that apply to cash advances by USAID to the recipient (*i.e.*, up to thirty (30) days to satisfy cash disbursement needs).

**c.** The recipient must submit an **SF-425, Federal Financial Report** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)), no later than thirty (30) days after the end of the period covered by the advance to the paying office specified in the agreement in order to liquidate outstanding advances. The report must show cash disbursements, advances received, and any cash remaining on hand for the period covered by the report. In cases of multiple Operating Units funding a single agreement, the recipient is required to submit a breakdown of their financial reporting by funding Operating Unit. The report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Failure to provide these reports may result in the suspension, disruption, or termination of additional payments.

d. If, at any time, the M/CFO or Mission Controller determines that the recipient has demonstrated an unwillingness or inability to:

- (1) Establish procedures that will minimize the time elapsing between cash advances and the disbursement of funds;
- (2) Report cash disbursements and balances in a timely manner as required by the terms of the agreement; or
- (3) Impose the same standards of timing of advances and reporting on any subrecipient or any of the recipient's overseas field organizations, then the M/CFO or Mission Controller will advise the USAID Agreement Officer, who may suspend or revoke the advance payment procedure.

e. Except as otherwise agreed to, within 90 days following the expiration of the agreement, the recipient must submit an interim final financial report using **SF-425** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal Financial Report%29%28Replaces SF-269%29.pdf)) showing total cash disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID. The recipient must then submit a final financial report using the same **SF-425** form within six months of the end of the fiscal year in which the agreement expired. Each report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Funds can be withdrawn after the end date of the agreement, but only if the funds will be used to pay for goods and services received up to the agreement end date.

#### **M.5-Alt I. Payment (Periodic Advance – Cat. 1) (August 2018)**

*(For use with Category 1 PIOs. Please refer to [ADS 308.3.9.1\(e\)](#), Payment methods, for guidance on the applicability of the Periodic Advance provision)*

a. Periodic advances must be limited to the minimum amounts needed to meet the recipient's current cash disbursement needs and must be scheduled so that the funds are available to the recipient as close as is administratively possible to the actual cash disbursements by the recipient for program costs and in accordance with the recipient's cash transfer procedures. Periodic advance requests may be established to meet the recipient's cash requirements for periods not to exceed ninety (90) days.

b. Each request for an advance must be made using an **SF-270 Request for Advance or Reimbursement** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-270 %28Request for Advance or Reimbursement%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-270%28Request for Advance or Reimbursement%29.pdf)) and is subject to Chief Financial Officer (M/CFO) or Mission Controller approval (as appropriate before actual disbursement). Requests must state the estimated cash disbursements to be made during the period covered by the request (*i.e.*, the amount of federal funds paid out), the estimated balance of cash on hand from prior advance requests, and the advance

amount being requested. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to the same standards of timing and amount that apply to cash advances by USAID to the recipient (*i.e.*, not to exceed ninety (90) days to satisfy cash disbursement needs).

c. The recipient must submit an **SF-425, Federal Financial Report** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)), no later than 30 days after the end of the period covered by the advance, to the paying office specified in the agreement in order to liquidate advances outstanding. The report must show cash disbursements, advances received, and any cash remaining on hand for the period covered by the report. In cases of multiple Operating Units funding a single agreement, the recipient is required to submit a breakdown of their financial reporting by funding Operating Unit. The report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Failure to provide these reports may result in the suspension, disruption, or termination of additional payments.

d. If, at any time, the M/CFO or Mission Controller determines that the recipient has demonstrated an unwillingness or inability to:

- (1) Establish procedures that will minimize the time elapsing between cash advances and the disbursement of funds;
- (2) Report cash disbursements and balances in a timely manner as required by the terms of the agreement; or
- (3) Impose the same standards of timing of advances and reporting on any subrecipient or any of the recipient's overseas field organizations, then the M/CFO or Mission Controller will advise the USAID Agreement Officer, who may suspend or revoke the advance payment procedure.

e. Except as otherwise agreed to, within 90 days following the expiration of the agreement, the recipient must submit an interim final financial report using **SF-425** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)) showing total cash disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID. Except as otherwise agreed to, the recipient must then submit a final financial report using the same **SF-425** form within six months of the end of the recipient's fiscal year in which the agreement expired. Each report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Funds can be withdrawn after the end date of the agreement, but only if the funds will be used to pay for goods and services received up to the agreement end date.



## **M.5-Alt II. Payment (Letter of Credit) (August 2018)**

*(This provision is applicable when use of a Letter of Credit is requested by the recipient and approved by USAID's Bureau for Management, Office of the Chief Financial Officer. General criteria for using the LOCs are:*

- a. The amount of funding equals or exceeds \$120,000 per year,*
- b. There is a continuing relationship with the organization for at least one year, and*
- c. The organization's financial management system meets Federal standards for fund control and accountability.)*

**a.** Payment under the agreement is made through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

**b.** As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the agreement over any other payment clause of the agreement.

**c.** The recipient must have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of federal funds by drawing only those funds that are required for current use. The amount and timing of the drawdown should be limited to the minimum amount needed for immediate disbursing needs. Immediate disbursing needs are seven days or less and must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.

**d.** The recipient must submit an **SF-425, Federal Financial Report** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)), no later than thirty (30) days after the end of the period, to the paying office specified in the agreement in order to liquidate advances outstanding. The report must show cash disbursements, advances received, and any cash remaining on hand for the period covered by the report. In cases of multiple Operating Units funding a single agreement, the recipient is required to submit a breakdown of their financial reporting by funding Operating Unit. The report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Failure to provide these reports may result in the suspension, disruption, or termination of additional payments.

