



A QUIEN CORRESPONDA

Por este medio la Universidad Pedagógica Nacional Francisco Morazán, hace constar que, en el mes de febrero del año 2022, se firmaron los siguientes Convenios:

- 1- **Acuerdo de Subvención de Segundo Nivel de precio fijo entre la Universidad del Valle de Guatemala y la Universidad Pedagógica Nacional Francisco Morazán**, 8 de febrero de 2022.
- 2- **Convenio de Cooperación Euro-Latinoamericana en Educación para el Desarrollo Sostenible VAMOS y la Universidad Pedagógica Nacional Francisco Morazán**, 23 de febrero de 2022.

Firmo la presente en Tegucigalpa, M.D.C., a los 24 días del mes de febrero del año 2022.



Dr. Ricardo Morales
Director INCODE

HONDURAS
1956

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Universidad Pedagógica Nacional Francisco Morazán
Instituto de Cooperación y Desarrollo
Registro de suscripción y seguimiento de Convenios

Registro de Convenios 2021 RECIBIDO 8-2-2022	
No. De Sistema	
No. De Registro	INCODE-I-009-2021
Título del Convenio	ACUERDO DE SUBVENCIÓN DE SEGUNDO NIVEL DE PRECIO FIJO ENTRE LA UNIVERSIDAD DEL VALLE DE GUATEMALA Y LA UNIVERSIDAD PEDAGÓGICA NACIONAL FRANCISCO MORAZÁN.
Tipo de Convenio	Acuerdo de Subvención
Instituciones	Universidad del Valle de Guatemala Universidad Pedagógica Nacional Francisco Morazán
País	Guatemala
Unidad Ejecutora UPNFM	Vicerrectoría Académica – Bartolomé Chinchilla Chinchilla
Fecha de inicio	15 de junio, 2021
Fecha a término	14 de mayo, 2022
Estado	Vigente
Objetivo (s) del convenio	<ul style="list-style-type: none"> • Desarrollar e implementar estrategias para crear, apoyar y fortalecer plataformas nuevas y existentes para mejorar EGL en países prioritarios de ALC.
Compromisos de las partes	<ul style="list-style-type: none"> • Fomentar sinergias entre actores clave en Centroamérica y el Caribe en el área de investigación sobre alfabetización en los primeros grados (EGL). • Identificar las mejores prácticas y lecciones aprendidas en el sector. • Aprovechar las fortalezas de los investigadores y miembros de la red. • Fortalecer la capacidad institucional e individual de investigadores y capacitadores e instituciones en EGL en Centroamérica y el Caribe. • Desarrollar la capacidad de las partes interesadas de EGL para llevar a cabo investigaciones de alta calidad relacionadas con el aprendizaje temprano (EL) • Desarrollar la capacidad de las partes interesadas de EGL en el uso de los resultados de la investigación para influir en sus planes de estudio. • Incrementar la producción de investigación en el área de EGL y EL en la región de Centroamérica y el Caribe. • Realizar y apoyar investigaciones de calidad en el área de EGL y EL. • Contribuir a la sostenibilidad financiera de la

	<p>investigación de EGL en la región de Centroamérica y el Caribe.</p> <ul style="list-style-type: none"> • Incrementar la difusión y el uso de EGL y los resultados de la investigación. • Promover y compartir investigaciones de calidad en el área de alfabetización en los primeros grados Difundir los resultados de la investigación para que los usen los actores regionales e internacionales • Impactar el desarrollo y la implementación de políticas y prácticas basadas en los resultados de la investigación sobre alfabetización en los primeros grados en Centroamérica y el Caribe. • Promover el debate y el diálogo entre actores del sector educativo. • Brindar asistencia técnica para el diseño de políticas y prácticas educativas.
Medios de verificación	<ul style="list-style-type: none"> • informe inicial incluirá la planificación para la realización de los eventos que incluye la plataforma / lugar (si la situación lo permite), número de invitados, diagrama de Gantt de trabajo, acciones para cumplir con el registro de participantes y evento (indicador 7 y 8). • Segundo informe: • Lista final de inscripciones • Participantes • invitación diseñada • agenda • fotografías • detalles del evento • resultados y evaluación final.
Firmantes	<p>Por UPNFM: Rector Dr. Hermes Alduvín Díaz Por Universidad del Valle, Guatemala: Rector Roberto Moreno</p>

Universidad Pedagógica Nacional Francisco Morazán
Instituto de Cooperación y Desarrollo
Registro de suscripción y seguimiento de Convenios

Registro de Convenios 2021 RECIBIDO 23-2-2022	
No. De Sistema	
No. De Registro	INCODE-I-2021-8
Título del Convenio	Cooperación Euro-Latinoamericana en Educación para el Desarrollo Sostenible VAMOS
Tipo de Convenio	Internacional
Instituciones	Universidad de Uppsala, tres universidades europeas y siete universidades brasileñas
País	Suecia
Unidad Ejecutora UPNFM	Instituto de Cooperación y Desarrollo – Dra-YennyEguigure
Fecha de inicio	7 de febrero 2021
Fecha a término	7 de febrero 2023
Estado	En ejecución
Objetivo (s) del convenio	Desarrollar capacidades de formación en educación para el desarrollo sostenible utilizando el aprendizaje virtual como método de enseñanza aprendizaje.
Compromisos de las partes	<ul style="list-style-type: none"> • Fortalecer la capacidad de los docentes para transformar la formación universitaria en una formación para el desarrollo sostenible, utilizando las buenas prácticas de las universidades que conforman el consorcio considerando que la Agenda 2030 reta a las universidades a adoptar métodos innovadores con este propósito. • Desarrollar, habilidades de enseñanza basadas en el virtual exchange considerando la necesidad de que los docentes universitarios necesitan mejorar sus competencias en el uso de las herramientas interactivas disponibles potenciando el intercambio internacional. • Abordar problemas de importancia crucial en las sociedades mediante el intercambio virtual internacional con estudiantes y docente. Considerando que los problemas cruciales locales con respecto al desarrollo sostenible tienen impacto global se busca abordarlos de manera conjunta entre docentes y estudiantes de todas las universidades involucradas en el proyecto VAMOS • Empoderar a los estudiantes para que se conviertan en

	<p>agentes activos en favor del desarrollo sostenible. Esto requiere una pedagogía transformadora que convierta a los estudiantes en sujetos activos en sus procesos de aprendizaje y en ciudadanos globales toda que hayan logrado competencias de pensamiento crítico y sistémico, toma colaborativa de decisiones y responsabilidad por las generaciones presentes y futuras.</p> <ul style="list-style-type: none"> • Incrementar la relevancia de los objetivos de desarrollo sostenible focalizando un enfoque transversal de interacción con la sociedad de tal manera que el desarrollo sostenible se incorpore en la misión de las universidades que participan en el proyecto VAMOS.
Medios de verificación	<ul style="list-style-type: none"> • Informes de avance y documentos estratégicos. • Entrevistas y encuestas con los participantes en el proyecto. • Evaluaciones de las universidades participantes. • Informes de la UNESCO sobre el papel de las universidades en el logro de los objetivos de desarrollo sostenible • Informes del Programa de Naciones Unidas para el Desarrollo. • Informes de país (Brasil y Honduras)
Firmantes	<p>Por UPNFM: Rector Dr. Hermes Alduvín Díaz Luna Por Proyecto VAMOS: Caroline Sjoberg</p>