**e.** Except as otherwise agreed to, within ninety (90) days following the expiration of the agreement, the recipient must submit an interim final financial report using **SF-425** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)) showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

The recipient must then submit a final financial report using the same **SF-425** form within six months of the end of the recipient's fiscal year in which the agreement expired. Each report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Funds can be withdrawn after the end date of the agreement, but only if the funds will be used to pay for goods and services received up to the agreement end date.

f. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three copies of **SF-1034, Public Voucher for Purchases and Services Other Than Personal** (available at <http://www.gsa.gov/portal/forms/download/115462>), and **SF-1035, Continuation of SF-1034** (available at <http://www.gsa.gov/portal/forms/download/115466>), normally once a month, but in any event no less than quarterly. Where the recipient submits to the paying office an electronic submission, additional copies of **SF-1034** and **SF-1035** are not required. Each voucher must be identified by the agreement number and must state the total costs for which reimbursement is being requested.

### **M.5-Alt III Payment (Cost-Reimbursement) (August 2018)**

The recipient must submit to the paying office indicated in the agreement an original and three copies of **SF-1034** (available at <http://www.gsa.gov/portal/forms/download/115462>) and **SF-1035** (available at <http://www.gsa.gov/portal/forms/download/115466>), normally once a month, but in any event no less than quarterly. Where the recipient submits to the paying office an electronic submission, additional copies of **SF-1034** and **SF-1035** are not required. Each voucher must be identified by the agreement number and must state the total costs for which reimbursement is being requested.

### **M. 6 Audit and Records (November 2019)**

a. The recipient is required to maintain books, records, documents, and other evidence (together, the "account records") that, in reasonable detail, accurately and fairly reflect the transactions of the agreement. The recipient confirms that its financial statements prepared from the account records comply with the financial regulations, rules, policies, and procedures of the recipient and internationally accepted accounting standards. The recipient must maintain the account records after the final disbursement of funds under the agreement in accordance with the recipient's records retention policy, or for at least three years, whichever is longer.

b. The recipient confirms that its financial statements relating to the agreement will be subject to audit in accordance with the applicable financial regulations, rules, policies,

and procedures of the recipient. The recipient will notify USAID when reports are available from the recipient's external and internal oversight bodies. Upon USAID's reasonable request, the recipient will provide further available relevant information from the applicable external and internal oversight bodies on report findings and recommendations related to USAID-funded activities, including implementing partners' activities, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.

**c.** In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, USAID will bring these to the attention of the recipient. If the recipient's internal oversight body determines the need for a special independent audit, it will determine the scope and plan for any such audit in consultation with the recipient and USAID as appropriate. The costs of such an audit will constitute allowable costs under the agreement.

**d.** USAID may undertake spot checks related to activities funded by USAID. It is agreed that USAID may request and the recipient will provide, in a timely fashion, access to financial information required for such spot checks in accordance with procedures that will be mutually agreed by the parties. It is understood that representatives of USAID will be given access to the site of the project and/or the headquarters of the recipient. The recipient will provide all relevant financial information and clarifications to USAID representatives and will explain, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USAID and the recipient in advance. It is understood that such spot checks will not constitute financial, compliance or other audits of USAID-funded activities, and are undertaken in a manner consistent with the UN's Single Audit Principle. The costs of such spot checks will be borne by USAID.

## **M.7 Refunds (Standard) (2019)**

**a.** If the recipient earns interest on U.S. Government advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID in the same manner as funds were disbursed. Interest amounts up to \$500 per year may be retained by the recipient for administrative expenses.

**b.** Funds obligated by USAID, but not disbursed to the recipient before the agreement expires or is terminated must revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement. Any funds advanced to, but not disbursed by, the recipient before the agreement's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement.

**c.** If the USAID Agreement Officer determines, in consultation with the recipient, that USAID funds provided under the agreement have been expended for purposes not in

accordance with the terms of the agreement, the recipient must refund that amount to USAID.

#### **M.8 Agreement Budget Limitations and Revisions (August 2018)**

- a.** The approved agreement budget is the financial expression of the recipient's program as approved during the agreement process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the agreement.
- b.** The recipient must immediately request approval from the USAID Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved agreement budget will be necessary for any of the following reasons:
  - (1)** To change the scope or the objectives of the program;
  - (2)** To revise the funding allocated among program objectives by more than 10 percent of the total budget amount unless the agreement states otherwise;
  - (3)** To request additional funding for the program; or
  - (4)** The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID agreement, whichever is greater.
- c.** The recipient will not be obligated to continue performance under the agreement (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the total amount obligated under the agreement, unless and until the USAID Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new agreement total amount.

#### **M.9 Termination Procedures (Standard) (April 2011)**

The agreement may be terminated by either party, in whole or in part, at any time with ninety (90) days written notice of termination. After receiving a termination notice from the USAID Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the agreement and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the agreement after receiving the notice of termination, other than those reasonably necessary to close out the agreement. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not obligated by a legally binding transaction applicable to the agreement. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the

recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID no later than 120 days after the effective date of termination. The USAID Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the agreement.

#### **M.10 Financial Management, Procurement, and Evaluation (April 2011)**

To the extent not inconsistent with other provisions of the agreement, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own policies and procedures, including its financial, procurement, evaluation, and anti-fraud and corruption policies and procedures.

#### **M.11 Dispute Resolution (April 2011)**

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the agreement.

#### **M.12 Title to and Disposition of Property (Standard) (April 2011)**

*(This provision is required for all agreements other than those with UN organizations.)*

Ownership of equipment, supplies, and other tangible property purchased with funds under the agreement will vest in the recipient during the life of the agreement. Disposition of excess property financed under the agreement will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the agreement take place or other recipient organizations.

#### **M.12 Alt I Title to and Disposition of Property (UN agreements) (August 2018)**

*(This provision is required for all agreements with the UN, except UNFPA, UNOCHA, UNOHCHR, UNISDR, UNWHO, UNAIDS, WFP, and UNICEF. GC or RLO must review any cited organization policies prior to their inclusion in this provision to ensure that the proposed dispositions are in accordance with USAID's expectations.)*

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of property financed under the award will be made in accordance with **[state specific policies]**. [GC or RLO should review any cited organization policies prior to their inclusion in this provision to ensure that the proposed disposition outcomes are in accordance with USAID's expectations.]

## **M.12 Alt II Title to and Disposition of Property (UNICEF) (2019)**

*(This provision is required for all agreements with UNICEF.)*

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in accordance with UNICEF regulations and rules. Disposition of property financed under the award will be made in accordance with the same.

## **M.12 Alt III Title to and Disposition of Property (UNOCHA, UNISDR, and UNOHCHR) (August 2018)**

*(This provision is required for all agreements with UNOCHA, UNISDR, and UNOHCHR.)*

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of property financed under the award will be made in accordance with the financial Regulations and Rules of the UN Secretariat or, in the case of a CERF grant, the financial rules and regulations of the Eligible Organization.

## **M.12 Alt IV Title to and Disposition of Property (UNWHO) (August 2018)**

*(This provision is required for all agreements with UNWHO and UNAIDS.)*

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in accordance with WHO Regulations and Rules. Disposition of property financed under the award will be made in accordance with the same.

## **M. 12 Alt V Title to and Disposition of Property (WFP) (May 2021)**

*(This provision is required for all agreements with WFP.)*

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of property financed under the award will be made in accordance with WFP policies and in consultation with USAID.

## **M.13 USAID Disability Policy (Standard) (August 2018)**

USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs. One of the objectives of USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts,

governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities as appropriate.

#### **M.14 Terrorist Financing Clause (Standard) (April 2011)**

*(This provision is applicable to agreements with all public international organizations (PIOs) other than United Nations organizations or the International Committee of the Red Cross (ICRC).)*

U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts or sub-agreements issued under the agreement.

#### **M.14-Alt I Terrorist Financing Clause (UN) (April 2011)**

*(This provision is applicable to agreements with United Nations organizations.)*

Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism S RES 1269.pdf](http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism%20S%20RES%201269.pdf))), **S/RES/1368 (2001)** ([http://www.un.org/en/ga/search/view\\_doc.asp?symbol=S/RES/1368 %282001%29](http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368%20%282001%29))), and **S/RES/1373 (2001)** ([https://www.un.org/en/ga/search/view\\_doc.asp?symbol=S/RES/1373%20%282001%29](https://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1373%20%282001%29))), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the agreement are used to provide support to individuals or entities associated with terrorism.



## **M.14-Alt II Terrorist Financing Clause (Alternate III - ICRC) (April 2011)**

*(This provision is applicable to agreements with the International Committee of the Red Cross (ICRC).)*

- a.** Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism S RES 1269.pdf](http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism%20S%20RES%201269.pdf))), **S/RES/1368 (2001)** ([http://www.un.org/en/ga/search/view\\_doc.asp?symbol=S/RES/1368 %282001%29](http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368%202001%29))), **S/RES/1373 (2001)** ([https://www.un.org/en/ga/search/view\\_doc.asp?symbol=S/RES/1373%20%282001%29](https://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1373%202001%29))), relevant United States statutes and Executive Orders, as well as with applicable sections of the Geneva Conventions, the United States does not provide support to individuals and groups that engage in, or support acts of, terrorism. The recipient understands that USAID has carefully reviewed, consistent with the aforementioned resolutions, statutes, Executive Orders, and Conventions, the description of the activities to be funded under the agreement. Accordingly, the activities described in the agreement have not been designed to assist parties to a conflict, governments, armed groups, or any other authority, including individuals and groups that engage in, or support acts of violence, the primary purpose of which is to spread terror among the civilian population.
- b.** If the recipient is requested or wishes to provide assistance outside of the agreement or requires clarification from USAID as to whether an activity would be consistent with the limitations set forth above, then the recipient must notify the USAID Agreement Officer and provide a detailed description of the proposed activity. The recipient may not proceed with the activity until USAID advises that it may do so.
- c.** The recipient must ensure that its employees are made aware of the restrictions set forth in the agreement. It is not usual for the recipient to transfer USAID-provided funds to subrecipients, nor to use them to hire contractors or to enter into sub-agreements. Nonetheless, the recipient guarantees that, if it does, it must only do so if it is satisfied that the subrecipients will perform their duties consistently with the aforementioned conditions and the agreement.

## **M.15 Trafficking in Persons (August 2018)**

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) represents a significant human-rights concern to the United States and the international community. The recipient agrees not to engage in trafficking in persons during the performance of this agreement.



### **M.16 Prohibition on Federal Contracting With and Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements (August 2018)**

The Recipient must not require employees, subrecipients, or contractors to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to the Recipient's investigatory body. If USAID determines that Recipient is not in compliance with this requirement, USAID may seek remedies under this Agreement, including disallowing otherwise allowable costs.

### **M. 17 Fraud, Corruption, and Other Prohibited Conduct (November 2019)**

**a.** The parties have a zero tolerance approach toward fraud, corruption, and other prohibited conduct, as defined below, which applies to all staff members, consultants, and other individual independent contractors, institutional contractors, and implementing partners receiving funding provided under this agreement.