Universidad Pedagógica Nacional Francisco Morazán
Instituto de Cooperación y Desarrollo
Registro de suscripción y seguimiento de Convenios

Registro de Convenios 2021 RECIBIDO EL 21-1-2022	
No. De Sistema	
No. De Registro	INCODE-I-2021-7
Título del Convenio	CONVENIO DE COOPERACIÓN DE LA RED CENTROAMERICANA DE INVESTIGACIÓN APLICADA EN NIÑEZ Y ADOLESCENCIA EN MOVIMIENTO HUMANO, PSICOMOTRICIDAD Y SALUD (REDCIMОВI) Y LA UNIVERSIDAD PEDAGÓGICA NACIONAL FRANCISCO MORAZÁN.
Tipo de Convenio	Convenio de Cooperación
Instituciones	Universidad Nacional Costa Rica (UNA). Universidad de El Salvador (UES) Universidad Nacional Autónoma de Nicaragua (UNAH-LEÓN), Nicaragua. Universidad Pedagógica Nacional Francisco Morazán (UPNFM). Universidad Especializada de las Américas (UDELAS), Panamá.
País	Costa Rica, El Salvador, Nicaragua, Panamá, Honduras.
Unidad Ejecutora UPNFM	Centro Universitario Regional de San Pedro Sula/M.S. Jaime Leonel García Aguilar.
Fecha de inicio	5 de febrero, 2021
Fecha a término	5 febrero, 2026
Estado	Vigente
Objetivo (s) del convenio	<ul style="list-style-type: none"> • Unir esfuerzos para la Red Centroamericana de Investigación Aplicada en Niñez y Adolescencia en Movimiento Humano, Psicomotricidad y Salud (REDCIMОВI); que tiene en primer orden desarrollar investigación aplicada en niñez y adolescencia, en los campos de movimiento humano, psicomotricidad y salud.
Compromisos de las partes	<ul style="list-style-type: none"> • Se busca proporcionar un espacio de vivencia real, que redunde en una formación mas apegada a la problemática que enfrenta la región en salud escolar, propiciando una comunidad de intercambio de experiencias a nivel centroamericano, que promueva e impulse el movimiento humano y la salud en la niñea y la adolescencia.
Medios de verificación	<ul style="list-style-type: none"> • Publicaciones • Coproducciones • Difusiones que se realicen bajo el amparo del presente convenio, se dejara constancia que han sido producidos dentro del marco de REDCIMОВI.
Firmantes	Por UPNFM: Rector Hermes Alduvín Díaz Luna Por UNA: Rector Francisco José González Alvarado Por UES: Roger Armando Arias Alvarado Por UNAH-LEÓN: Rectora Flor de María Valle Espinoza Por UDELAS: Rector Juan Bosco Bernal

SUBAWARD NO. D372400005.07

**FIXED-PRICE SECOND-TIER SUBAWARD
AGREEMENT**

between

**Universidad del Valle de Guatemala
(UVG)**

and

Universidad Pedagógica Nacional Francisco Morazán
for

Provision of Assistance in Connection with

LAC Reads Capacity Program (LRCP)

for

American Institutes for Research/USAID

This Subaward is issued in accordance with and is subordinate to
Universidad del Valle de Guatemala Subaward No.
D372400005

USAID Prime Cooperative Agreement No. AID-OAA-A-14-0005

UVG's contact information

SECOND-TIER SUBAWARDEE: Universidad Pedagógica Nacional Francisco Morazan	SECOND-TIER SUBAWARD AGREEMENT NO.: D372400005.07
ADDRESS: Calle El Dorado, frente a Mall Plaza Miraflores Tegucigalpa, Honduras	UVG PROJECT NUMBER: D372400005
PRIME COOPERATIVE AGREEMENT NO.: AID-OAA-A-14-00058	PROJECT TITLE: LAC Reads Capacity Program
TYPE: FIXED PRICE SECOND TIER SUBAWARD	CEILING VALUE: US \$ 46,884.00
PERIOD OF PERFORMANCE: June 15, 2021 – May 14, 2022	FUNDED VALUE: US \$ 46,884.00
TYPE OF LEGAL ENTITY: Non-Profit DUNS NO.: 850661823	BUSINESS STATUS: <input checked="" type="checkbox"/> Large <input type="checkbox"/> Small; <input type="checkbox"/> Small Disadvantaged; <input type="checkbox"/> HUB-Zone; <input type="checkbox"/> Veteran Owned; <input type="checkbox"/> Women Owned; <input type="checkbox"/> Foreign NGO

Pursuant to the authority provided to Universidad Del Valle de Guatemala (hereinafter referred to as "UVG") through its Subagreement with the American Institutes for Research (hereinafter referred to as "AIR") under the Cooperative Agreement No. AID-OAA-A-14-00058, entitled "LAC Reads Capacity Program" (hereinafter referred to as "LRCP"), this Second-tier Subaward Agreement (Hereinafter referred to as "Second-tier Subaward" or "Agreement") is being provided to Universidad Pedagógica Nacional Francisco Morazán (hereinafter referred to as "Second-tier Sub awardee" or "UPNFM") a sum of forty six thousand eight hundred eighty four dollars (\$46,884.00) to provide support for work described in Attachment B – Scope of Work.

This Agreement is made to UPNFM on condition that the funds will be administered in accordance with the terms and conditions as set forth in this Subaward and its supporting attachments.

Universidad del Valle de Guatemala.

Signature
Lic. Roberto Moreno

Typed/Printed Name
Rector

Title
July, 02 2021

Date



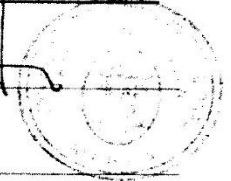
Universidad Pedagógica Nacional Francisco Morazán / Honduras

Signature
Dr. Hermes Alduvin Díaz Luna

Typed/Printed Name
Rector

Title
June 16th, 2021

Date



UVG's contact information

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ATTACHMENT A: SCHEDULE

A.1 PURPOSE OF SECOND-TIER SUBAWARD

The purpose of this Second-tier Subaward is to provide support to the program as detailed in the "Scope of Work" found in **Attachment B**, and to participate in a partnership with AIR, UVG, other Subawardees and other organizations to accomplish the goals and objectives of the fourth result of the LAC Reads Capacity Program funded by USAID.

A.2 DEFINITIONS

As used throughout this subaward, the following terms shall have the meanings set forth below:

“Prime Agreement” means Cooperative Agreement No. AID-OAA-A-14-00058 between American Institutes for Research and the U.S. Agency for International Development (USAID).

“AIR” means the American Institutes for Research and its employees and staff.

“UVG” means Universidad del Valle de Guatemala and its employees and staff.

A.3 AUTHORIZED REPRESENTATIVES

- (a) Roberto Moreno Godoy, the Rector, is the only person with authority to act as agent of UVG under this Second-tier Subaward. Only the Rector has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Subrecipient for any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this Subaward.
- (b) All communications pertaining to contractual and/or administrative matters under this Second-tier Subaward shall be addressed to the following representative cited below.