**b.** For purposes of this provision, prohibited conduct is defined according to the recipient's applicable regulations and policy on fraud and corruption, provided the following practices are included therein:

- (1)** "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
- (2)** "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- (3)** "Collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (4)** "Coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (5)** "Obstructive practices" means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of recipient's contractual rights of audit or access to information.

**c. Prevention of prohibited conduct.** The parties are firmly committed to take all necessary precautions to avoid and address prohibited conduct. The recipient will maintain appropriate standards that govern the conduct of its personnel related to prohibited conduct as set forth in the recipient's applicable staff regulations and rules, financial regulations and rules, and policies and procedures.

**d. Action regarding knowledge of prohibited conduct.** With respect to knowledge of any actual, suspected, or alleged prohibited conduct, the recipient agrees that it has in place a suitable mechanism for a complete and comprehensive reporting of such conduct. When prohibited conduct is reported, the recipient's internal oversight body will take timely action as determined to be appropriate. When the recipient's internal oversight body determines an investigation is appropriate, the investigation will be conducted in accordance with the recipient's regulations, rules, policies, and procedures.

**e. Cooperation with regard to information concerning prohibited conduct.** The recipient and USAID agree to promptly bring knowledge of prohibited conduct in relation to the agreement, of which the recipient or USAID has been informed or has otherwise become aware, to the attention of the recipient's internal oversight body. When the recipient becomes aware of credible allegations of prohibited conduct, the recipient will promptly inform the USAID Office of the Inspector General (OIG), and upon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.

**f.** Any information or documentation provided in accordance with subparagraph e. above will be treated by USAID OIG with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the express written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law and is not subject to the recipient's privileges and immunities under international and/or federal law (such as information/documentation constituting UN archives).

**g.** Where an investigation has concluded that prohibited conduct has occurred, the recipient will give proper consideration to referring the matter to the appropriate member state authorities.

**h.** In the event that the recipient determines that any USAID funds have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable

financial rules, regulations, policies, and procedures of the recipient and the M.7 Refunds provision.

i. In the event that USAID reasonably believes that timely and appropriate action has not been taken, it has a right to direct consultations to be established at a senior level between USAID and the recipient in order to obtain assurance that the recipient's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.

## **M. 18 Monitoring, Review, and Evaluation (November 2019)**

a. USAID and the recipient will promptly inform each other about any condition/event/situation which interferes or threatens to interfere with the successful implementation of any activity financed in full or in part by USAID.

b. The recipient will be responsible for the monitoring and regular review of activities carried out under this agreement. For activities under this agreement, the cost of monitoring and review will constitute an allowable cost.

c. The evaluation of programs hereunder will be subject to the provisions of the recipient's evaluation policy and procedures as from time to time approved or amended by the recipient's Executive Board/Head or governing body, if applicable. The costs of any program-level evaluations will be included in the program budget and will constitute an allowable cost.

(1) Unless otherwise decided by the recipient's Executive Board/Head or other governing body, final evaluation reports and management responses, as applicable, are publicly disclosed by the recipient in accordance with the recipient's rules and procedures governing public disclosure of evaluations. The recipient will forward without delay to USAID any review or evaluation report pertaining to the activities funded under this agreement, or it will inform USAID that such report is available at the recipient's website.

(2) The recipient will each year, pursuant to the recipient's regulations, rules, policies, and procedures, inform USAID about the schedule for reviews and evaluations planned for the following twelve (12) months, insofar as they concern activities funded under the agreement.

d. The foregoing provisions regarding evaluation of projects funded under this agreement will not preclude that USAID may, separately or jointly with other financing partners and with prior written notice to the recipient, take the initiative to evaluate or review its cooperation with the recipient under this agreement, with a view to determining whether results are being or have been achieved and resources have been used for their intended purposes. In furtherance of such a review, the recipient agrees to allow access for site visits by USAID and/or its agents as necessary. It is understood

that such evaluation or review will not constitute a financial, compliance, or other audit of any programs, projects, or activities funded under this agreement. Costs of such evaluations or reviews will be borne by USAID, unless otherwise agreed.

#### **M. 19 Sexual Exploitation and Sexual Abuse and Sexual Harassment (Standard) (May 2021)**

(This provision is applicable to agreements with all PIOs other than United Nations organizations that report SEA allegations through the UN Secretary-General's reporting mechanism.)

**a.** The Parties have a zero tolerance for inaction approach to tackling sexual exploitation and sexual abuse (SEA) and sexual harassment (SH).<sup>1</sup> This means the recipient, and its implementing partners, will take all reasonable and adequate steps to prevent SEA and SH of any person linked to the delivery of this agreement by both its employees and any implementing partner and respond appropriately when reports of SEA and SH arise. Unless inconsistent with a specific policy or rule governing the recipient, the recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this agreement and provide evidence to demonstrate this where required:

- 1)** Adherence to the IASC Minimum Operation Standards--Protection from Sexual Exploitation and Abuse by own Personnel (MOS-PSEA) and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- 2)** A victim/survivor-centered approach<sup>2</sup> to SEA and SH issues;

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<sup>1</sup> See the [DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response](#) for definitions of sexual harassment and sexual exploitation and abuse.

<sup>2</sup> For purposes of this agreement, "survivor" has the same meaning as "victim" in UN policies and instruments. A victim/survivor-centered approach is one where the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation must maintain confidentiality, take appropriate measures to ensure the safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers, as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation or international standards, whichever gives greater protection.