Universidad del Valle de Guatemala

Attn: Selvin Pérez Herrarte
Title: Project Management Office Director
Address: Universidad Del Valle, 11 calle 15-79 zona 15 VH III, Guatemala
Phone: 502-2364-0336
Email: sperez@uvg.edu.gt

For Subrecipient

Attn: Bartolomé Chinchilla Chinchilla
Title: Academic Vice Chancellor
Address: Universidad Pedagógica Nacional Francisco Morazán, Tegucigalpa, MDC, Honduras C.A.
Phone: +504 9810-2245
Email: bchinchilla@upnfm.edu.hn

- (c) All communications pertaining to technical matters under this Second-tier Subaward shall be addressed to the following representative cited below.

Universidad del Valle de Guatemala

Attn: Mariela Isabel Zelada Ochoa/Paola Andrade Calderón
Title: Regional Director / Executive Secretary
Address: Universidad del Valle, 11 calle 15-79 zona 15 VH III, Guatemala
Phone: (502) 2364-0336 ext. 21442;
Email: mzelada@uvg.edu.gt/
paandrade@uvg.edu.gt

For Subrecipient

Attn: Ricardo Morales Ulloa
Title: Special Director of the Institute for Cooperation and Development INCODE
Address: Universidad Pedagógica Nacional Francisco Morazán, Tegucigalpa, MDC, Honduras C.A.
Phone: +504 9638-8028
Email: rmorales@upnfm.edu.hn

A.4 SECOND-TIER SUBAWARD PERIOD OF PERFORMANCE

The effective date of this Subaward is **June 15, 2021**. The estimated completion date of this Second-tier Subaward is **May 14, 2022**.

A.5 TYPE OF SUBAWARD/FUNDING

Fixed Price

This is a **Firm Fixed Price** Subaward for \$46,884.00, for the satisfactory completion of the work requirements found in **Attachment B: Scope of Work**. The totals specified in Attachment C: Deliverable/Timeline/Payment Schedule will not be increased due to increased labor or materials costs during the term of this Second-tier Subaward unless otherwise specified herein or by written modification. Any expenditure in excess of the stated fixed price is not allowable and will be at the Second-tier Subrecipient's own risk. This includes any work performed without written approval from UVG.

See Attachment C.

A.6 COST SHARING

The USAID funded LAC Reads Capacity Program (Cooperative Agreement) requires a cost share contribution. The primary purpose of cost share is to increase implementing partner ownership of project activities at all levels.

In accordance with the approved project budget, it is acknowledged that this Second-tier Subaward Agreement contains a cost-sharing obligation. The Second-tier Subawardee agrees to provide cost-share of 10% at \$46,884.00 or the revised ceiling value, whichever is higher, over the life of the project, according with the corresponding regulations.

The Second-tier Subawardee will develop, with UVG, a cost-sharing plan in the first month of the subaward. The cost-sharing plan will establish types of costs to be included as cost-sharing, cost-sharing budget/schedule, and tracking and reporting format. The reporting period will be quarterly.

UVG's contact information

For the purpose of this Agreement, cost-sharing contributions must meet the criteria as established below. Cost-sharing contributions:

- (1) are verifiable from the Subawardee's records;
- (2) are not included as contributions from any other U.S. Government-assisted program;
- (3) are necessary and reasonable for proper and efficient accomplishment of project objectives;
- (4) are types of charges that would be allowable under the applicable Federal cost principles;
- (5) are not paid by the U.S. Government under another grant or agreement (unless the grant or agreement is authorized by U.S. Government law to be used for cost sharing or matching); and
- (6) conform to the Subawardee's Cost-Sharing Plan approved by UVG.

A.7 DELIVERABLES

The Second-tier Subawardee shall submit the deliverables in accordance with Attachment C and the schedule listed.

Deliverables shall be submitted to the following UVG representatives:

- Mariela Isabel Zelada Ochoa, UVG/RedLEI Regional Director, Marielamzelada@uvg.edu.gt
- Paola Andrade Calderon, UVG/RedLEI Executive Secretary, Paandrade@uvg.edu.gt

A.8 INVOICING AND PAYMENT

The Second-tier Subawardee shall submit invoices per **Attachment C** Deliverable/Payment Schedule. Invoices shall be submitted electronically via email to UVG at the email addresses included in Billing Instructions, **Attachment H**. **All the invoices shall be submitted after the written approval of the corresponding deliverable.**

Items that require PRIOR WRITTEN approval and are invoiced without said approval are not eligible for reimbursement.

All invoices must include the following certification, signed by a responsible official of the Second-tier Sub-awardees' organization:

“The undersigned hereby certifies that to the best of my knowledge and belief, all charges presented are correct, accurate, and complete, that the payment of the sum claimed is proper and due, that all amounts requested are for the appropriate purposes and in accordance with the Subaward, and that the appropriate refund to UVG will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of the referenced Cooperative Agreement.”

Payment Terms:

Promptly after receipt of each invoice submitted by Second-tier Subawardee pursuant to this agreement, UVG shall review such invoice and if found acceptable should process the payment. Any withholding of payment under this Second-tier Subaward shall be released upon receipt and approval of the invoice or voucher designated as the final invoice and upon compliance by Second-

tier Subawardee with all the provisions of this subaward including the closeout procedures, provided that such payments are for categorically allowable costs not yet paid and do not exceed limitations provided for elsewhere in this subaward. The Second-tier Subawardee shall return within 45 days any overpayments due to unearned funds or disallowed costs pursuant to the terms of this Agreement.

UVG shall withhold Second-tier Subawardee payment after 30 days' notice for failure to comply with the Second-tier Subaward.

Payment of final invoice will be withheld pending:

- (1) Completion and UVG acceptance of all work performed;
- (2) Submission of all required reports;
- (3) Submission of required close-out documents that will be provided at least 1 month prior to the end of the project.

A.9 PRIOR APPROVAL

UVG shall provide prior approval of the following:

- a) Prior approval of the Work Plan
- b) Prior Approval of dissemination products/materials/dissemination activities.
- c) Prior Approval of the usage of the B&M plans (LRCP and RedLEI).

A.10 MODIFICATION

Any changes, amendments, or modifications to this Second-tier Subaward must be made and agreed to by the parties in writing. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which the amendment, change, waiver, or discharge is sought to be enforced.

A.11 SECOND-TIER SUBAWARD FINAL PAYMENT CLOSEOUT PROCEDURES

Completion, submission, and acceptance by UVG of all work performed under the Statement of Work is required. Subrecipient's final invoice and Release and Assignment form shall be submitted to UVG within **Thirty (30)** calendar days following completion of the period of performance of this Second-tier Subaward.

Payment of the final invoice will be withheld pending:

- Completion, submission, and written acceptance by UVG of all work performed under the Statement of Work and written acceptance by UVG of the final deliverable
- Completion of Subrecipient's Release and Assignment Form, including patent/invention report, and property report; and
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.

A.12 RELEASE OF INFORMATION

The Second-tier Subawardee shall neither transmit nor publish any information on this Project without the

UVG's contact information

consultation and prior written approval of UVG.

A.13 COVENANT AGAINST CONTINGENT FEES

The Second-tier Subawardee warrants that no person or selling agency has been employed or retained to solicit or acquire this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, UVG shall have the right to annul this Agreement without liability or in its discretion to deduct from the Associate's reported cost or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

A.14 DUAL COMPENSATION

If a project staff member is involved in two or more projects, at least one of which is supported by Federal funds, the staff member may not be compensated for more than 100 percent of his or her time during any part of the period of dual involvement. That is, any individual is prohibited from receiving double payment for any given period of work.

A.15 TERMINATION

- 15.1 UVG may terminate performance of work under this Second-tier Subaward in whole or, from time to time, in part for its convenience if:
- (1) UVG determines that such termination is in its interest; or
 - (2) USAID terminates for convenience the Prime Cooperative Agreement with AIR, or AIR terminates for convenience its subaward agreement with UVG, either ceases to provide funds, or modifies the terms or conditions of the Prime Cooperative Agreement or UVG subaward agreement so as to alter the scope of the work required under the Subaward.
- 15.2 UVG may terminate this Second-tier Subaward, in whole or in part, for default based upon any of the following default conditions:
- (1) If the Second-tier Subawardee materially fails to perform the work required by this Second-tier Subaward agreement within the time(s) specified herein or by any extension thereof; or
 - (2) If the Second-tier Subawardee materially fails to perform any of the other provisions of this Second-tier Subaward, or so fails to prosecute the work so as to endanger performance of this Subaward or the Prime Cooperative Agreement in accordance with its terms.
- 15.3 Termination under this Section 22.2 will occur if failure to perform is not cured within a thirty (30) days of receipt of written notice of the failure to perform is given.

15.4 Immediately upon receipt of a written notice of termination from UVG, the Second-tier Subawardee shall:

- (1) Stop all work under this Second-tier Subaward on the date and to the extent specified in the notice of termination;
- (2) Make no further commitments for services or expenses required to perform services, except as they may be necessary for completion of a portion of work specified in the termination notice;
- (3) Complete performance of any portion of the work specified for completion in the notice of termination;
- (4) Assemble and transfer to the UVG Regional Coordinator all written research products, files, reports, documents, and supplies developed under this Subaward or supplied in connection with this Subaward; and
- (5) Submit complete termination inventory schedules no later than 45 days from the effective date of termination, unless extended in writing by UVG upon written request of the Subawardee within this 45-day period.

A.16 ENTIRE AGREEMENT

This Second-tier Subaward, including all attachments and documents incorporated by reference by UVG, shall constitute the entire agreement between UVG and Second-tier Subrecipient. No other document (including Subrecipient's proposal, quotation or acknowledgement forms, etc.) shall be a part of this Second-tier Subaward, even if referred to, unless specifically agreed to in writing by UVG. No right that UVG has regarding this Second-tier Subaward may be waived or modified except in writing by UVG.

ATTACHMENT B: SCOPE OF WORK

LAC Reads Capacity Program
Scope of Work (SOW)
RedLEI Network Founding Partner

Universidad del Valle de Guatemala (UVG) second-tier subawardee:	Universidad Pedagógica Nacional Francisco Morazán (UPNFM), Honduras
Project:	LAC Reads Capacity Program (D3724.000)
Technical Direction, UVG:	Mariela Zelada, RedLEI Regional Director (UVG)
Anticipated Period of Performance:	June 15, 2021 – May 14, 2022

Background:

The LRCP was initially a five-year program (2014-2019). The program was extended through a no-cost extension through June 2020 and now has a costed extension which extends the period of performance through September 2022. During the first phase of the program, the regional scope focused on: Guatemala, Honduras, Nicaragua, Haiti, Jamaica, the Dominican Republic, and Eastern Caribbean countries. During the phase two that started in 2020, the program will focus on Haiti, the Dominican Republic, Guatemala, Nicaragua, and the regional network RedLEI based in Guatemala and covering: Costa Rica, El Salvador, Nicaragua, Honduras, and the Dominican Republic. LAC Reads Capacity Program goals are achieved through the implementation of four main results which are listed below. During phase two of the program, the focus will be on Results 3 and 4 in bold:

- **Result 1:** Evidence on early grade reading collected, consolidated and systematized for practical use by LAC region stakeholders.
- **Result 2:** Up-to-date knowledge about early-grade reading actively disseminated to targeted audiences and stakeholders.
- **Result 3: Institutional capacity to implement proven approaches for improving early-grade reading outcomes for poor and disadvantaged children is expanded.**
- **Result 4: Sustainable platforms are in place through which efforts to improve early grade reading in priority LAC countries will be continued and strengthened.**

LRCP Sustainability Objectives:

Under Result 4 of the program, the LRCP team has the mandate of developing and implementing strategies to create, support, and strengthen new and existing platforms to improve EGL in priority LAC countries. This includes the development and incorporation of sustainable strategies under the work of each program objective. Additionally, the LRCP team is charged with developing

UVG's contact information

higher-level, overarching strategies and a platform for EGL work in the region to be continued, deepened, and broadened beyond the life of the LRCP.

RedLEI Network:

In order to accomplish the objective of developing a platform for early learning (EL) work in the region to be continued, deepened, and broadened beyond the life of the LRCP, AIR is partnering with the *Faculty of Education* of the Universidad del Valle de Guatemala to establish and implement the Central American and Caribbean Early Literacy Network, the *Red para la Lectoescritura Inicial de Centroamérica y el Caribe (RedLEI)*. The objectives of the network have a particular focus on the areas of *Early Learning research and capacity development*, and are working to expand its learning agenda by linking EL issues with broader education issues. The overall objectives are summarized below.

1. Encourage synergies among key actors in Central America and the Caribbean in the area of early grade literacy (EGL) research
 - Identify best practices and lessons learned in the sector
 - Capitalize on the strengths of researchers and members of the network
2. Strengthen institutional and individual capacity in researchers and trainers and institutions in EGL in Central America and the Caribbean
 - Build capacity of EGL stakeholders to carry out high quality research related to early learning (EL)
 - Build capacity of EGL stakeholders in the use of research results to influence their curriculums.
3. Increase research production in the area of EGL and EL in the Central American and Caribbean region
 - Conduct and support quality research in the area of EGL and EL
4. Contribute to the financial sustainability of EGL research in the Central American and Caribbean region
5. Increase the dissemination and use of EGL and research results
 - Promote and share quality research in the area of early grade literacy
 - Disseminate research results for use by regional and international actors
6. Impact the development and implementation of policies and practices based on the results of early grade literacy research in Central America and the Caribbean
 - Promote debate and dialogue among actors in the education sector
 - Provide technical assistance for the design of educational policies and practices

To ensure the active involvement of RedLEI founding members in Guatemala, El Salvador, Honduras, Nicaragua, Dominican Republic and Costa Rica, AIR proposes that, through UVG, second-tier Subgrants are awarded to each member to conduct research, training, and communication activities at the local level instead of issuing consultancies for this work.