- 3) Strong leadership and signaling on tackling SEA and SH;**
- 4) Make reasonable and adequate efforts to address gender inequality and other power imbalances; and**
- 5) Robust reporting to enhance accountability and transparency.**

Recipients will ensure that SEA and SH standards from this arrangement are reflected in funding templates with implementing partners, by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners, as applicable.

**b.** (1) The recipient will promptly inform USAID's Office of Inspector General (OIG) of allegations of SEA credible enough to warrant an investigation, in cases that: (i) are directly related to the activities funded by this agreement; or (ii) in the recipient's view, would have a significant impact on the partnership between the recipient and USAID or the U.S. Government. The notification should indicate, as available and applicable, the following: nature, date, and location of the alleged misconduct; date of first report to the recipient; involvement of any implementing partner(s); state of affairs concerning the investigation; action that will be taken by the recipient; and whether the case has been referred to law enforcement. The recipient will provide updates on the status of the case, as appropriate.

(2) Upon request from USAID or USAID's OIG, the recipient agrees to provide further available, relevant information for allegations notified under paragraph (1) unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.

**c.** It is understood and accepted that the recipient will report on SEA in accordance with subparagraph b, as consistent with its respective regulations, rules, policies, and procedures and subject to not compromising the safety, security, privacy, and due process rights of any concerned persons. The USAID OIG will treat any information or documentation provided in accordance with subparagraph b with the utmost discretion to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. The OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel is available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. Federal or international law applicable to USAID and is not subject to the recipient's privileges and

immunities under international and/or Federal law (such as information/documentation constituting UN archives).

d. When the recipient becomes aware of suspicions or complaints of SEA and SH, the recipient will take swift and appropriate action to stop harm from occurring, and investigate and report to relevant authorities (for potential criminal matters) in a manner consistent with a victim/survivor-centered approach. The recipient must maintain appropriate standards that govern the conduct of its personnel and implementing partners and a suitable mechanism for complete and comprehensive reporting of such conduct.

e. USAID, or any of its duly authorized representatives, may carry out reviews, evaluations, or other oversight measures to verify the recipient's zero tolerance for SEA and SH, in accordance with agreed terms of reference and provided that measures are consistent with the single audit principle governing the UN, if applicable. The recipient will fully cooperate with any such reasonable requests by USAID or any of its duly authorized representatives or agents to carry out such oversight measures.

## **M. 19-Alt. 1 Sexual Exploitation and Sexual Abuse and Sexual Harassment (UN) (May 2021)**

(This provision is applicable to agreements with United Nations organizations that report SEA allegations through the UN Secretary-General's reporting mechanism.)

a. The Parties have a zero tolerance for inaction approach to tackling sexual exploitation and sexual abuse ("SEA") and sexual harassment ("SH").<sup>3</sup> This means the recipient, and its implementing partners, will take all reasonable and adequate steps to prevent SEA and SH of any person linked to the delivery of this agreement by both its employees and any implementing partner and respond appropriately when reports of SEA and SH arise. Unless inconsistent with a specific policy or rule governing the recipient, the recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this agreement and provide evidence to demonstrate this where required:

- 1) Adherence to the IASC Minimum Operation Standards--Protection from Sexual Exploitation and Abuse by own Personnel (MOS-PSEA) and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;

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<sup>3</sup> See the [DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response](#) for definitions of sexual harassment and sexual exploitation and abuse.

- 2) A victim/survivor-centered approach<sup>4</sup> to SEA and SH issues;
- 3) Strong leadership and signaling on tackling SEA and SH;
- 4) Make reasonable and adequate efforts to address gender inequality and other power imbalances; and
- 5) Robust reporting to enhance accountability and transparency.

Recipients will ensure that SEA and SH standards from this arrangement are reflected in funding templates with implementing partners, by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners, as applicable.

**b.** (1) When the recipient reports an allegation of SEA to, or becomes aware of an allegation reported through, the UN Secretary-General's reporting mechanism that is directly related to the activities funded by this agreement or, in the recipient's view, would have a significant impact on the partnership between the recipient and USAID or the U.S. Government, the recipient will promptly notify USAID's Office of the Inspector General (OIG) of the report and the relevant agreement number, if applicable.

(2) Upon request from USAID or USAID's OIG, the recipient agrees to provide further available relevant information for allegations notified under paragraph (1) unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.

**c.** It is understood and accepted that the recipient will report on SEA in accordance with subparagraph b, as consistent with its respective regulations, rules, policies, and procedures and subject to not compromising the safety, security, privacy, and due process rights of any concerned persons. The USAID OIG will treat any information or documentation provided in accordance with subparagraph b with the utmost discretion

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<sup>4</sup> For purposes of this agreement, "survivor" has the same meaning as "victim" in UN policies and instruments. A victim/survivor-centered approach is one where the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation must maintain confidentiality, take appropriate measures to ensure the safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers, as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation or international standards, whichever gives greater protection.

to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel is available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. Federal or international law applicable to USAID and is not subject to the recipient's privileges and immunities under international and/or Federal law (such as information/documentation constituting UN archives).

**d.** When the recipient becomes aware of suspicions or complaints of SEA and SH, the recipient will take swift and appropriate action to stop harm from occurring, and investigate and report to relevant authorities (for potential criminal matters) in a manner consistent with a victim/survivor-centered approach. The recipient must maintain appropriate standards that govern the conduct of its personnel and implementing partners and a suitable mechanism for complete and comprehensive reporting of such conduct.