As a result, the second-tier subgrants **Universidad Pedagógica Nacional Francisco Morazán (UPNFM)** in **Honduras** will be responsible for organizing and conducting the following activities and results:

1) **Reports and Administration:**

- a) ***Develop and follow the approved workplan:*** A document describing the activities to be realized, cost share and, quarterly updates, as well as responsible people, and schedule with dates for each activity. This would include supporting the monitoring and evaluation indicators that correspond to LRCP.
- b) ***Final Report:*** The report will summarize the outcomes of the subgrant, main learnings and areas for improvement, and the 2-page report on support provided to RedLEI researchers in the country during the time of the subgrant.

2) **Identification and Onboarding of Communications and Technical support specialists:**

- a) Responsible for identifying, hiring, and supervising a part time communication specialist, who will be in charge of organizing the various events and launch and administration of the national networks. This should include planning and implementing meetings and identifying and inviting any potential member to participate in the events, as the ones listed in activity #3. The specialist will also be in charge of further dissemination of RedLEI's products and messages on the national level and serve as an active ally for the communication's component to understand the trends, identify key national experts, new or modified policies and needs within their country for early literacy.
- b) Hire and supervise a specialist to provide technical support for the successful development of training, research, and organizational activities at the local level.

3) **Host and Support Events:**

- a) Organize local events, support in the call for the regional events, identification, and invitation of participants. Coordinate activities for the logistics of the event (search and hiring of the place, food, equipment rental, etc.). Printing or developing materials for the participants. Additionally, they must ensure the presence of the member of the board of directors in the planning, development and feedback of the event. Will be responsible for registering all events with the person in charge of monitoring and evaluation of the RedLEI and PCLR. Additionally, registered participants for the events will have to fill out the necessary forms when it is a capacity-building event (Indicators 7 and 8).

Events:

- i) Presentation of RedLEI regional research study findings
- ii) Multimedia toolkits of instructional best practices for EGL
- iii) Knowledge mobilization event
- iv) Informed dialogue
- v) Quarterly knowledge exchanges session
- vi) Network development
- b) **Planning Document:** The initial report will include the planning for holding the events that includes the platform/place (if situation permits), number of guests, work Gantt chart, actions to comply with the registration of participants and event (indicator 7 and 8).
- c) **Second report:** Final list of registration, participants, designed invitation, agenda, pictures, event details, results, and final evaluation.

ATTACHMENT C: DELIVERABLES/PAYMENT SCHEDULE

No.	Deliverable	Payment Amount USD	Month
1.	Work plan	7,700.00	June 30, 2021
2.	Report with details of the hiring of Communications and Academic, Technical Support, activities, and indication of dedicated time per person	21,134.00	July 15, 2021
3.	Events: <i>Planning Document</i>	11,000.00	August 15, 2021
4.	Events: <i>Second Report (list of participants, invitation, agenda, pictures, event details, results, and final evaluation)</i>	4,550.00	January 30, 2022
5.	Final report	2,500.00	April 30, 2022

ATTACHMENT D: STANDARD TERMS AND CONDITIONS

D.1 Performance

Subrecipient warrants that it shall furnish all personnel, facilities, equipment, material, supplies, and services and otherwise do all things necessary for or incident to, performing all the work set forth in Attachment B: Statement of Work of this Subaward.

D.2 Audit and Access to Records

As used in this Subaward, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form (“Records”).

The Second-tier Recipient shall maintain, and UVG and/or AIR, or an authorized representative of UVG and/or AIR, shall have the right to examine and audit all Records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subaward. This right of examination shall include inspection at all reasonable times of this Subaward’s business, or parts of them, engaged in performing this Subaward.

The Second-tier Recipient shall make available at its office the Records, materials, and other evidence described in this Section, for examination, audit, or reproduction, until five (5) years after final payment under this Subaward or for any longer period required by statute or by other clauses of this Subaward. If any litigation, claim or audit is started before the expiration date of this five-year period, the Records shall be retained until all litigation, claims or audit findings involving the Records have been resolved.

D.3 Independent Contractor

In connection with the Second-tier Recipient’s operations and activities hereunder, Second-tier Recipient is an Independent Contractor and this Second-tier Subaward does not create an agency, partnership, or formal business relationship of any kind between UVG or AIR and Second-tier Recipient or UVG and/or AIR and Second-tier Recipient’s employees. All Second-tier Recipient personnel providing services under this Second-tier Subaward shall be deemed employees of Second-tier Recipient and shall not for any purposes be considered employees or agents of UVG or AIR. Second-tier Recipient assumes full responsibility for the actions and supervision of such personnel while performing services under this Second-tier Subaward. UVG and AIR assumes no liability for Second-tier Recipient personnel. Second-tier Recipient, as an independent company contracting to UVG, shall be responsible for all taxes, fees, licenses or other legal or governmental requirements for the Work and its employees performing services under this Second-tier Subaward.

D.4 Delays

Second-tier Recipient shall immediately notify UVG in writing of any actual or potential delays in meeting performance requirements or delivery schedules. Such notice shall include the cause, effect, duration and corrective action proposed by Second-tier Recipient to address the delay. The notification shall be for

information purposes only and shall not be construed as a waiver by UVG of any delivery or performance requirements.

D.5 Significant Incidents

In addition to the requirements of Part 3.17, at any time during the life of this Second-tier Subaward and, as UVG may request, the Second-tier Recipient shall report to UVG any significant incidents that are expected to affect Second-tier Subaward performance, whether favorable or unfavorable, with emphasis on problems encountered and solutions planned or proposed, identifying the area of responsibility relative to the Second-tier Recipient, UVG, and AIR or the Client. The Second-tier Recipient shall notify UVG by telephone or electronic communication within twenty-four (24) hours after occurrence, followed by a confirming written report within seven (7) calendar days thereafter.

D.6 Privity of Contract

It is understood and agreed by the Parties that no contractual relationship exists or is established between the Second-tier Recipient and AIR, or AIR's Client, the Federal Government, by reason of this Second-tier Subaward. All communications regarding this Second-tier Subaward must be directed to UVG.

D.7 Inspection and Acceptance

All items delivered and services performed pursuant here to shall be subject to inspection at all reasonable times and places by UVG, AIR, and/or AIR's Client, during and after this Second-tier Subaward Term, and in any event, prior to final acceptance as that term is defined in Attachment C: Deliverables Schedule. UVG may require Second-tier Recipient to promptly (i) correct the defective items delivered and services performed at no cost or (ii) reimburse the amounts paid for such defective items delivered and services performed. UVG's failure to inspect shall relieve Second-tier Recipient of any responsibility to perform according to the terms of this Second-tier Subaward.

D.8 Indemnification

- (a) Second-tier Recipient hereby indemnifies, defends and holds UVG and AIR and its Affiliates, successors and assigns, and their respective stockholders, directors, officers, employees, agents and other representatives harmless from any and all liability, losses, costs, claims, damages, settlements, judgments and awards, and expenses (including reasonable attorneys' fees), arising, or claimed to have arisen, wholly or in part from:
- (1) acts or omissions of, or as a result of the Work under this Second-tier Subaward done or omitted from being done, or as a result of negligence by Second-tier Recipient, or its subcontractors, agents or assignees, which result in (i) injury to or death of any person, or (ii) damage or destruction of any property, real or personal; or
 - (2) Claims by third parties of any violation or an alleged violation by Second-tier Recipient, or its subcontractors, agents or assignees of applicable federal, state and local laws or regulations,

including, but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), in the course of performing the Work.