**e.** USAID, or any of its duly authorized representatives, may carry out reviews, evaluations, or other oversight measures to verify the recipient's zero tolerance for SEA and SH, in accordance with agreed terms of reference and provided that measures are consistent with the single audit principle governing the UN, if applicable. The recipient will fully cooperate with any such reasonable requests by USAID, or any of its duly authorized representatives, or agents to carry out such oversight measures.

## **II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AGREEMENTS WITH PUBLIC INTERNATIONAL ORGANIZATIONS**

The following standard provisions must be used when applicable. In addition, certain standard provisions have alternates, each applicable only to a specific type of activity or project or to a specific PIO or category of PIOs.

Applicability statements precede the standard provisions (and in some cases, portions of the provisions) as italicized text. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation is approved in accordance with [ADS 308.3.12](#). Do not include a "required as applicable" provision in the agreement if the applicability statement does not require it.

### **RAA.1 Investment Promotion (August 2018)**



*(This provision is required when the agreement funds “gray-area activities” as defined in ADS 225, Program Principles for Trade and Investment Activities and the "Impact on U.S. Jobs" and "Workers' Rights," (<http://www.usaid.gov/ads/policy/200/225>), or where specific activities are not identified at the time of obligation, but could be for investment-related activities.)*

**a.** Except as specifically set forth in the agreement or otherwise authorized by USAID in writing, the recipient may not use funds or other support that the agreement provides for any activity that involves investment promotion in a foreign country.

**b.** If the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether an activity would be consistent with the limitation set forth above, then the recipient must notify the USAID Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until USAID advises that it may do so.

**c.** The recipient must ensure that its employees and any subrecipients or contractors providing investment promotion services under the agreement are made aware of the restrictions set forth in this clause and must reflect this in all contracts and other sub-agreements.

**d.** For purposes of this clause, the term “investment promotion” means activities that carry a high risk of being directly linked to the potential relocation of U.S. jobs, including the following activities:

- (1)** Financial incentives to relocate U.S. jobs, firms, or operations;
- (2)** Investment promotion missions to the U.S. where the intent is to induce U.S. firms or operations to relocate U.S. jobs;
- (3)** Feasibility studies, research services, studies, travel to the host country, insurance and technical and management assistance where the intent is to induce U.S. operations or firms to relocate U.S. jobs;
- (4)** Media advertising in the U.S. aimed at encouraging relocation of U.S.-based operations or firms to the host country;
- (5)** Training of overseas workers for U.S.-based operations or firms that intend to relocate;
- (6)** Support for a U.S. office of an organization where the mission involves offering incentives to relocate; and
- (7)** General budget support for an organization, such as an investment authority or a chamber of commerce, if it engages in any of the foregoing activities.

## **RAA.2 Prohibition on Assistance to Drug Traffickers (2019) (Standard)**

*(This provision is applicable when the agreement includes at least \$100,000 in covered assistance to a covered country, as described in [ADS 206, Prohibition of Assistance to Drug Traffickers](#), but the recipient will not make loans under the agreement and USAID will not designate participants in any activities or subrecipients of any funding under the agreement.)*

**a.** The recipient must make such reasonable efforts, as are necessary, to ensure that no funds or other support under the agreement are diverted in support of drug trafficking.

Drug trafficking means “any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances.”

### **RAA. 2 Alt. I – Prohibition on Assistance to Drug Traffickers (2019)**

*(This provision is applicable when the agreement includes at least \$100,000 in covered assistance to a covered country, as described in [ADS 206, Prohibition of Assistance to Drug Traffickers](#), and either the recipient will enter into loans under the agreement, the agreement will including assistance to covered recipients according to ADS 206, or USAID will designate any participants in any activities or subrecipients of any funding under the agreement.)*

**a.** The recipient must make such reasonable efforts, as are necessary, to ensure that no funds or other support under the agreement are diverted in support of drug trafficking.

Drug trafficking means “any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances.”

**b.** For any loan over \$1,000 made under the agreement by the recipient, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund to the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

**c.** Upon notice by USAID of a determination under section (b) and at USAID’s discretion, the recipient agrees to immediately cancel, accelerate, or recall the loan, including a full refund of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

**d.** For any USAID-financed participants (including in-country) receiving a scholarship, fellowship, or other structured training of more than six hours who are specifically

designated by USAID, USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant specifically designated by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

e. Where USAID has designated a subrecipient, the recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID (“designated subrecipient”) until advised by USAID that (1) any United States Government review of the designated subrecipient and its key individuals has been completed; (2) any related certifications have been obtained; and (3) the assistance to the designated subrecipient has been approved. Where the designated subrecipient is a U.S. non-governmental organization (NGO), the United States Government review found in subparagraph (1) will not apply, but the other two subparagraphs will be required.

f. The recipient must insert the following clause, or its substance, in its agreement with the designated subrecipient:

“(Name of recipient) reserves the right to terminate this agreement or take other appropriate measures if (the subrecipient) or a key individual of (the subrecipient) is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking. Drug trafficking is defined as any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances.”

### **RAA.3            Prohibition on Police Assistance (April 2011)**

*(This provision is required when the agreement will support part of a larger activity which includes police assistance or where specific activities are not identified at the time of obligation but could include police assistance, and where there is no applicable exception that would allow USAID to provide this assistance. Note that some PIOs have internal guidelines prohibiting police assistance. As such, consult with the Office of the General Counsel (GC) or the cognizant Resident Legal Officer (RLO) before incorporating this provision into the agreement.*

No funds or other support provided under the agreement may be used for support to any police, prison authority, or other security or law enforcement forces.

### **RAA.4            Prohibition on Assistance to Military or Paramilitary (August 2018)**

*(This provision is required when the agreement will support part of a larger activity which includes assistance to the military or paramilitary or where specific activities are not identified at the time of obligation but could include military assistance. Note that some PIOs have internal guidelines prohibiting military assistance. As such, consult*

*with the Office of the General Counsel (GC) or the cognizant Resident Legal Officer (RLO) before incorporating this provision into the agreement.)*

Absent prior written approval from the Agreement Officer, no funds or other support provided under the agreement may be used for assistance for any military purpose or to any military or paramilitary force or activity.

#### **RAA.5            Publications and Media Releases (April 2011)**

*(This provision is applicable when publications, media releases and other copyrightable materials are financed under the agreement. Insert the required information under section (a) of this provision.)*

**a.** If the recipient intends to identify USAID's grant to any publication, video, or other information/media product resulting from the agreement, the recipient must obtain the approval of the USAID Bureau of Legislative and Public Affairs, in advance, in writing. The product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

"This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

**b.** The recipient must provide USAID with one copy of all published works developed under the agreement and with lists of other written works produced under the agreement or a link to the relevant website.

**c.** Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the agreement, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

#### **RAA.6            Foreign Government Delegations to International Conferences (August 2018)**

*(Include this provision in agreements funded from the following accounts:*

- Development Assistance, including assistance for sub-Saharan Africa,*
- Global Health Programs (GHP), and*
- Micro and Small Enterprise Development Program Account*

where funding will be provided for international conferences or where specific activities are not identified at the time of obligation but could relate to international conferences. For further guidance, consult [Guidance on Funding Foreign Government Delegations to International Conferences](#) and the Office of the General Counsel (GC) or the cognizant Resident Legal Officer (RLO).)

Funds provided under the agreement must not be used to finance the travel, *per diem*, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization. The recipient may consult the USAID Agreement Officer for further information on what constitutes a foreign delegate to an international conference.

#### **RAA.7            Condoms (2019)**

*(This provision must be included in any new Request for Applications (RFA) or Annual Program Statement (APS), and any new assistance award or amendment to an existing award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account. If a PIO objects to the reference to the USAID fact sheet in the provision below, please consult with GC/GH.)*

Information provided about the use of condoms as part of projects or activities that are funded under this award must be medically accurate and must include the public health benefits and failure rates of such use and must be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms." This fact sheet may be accessed at:

<https://www.usaid.gov/sites/default/files/documents/1864/condomfactsheet.pdf>.

The prime recipient must include this provision in all subawards, procurement contracts, or subcontracts for HIV/AIDS activities.

#### **RAA.8            Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Standard) (September 2014)**

*(This provision is applicable to awards with public international organizations other than the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, and any United Nations agency. This provision must be included in any new Request for Applications (RFA) or Annual Program Statement (APS), and any new assistance award, or amendment to an existing award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account with the exception of the International Disaster Assistance (IDA) account.)*

- a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of

trafficking in persons. None of the funds made available under this award may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. (The preceding sentence does not prohibit the provision to individuals of HIV palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides).

- b. (1)** Except as provided in (b)(2), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(2) The following organizations are exempt from (b)(1):

- i. The Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.
- iii. Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

- i. Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- ii. Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- iii. Providing the types of advisory and assistance services that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), giving advice regarding developments in industry, university, or foundation research, obtaining the opinions, special knowledge, or skills of noted experts, or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel

actions).

- c. The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- d. The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.
- e. This provision includes express terms and conditions of the award and any violation of it will be grounds for unilateral termination of the award by USAID prior to the end of its term.

**RAA.8- Alt I Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Alt I - the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, and any United Nations Agency) (September 2014)**

*(This provision is applicable to awards to the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, and any United Nations agency. This provision must be included in any new Request for Applications (RFA) or Annual Program Statement (APS), and any new assistance award, or amendment to an existing award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account with the exception of the International Disaster Assistance (IDA) account.)*

- a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this award may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. The preceding sentence does not prohibit the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- b. The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- c. The recipient must insert this provision, which is a standard provision, in all subawards for HIV/AIDS activities.
- d. This provision includes express terms and conditions of the award and any violation of it is grounds for unilateral termination of the award by USAID prior to the end of its term.

**RAA.9          Abortion and Involuntary Sterilization Restrictions (August 2018)**

*(The following should be included in all awards that fund health activities or democracy and governance activities that support constitutional or any health-related legislative reform, unless it is determined after consultation with the Office of General Counsel for Global Health (GC/GH), or with the Office of General Counsel for Democracy, Conflict and Humanitarian Assistance (GC/DCHA) with respect to International Disaster Assistance (IDA) funds, that the clause is not applicable.)*

- a. No funds made available under the award may be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- b. No funds made available under the award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment or 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.
- c. No funds made available under the 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.



- d. The recipient must insert this provision in all subsequent subawards and contracts.

#### **RAA.10 Voluntary Family Planning Activities (August 2018)**

(The following should be included in all awards that fund family planning activities or where specific activities are not identified at the time of obligation, but could include family planning activities.)

##### **a. Voluntary Participation and Family Planning Methods**

**(1)** The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

**(2)** Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

##### **b. Requirements for Voluntary Family Planning Projects**

**(1)** A family planning project must comply with the requirements of this paragraph **b**.

**(2)** A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

**(3)** Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

**(4)** The project must not include the payment of incentives, bribes, gratuities or financial rewards to (A) any individual in exchange for becoming a family planning acceptor or (B) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

**(5)** A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

**(6)** The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts,

**(7)** The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

**(8)** With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

**(9)** The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs **(3)**, **(4)**, **(5)**, or **(7)** of this paragraph. The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph **(6)** of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. The recipient must provide USAID such additional information about violations as USAID may request.