- (3) Any intellectual property infringement arising out of Second-tier Recipient’s performance of services under this Second-tier Subaward. If use of the Work is enjoined, then Second-tier Recipient shall obtain a license for UVG or AIR to continue using the Services, or modify the applicable Work so that it no longer infringes, without degrading its function or performance or as a last resort, provide a refund to UVG or AIR in accordance with Section 3.9 herein.
- (b) UVG shall promptly notify Second-tier Recipient in writing of any such suit or proceeding (provided, however that the failure of UVG to promptly notify Second-tier Recipient shall not relieve Second-tier Recipient from its indemnification obligations herein, except to the extent that Second-tier Recipient is materially prejudiced by such failure) and shall assist Second-tier Recipient in defending the action by providing any necessary information at Second-tier Recipient’s expense.

D.9 Insurance

- (a) Prior to award, the Second-tier Recipient shall provide a Certificate of Insurance, evidencing that the insurance coverages required below are in force. Second-tier Recipient must provide no less than thirty (30) days written notice prior to any cancellation or restrictive modification of the policies. In addition, the Certificate of Insurance shall 1) certify that the Second-tier Recipient is insured for the period of performance of this Second-tier Subaward, 2) shall name UVG as “Additionally Insured,” (except for workers compensation and professional liability), and 3) shall identify this Second-tier Subaward by number and brief description.
- (b) The Second-tier Recipient is responsible for maintaining the minimum insurance coverage’s stated herein throughout the Term of Second-tier Subaward including any modifications extending the period of performance or the exercising of any option periods. Should this insurance coverage lapse, be cancelled, or modified in any way Second-tier Recipient will immediately notify UVG. The coverage’s stated herein shall in no way lessen nor effect the Second-tier Recipient’s other obligations or liabilities set forth in this Second-tier Subaward.
- (c) The Second-tier Recipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds as provided to property owned by Second-tier Recipient.
- (d) In addition to the requirement above (3.15.c), the Second-tier Recipient shall have the following types of insurance as applicable to its operations in the place(s) of performance (USA and countries assigned within the LAC Region).
- i. Civil Liability Insurance (equivalent coverage to Professional Liability insurance in US).
 - ii. Automobile Insurance
 - iii. Any other insurance required by local third-country laws
- (e) Second-tier Recipient warrants that this program is covered by the insurance policies.

D.10 Intellectual Property

- (a) Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by Second-tier Recipient in the performance of this Second-tier Subaward or which is derived from the use of information supplied by UVG or AIR shall be the exclusive property of the US Federal Government. Second-tier Recipient shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to UVG, and shall execute all necessary documents to perfect the US Federal Government's title thereto and to obtain and maintain effective protection thereof. Any work produced under this Second-tier Subaward is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of the US Federal Government.
- (b) Second-tier Recipient hereby grants to the US Federal Government, in connection with the use of products or work being performed under this contract, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs and/or mask works owned or controlled by Second-tier Recipient at any time or licensed to Second-tier Recipient, provided such a sublicense does not conflict with any provisions of the license to the Second-tier Recipient.
- (c) Second-tier Recipient hereby grants to the US Federal Government a perpetual, irrevocable, royalty-free, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Second-tier Subaward as reasonably required by UVG and/or AIR in connection with UVG and/or AIR's testing or use of the good or service.

D.11 Privacy, Confidentiality and Data Security

- (a) Second-tier Recipient acknowledges it may receive or have access to information or data that is confidential or proprietary to UVG, AIR, and or the US Federal Government. All such information, knowledge, or data ("Confidential Information") that Second-tier Recipient may receive from UVG, AIR, and or the US Federal Government or have access to, have disclosed to, or otherwise made known to Second-tier Recipient as a result of services under this Second-tier Subaward shall be considered confidential and shall be considered the sole property of the US Federal Government. Second-tier Recipient shall not use any such Confidential Information for any purpose except in performance of this Second-tier Subaward. Second-tier Recipient shall not disclose, copy, distribute or otherwise disseminate the Confidential Information without the prior written consent of AIR. The Second-tier Recipient shall maintain data protection processes and employ systems security measures sufficient to protect this Confidential Information in compliance with laws and regulations applicable to such Confidential Information.
- (b) "Confidential Information" includes any information or data that is proprietary and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to; (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for

UVG's contact information

products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any information that, under the circumstances surrounding disclosure, a reasonable person would regard as confidential.

- (c) However, such obligation shall not apply to information that Second-tier Recipient can demonstrate by its written records was: (a) previously known to Second-tier Recipient; (b) acquired by Second-tier Recipient from a third party having the right to disclose such information; or (c) known to the public, through no fault of Second-tier Recipient. Second-tier Recipient shall maintain data protection processes and systems sufficient to protect the Confidential Information. Second-tier Recipient shall promptly report to AIR any discovered unauthorized access to or use of the Confidential Information.
- (d) “Security Incident” means any violation or imminent threat of violation of computer security policies, acceptable use policies, or standard computer security practices or an adverse event that is a deviation from the normal state of the system or network that will result in harm or the significant threat of harm. If Second-tier Recipient becomes aware of any Security Incident, including but not limited to unauthorized access to or use of the Confidential Information in the performance of this Second-tier Subaward or provided by UVG or AIR to Second-tier Recipient, its officers, employees, agents, suppliers, or subcontractors, Second-tier Recipient shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to UVG after learning of the Incident. Second-tier Recipient shall provide reasonable cooperation to UVG in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Second-tier Recipient.
- (e) The foregoing obligations with respect to Confidential Information shall survive the expiration or termination of this Second-tier Subaward for a period of five (5) years or such longer period as required by law, regulation, or court order.
- (f) The provisions of this Section apply in addition to the terms of any Non-Disclosure Agreement (NDA) or UVG and/or AIR Information Technologies Agreements between the parties related to this program. In the event of a conflict between this Section and the NDA, the terms of the NDA control, except that as to the duration of the obligations of confidentiality and non-disclosure, the longer duration applies. Second-tier Recipient shall maintain data protection processes and systems sufficient to protect UVG and AIR Confidential Information. Second-tier Recipient shall promptly report to UVG any discovered unauthorized access to or use of Confidential Information.

D.12 Governing Law

This Second-tier Subaward shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its principles of choice of laws, except as to any provisions hereof which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern.

D.13 Disputes

- (a) If a dispute arises from or relates to this Second-tier Subaward or the breach thereof, and if the dispute cannot be settled through direct discussions between the Parties, the Parties agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party shall institute any action or proceeding against the other party in any court with respect to any dispute which is or could be the subject of a claim or proceeding pursuant to this Section. The sole exception shall be the right of either party to seek injunctive relief from a court of competent jurisdiction in the case of misuse, misappropriation, or threatened misuse of intellectual property or proprietary information. Nothing in this Section prevents AIR from exercising the right to terminate this Second-tier Subaward in accordance with Section 3.13 herein.
- (b) Second-tier Recipient shall proceed diligently with performance pending resolution of any such dispute by settlement or final judgment. By accepting this Second-tier Subaward, Second-tier Recipient consents to this condition in its entirety.
- (c) In no event shall UVG or AIR be liable for anticipated profits or for incidental, punitive or consequential damages. UVG and AIR's liability on any claim, of any kind and for any loss or damage arising out of, connected with or resulting from this Second-tier Subaward, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products or Services, or unit thereof, which gives rise to the claim. Any action resulting from any breach on the part of UVG or AIR as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.