**c. Additional Requirements for Voluntary Sterilization Programs**

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

**(2)** The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

**(3)** Further, the recipient must document the patient's informed consent by:

- a.** A written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or,
- b.** When a patient is unable to read adequately, a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

**(4)** The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

**d. Abortion Restrictions.**

**(1)** No funds made available under this award will be used to finance, support, or be attributed to the following activities:

- a.** Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;

- b. Special fees or incentives to any person to coerce or motivate them to have abortions;
- c. Payments to persons to perform abortions or to solicit persons to undergo abortions;
- d. Information, education, training, or communication programs that seek to promote abortion as a method of family planning; or
- e. Lobbying for or against abortion.

The term “motivate”, as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

e. The recipient must insert this provision in all subsequent subawards and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

**RAA.11      Standards for Accessibility for Persons with Disabilities in  
USAID Assistance Awards Involving Construction (Standard)  
(April 2011)**

*(The following provision should be included in awards where construction is anticipated other than in assistance awards and modifications funded with International Disaster Assistance (IDA) funds pursuant to **Section 491 of the Foreign Assistance Act** (<http://www.usaid.gov/ads/policy/faa>) when construction activities funded under the award constitute emergency construction under subsection (f) thereof.)*

The recipient must ensure that in all construction or substantial renovation activities appropriate measures are taken, including compliance with, inter alia, host country standards for accessibility, the International Building Code (IBC) to ensure to persons with disabilities access, on an equal basis with others, to the physical environment, to transportation, to information and communications, including information and communications technologies and systems, and to other facilities and services open or provided to the public, both in urban and in rural areas.

## **RAA.11-Alt I. Standards for Accessibility for Persons with Disabilities in USAID Assistance Awards Involving Construction (Disaster Assistance) (April 2011)**

*(The following provision should be included in assistance awards and modifications funded with IDA funds pursuant to [Section 491 of the Foreign Assistance Act](#) when construction activities funded under the award constitute emergency construction under subsection (f) thereof.)*

Any construction activities authorized under the award must be limited to emergency construction (provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures or provision of temporary structures) intended to be temporary in nature.

## **RAA.12 Reporting of Foreign Taxes (Standard) (August 2018)**

*(This provision is applicable to USAID agreements with all PIOs, except for U.N. organizations and IFRC, that obligate or subobligate Fiscal Year 2003 or later funds except for awards funded with Operating Expense, [Food for Peace Act](#) funds, trust funds, or awards where there will be no commodity transactions in a foreign country over the amount of \$500. The alternative clause on Reporting of Foreign Taxes must be used in the circumstances described below.)*

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

- (1) Recipient name.
- (2) Contact name with phone, fax, and email.
- (3) Award number(s).
- (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by a foreign government [each foreign government must be listed separately] 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 agreement.
- (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
- (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
- (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

(8) Reports are required even if the recipient did not pay any taxes during the report period.

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

b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional “with a copy to”].

c. Foreign taxes are not allowable where the AO 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, **M.1. Allowable Costs** and must be reported as required in this provision.

d. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subawards, and other subagreements.

#### **RAA.12-Alt I      Reporting of Foreign Taxes (Alternate I - UN and Other Tax-Exempt PIOs) (April 2011)**

*(This provision is applicable to USAID agreements with United Nations organizations except those using Food for Peace Act funds. This provision may also be used with non-United Nations organizations that have indicated that they are exempt from taxation in the country/ies in which agreement activities will be implemented.)*

The recipient is not subject to taxation of activities implemented under the agreement based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay taxes or duties related to the agreement, that the recipient does not anticipate being reimbursed, the recipient must notify the USAID Agreement Officer’s Representative (AOR).

#### **RAA.13      Trust Fund Established By United States Contributions (August 2018)**

*(This provision is required when a PIO establishes a fund consisting entirely of the USAID contribution (that is, for which USAID is the sole contributor) and where the Public International Organization serves and administers the fund as the trustee, but title to the contribution remains with USAID. This provision is not required when another entity, including the recipient PIO, also contributes. Please refer to **ADS 308.3.6** and consult with the Office of the General Counsel or the Resident Legal Officer with any questions).*

The recipient agrees to make available to USAID or the Comptroller General of the United States the records and documents necessary to assure that the fund is administered in accordance with the parties’ agreement.

## **RAA.14 Standard Coordination Levy for Agreements with UN Recipients**

*(This provision is required for all agreements with UN organizations over \$100,000 that are members of UNSDG (see [ADS 308maa](#) for the list of members) unless the agreement is excepted under **ADS 308.3.7.2.b.**)*

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, USAID agrees that an amount corresponding to one percent of the total obligated amount to the recipient must be paid to fund the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by the recipient until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat.

USAID acknowledges that once the coordination levy has been transferred by the recipient to the United Nations Secretariat, the recipient is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.

The coordination levy does not form part of the recipient’s cost recovery and is additional to the costs of the recipient to implement the activity or activities covered by the agreement. Accordingly, there is no normal obligation for the recipient to refund the levy, in part or in full, even where the activities covered by the agreement are not carried out in full by the recipient. As deemed necessary by USAID and especially where the scale of the resources concerned, or reputational risk justify the refund transaction costs – USAID may submit a request for a refund according to its **M.7 Refunds** procedures. The responsibility to refund the levy lies with the United Nations Secretariat and not with the concerned entity of the United Nations.

The coordination levy for this agreement and schedule for payment is reflected in the Agreement Budget.

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