D.14 Taxes

Second-tier Recipient assumes exclusive liability for all excises, sales, use or similar taxes applicable to any materials, supplies, equipment or tools, which Second-tier Recipient buys, rents, leases, uses or consumes in conjunction with the performance of the this Second-tier Subaward. In no event shall UVG or AIR be liable for taxes based on Second-tier Recipient's revenue, net income, payroll or franchise.

D.15 Validity and Waiver

The invalidity, in whole or in part, of any provision of this Second-tier Subaward shall not void or otherwise affect the validity of any other provision. No waiver of a breach of any provision of this Second-tier Subaward shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Second-tier Subaward shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

D.16 Organizational Conflict of Interest

- (a) The Second-tier Recipient warrants that, to the best of the Second-tier Recipient's knowledge and belief, there are no relevant facts or circumstances which would give rise to a conflict of interest or that and that the Second-tier Recipient has disclosed all relevant information regarding any actual or

potential conflict. The Second-tier Recipient agrees to make an immediate and full disclosure, in writing, to UVG of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the Second-tier Recipient's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the Second-tier Recipient has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

- (b) UVG may terminate this Second-tier Subaward for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Second-tier Recipient was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the UVG Contract Officer, UVG may terminate the contract for default, and/or forward the relevant information to the Government Contracting Officer, who may debar the Second-tier Recipient from Government contracting, and/or pursue such other remedies as may be permitted by law or this Second-tier Subaward.
- (c) The Second-tier Recipient shall incorporate the Organization Conflict of Interest certification into all lower-tier subawards and consultant agreements.

D.17 Excusable Delay-Force Majeure

Neither party will be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God, fire, natural disaster or any other cause beyond the control of such party provided that the party experiencing the difficulty will provide prompt written notice to the other party and used its best efforts to cure the delay.

D.18 Standards of Ethics and Business Conduct

Second-tier Recipient, including all lower-tier subcontractors, are expected and required to comply fully with the AIR Code of Conduct standards and to inform appropriate AIR officials immediately of any illegal or unethical conduct in their dealings with AIR's officers or employees by calling Ethics Point at **866-534-8686** (toll free) seven days a week, 24 hours a day or sending an email to ethics@air.org.

D.19 Combating Trafficking in Persons

- (a) The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Second-tier Recipient, Second-tier Recipient employees, and their agents shall not—
 - (1) Engage in severe forms of trafficking in persons during the period of performance of this Subcontract;
 - (2) Procure commercial sex acts during the period of performance of this Second-tier Subaward;
 - (3) Use forced labor in the performance of this Second-tier Subaward;

- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority.
 - (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work; (ii) Charge employees recruitment fees;
- (b) Second-tier Recipient shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy (including, but not limited to, removal from this Second-tier Subaward, reduction in benefits, or termination of employment), and take appropriate action, up to and including termination, against employees or subcontractors that violate this policy.
 - (c) The Second-tier Recipient's failure to comply with the requirements of this clause may result in termination of this Second-tier Subaward for default or cause, in accordance with 3.13 Termination/Cancellation of this Second-tier Subaward.
 - (d) This Second-tier Subaward hereby incorporates FAR 52.222-50 Combating Trafficking in Persons (MAR 2015).

Second-tier Recipient shall incorporate the above paragraphs of this section into all lower-tier subcontract, Second-tier Subaward and consultant agreements.

D.20 Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

- (a) Second-tier Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, nor are listed on any of the following as applicable to the procurement: (1) the Specially Designated Nationals and Blocked Persons List (SDN List) of the U.S. Department of Treasury Office of Foreign Asset Control (OFAC); (2) the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (CFSP List) of the European Union (EU); (3) the Consolidated United Nations Security Council Sanction List of the United Nations (UN); and (4) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO) of Switzerland (any person listed on any such list hereinafter: a "Prohibited Person");.
- (b) As set forth below, and then renewed on an annual basis for the duration of this Second-tier Subaward, Second-tier Recipient shall provide current, accurate and complete representations and certifications. It shall be Second-tier Recipient's responsibility to complete the AIR-provided Representations and Certifications form on annual basis as measured from the date the Representations and Certifications were initially made, and also to ensure the continued accuracy of Second-tier Recipient's Representations and Certifications. In the event the status of any item which Second-tier Recipient represented or certified changes prior to Second-tier Recipient's required annual renewal, Second-tier

Recipient shall promptly notify AIR, which shall be no later than five (5) business days after said change in status.

(c) Second-tier Recipient shall be required to complete an AIR-provided Representations and Certifications form at the earlier of following events:

- During the initial proposal with AIR in response to a U.S. Government solicitation; or
- Prior to Second-tier Subaward execution.

D.21 Precedence for Settling Conflicts Between Documents

In the event of any inconsistency between or among the provisions, parts, attachments, or requirements which constitute this Second-tier Subaward, the following order of precedence shall apply:

1. All Requirements as set forth in Attachment A: Schedule;
2. Incorporated Agency Supplementary clauses, Attachment E and Mandatory Provisions, Attachment F;
3. The General Provisions contained in the Standard Second-tier Subaward Terms, Attachment D;
4. Statement of Work, Attachment B; and
5. All other attachments incorporated herein by reference.

ATTACHMENT E: AGENCY SUPPLEMENTARY CLAUSES

The following Code of Federal Regulations (CFR) clauses are incorporated herein by reference with the same force and effect as if they were given in full text, and are applicable to this Subaward. The full text of the CFR clauses may be found at <http://www.ecfr.gov>. Subrecipient agrees to flow down all applicable CFR clauses to lower-tier Subrecipient.

Unless one of the exceptions provided in (B) below shall apply: the term “Cooperative Agreement” or “Grant” shall mean “Subaward”; the term “Awardee” or “Recipient” shall mean “Subrecipient”; the term “Government” shall mean “AIR”; and the term “Contracting Officer” or “Grants Management Specialist” shall mean the “AIR Contract Officer or other authorized individual.”

The U.S. Agency for International Development Mandatory and Special Flow-Down Standard Provisions for U.S. Nongovernmental Recipients shall apply to this Subaward. The Subawardee is required to abide by these provisions. For this purpose, where the term “Recipient” is used, insert in lieu thereof the term “Subawardee,” and where the term “Government” or “USAID” is used, insert in lieu thereof “AIR.” Reference to the “Head of Agency” or “Agreement Officer” shall mean the “AIR Agreement Officer”. All such substitutions of terms shall apply except where the context requires otherwise.

M1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

a. All provisions of 22 CFR 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of “Recipient” in part 226, unless a section

specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions.

- b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable “Standard Provisions for Non-US Nongovernmental Organizations.” Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

M2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

M3. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M4. AMENDMENT OF AWARD (JUNE 2012)

This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

[END OF PROVISION]

M5. NOTICES (JUNE 2012)

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

- (1) To the USAID Agreement Officer, at the address specified in this award; or
- (2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

[END OF PROVISION]

M6. SUBAGREEMENTS (JUNE 2012)

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M7 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)

Information collection requirements imposed by this award are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are:

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
22 CFR 226	<u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

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Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)

- a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- b. Ineligible and Restricted Commodities and Services:
 - (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - I. Military equipment,
 - II. Surveillance equipment,
 - III. Commodities and services for support of police or other law enforcement activities,
 - IV. Abortion equipment and services,
 - V. Luxury goods and gambling equipment, or
 - VI. Weather modification equipment.
 - (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
 - (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
 - I. Agricultural commodities,
 - II. Motor vehicles,
 - III. Pharmaceuticals,
 - IV. Pesticides,
 - V. Used equipment,
 - VI. U.S. Government-owned excess property, or
 - VII. Fertilizer.
- c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total

value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310>.

- d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.
- e. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

- a. The recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals:
 - i. Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - ii. Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and
 - iv. Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subagreements or contracts under this award with a person or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

- c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. [END OF PROVISION]

M10. DRUG-FREE WORKPLACE (JUNE 2012)

- a. The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152 5458 of the Drug-Free Workplace Act of 1988 (Pub. L. 100 690, Title V, Subtitle D; 41 U.S.C. 701 707). – [END OF PROVISION]

M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)

- a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization's religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: <http://www.usaid.gov> and 22 CFR 205.1.

- b. Inherently Religious Activities Prohibited.

- (1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.
- (2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.
- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
- (4) These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided

to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

- (5) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services
- (i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,
 - (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and
 - (iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.
- d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.
- e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.
- f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

**M12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224
(AUGUST 2013)**

- a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United

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Nations Security designation list (online at:
http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

- b. This provision must be included in all subagreements, including subawards and contracts issued under this award.

[END OF PROVISION]

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)

- a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
 - (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
- c. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
- d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs

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in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

“The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.”

- e. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government ”

- f. The recipient must provide the USAID AOR with two copies of all program and communications materials produced under this award.
- g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
 - (4) Impair the functionality of an item;
 - (5) Incur substantial costs or be impractical;
 - (6) Offend local cultural or social norms, or be considered inappropriate; or
 - (7) Conflict with international law.
- h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.
- (1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

- i. The recipient must include the following marking provision in any subagreements entered into under this award:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

M14. REGULATIONS GOVERNING EMPLOYEES (June 2018)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

A. While working overseas, the recipient's employees who are not citizens of the cooperating country must maintain private status, and may not rely on local U.S. Government offices or facilities for support while under this award.

B. The sale of personal property or automobiles by the recipient’s non-cooperating country citizen employees and their dependents in the foreign country to which they are assigned, are subject to the same limitations and prohibitions that apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.

C. Other than work to be performed under this award for which an employee is assigned by the recipient, employees of the recipient who are not citizens of the cooperating country must not engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned. In addition, the individual must not make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

D. The recipient's employees who are not citizens of the cooperating country, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

E. In accordance with the internal control requirements in 2 CFR 200.303, which require the recipient to establish standards of conduct for its employees, the recipient must ensure that all its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General’s Bulletin -Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

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F. If the recipient determines that the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's Chief of Party must consult with the Agreement Officer and the USAID Mission Director, and the employee involved, and must recommend to the recipient a course of action with regard to such employee.

G. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen, or the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, in the discretion of the Ambassador, the interests of the United States so require.

H. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.

I. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party

[END OF PROVISION]

**M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY
(NOVEMBER 1985)**

(This provision applies when activities are undertaken outside the United States.)

Upon arrival in the cooperating country, and from time to time as appropriate, the recipient's chief of party must consult with the Mission Director who must provide, in writing, the procedure the recipient and its employees must follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

M16. USE OF POUCH FACILITIES (AUGUST 1992)

(This provision applies when activities are undertaken outside the United States.)

- a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

- a. Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.
- b. U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).
- c. Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.
- d. Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, DC 20523-0001

- e. Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
 - f. Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.
- b. The recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.
 - c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)

a. PRIOR BUDGET APPROVAL

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

- (1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;
- (2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and

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- (3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO's approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package, must be consistent with the recipient's personnel and travel policies and procedures and does not require approval.

b. TRAVEL COSTS

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

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

c. FLY AMERICA ACT RESTRICTIONS

- (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

- (ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):
 - a. Australia on an Australian airline,
 - b. Switzerland on a Swiss airline, or
 - c. Japan on a Japanese airline;
- (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
- (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
- (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
- (vi) If the US Flag Air Carrier does not offer direct service,
 - a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another

air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

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

e. SUBAGREEMENTS

This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

- b. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

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.

Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions

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or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (JULY 2015)

- a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iii. Charging employees recruitment fees ; or
 - iv. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

- c. For awards that exceed an estimated value of \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities to be performed. The plan must include, at a minimum, the following:
 - (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information from any source that alleges that the recipient, contractor, subawardee, or agent has engaged in any of the prohibited activities identified in this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
- h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in a(1)-(9) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

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

- 1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
 - 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>.
 - 3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
 - 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.
 - 5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.
- b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

[END OF PROVISION]

M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the

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construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

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

[END OF PROVISION]

M23. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)

(a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Assistance (“IPN Portal)” means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>. Universal amendments are those which affect all assistance awards or a designated class of awards as specified in each amendment by the IPN Portal Administrator.

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

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

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

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

(c) Procedure to register for notifications.

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

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient’s review and signature. Proposed USAID IPN Portal amendments

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distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

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

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

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

[END OF PROVISION]

M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or

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- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[END OF PROVISION]

M25. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

a. Definitions. For the purpose of submissions to the DDL:

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

(1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this

award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The recipient must not submit classified data to the DDL.

[END OF PROVISION]

M26. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APRIL 2015)

- (a) The recipient must not require employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractor from lawfully reporting such waste, fraud, or abuse to a designated Investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) 1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made

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available) under that or any other Act may be prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

- 2) The Government may seek any available remedies in the event the recipient fails to comply with the requirements of this provision.

[END OF PROVISION]

M27. CHILD SAFEGUARDING (June 2015)

- (a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:
 - 1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - 2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - 3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - 4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - 5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - 6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a)(1) through (6).
- (c) The following definitions apply for purposes of this provision:
 - 1) Child: A child or children are defined as persons who have not attained 18 years of age.
 - 2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - 3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
 - 4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
 - 5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may

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include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

- 6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - 7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
- (d) The recipient must insert the provisions in (a) and (b) in all sub-awards under this award.

[END OF PROVISION]

M28. MANDATORY DISCLOSURES (July 2015)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the US AID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

ATTACHMENT F: U.S. MANDATORY PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

The requirements for awards to non-US nongovernmental organizations (NGOs) are contained in several applicable federal regulations and USAID administrative standards. These regulations include:

- USAID’s Mandatory Standard Provisions for **Non-U.S., Nongovernmental Recipients** and Required as Applicable Standard Provisions for Non-U.S., Nongovernmental Recipients:
<https://www.usaid.gov/ads/policy/300/303mab>
- USAID’s Automated Directives System (ADS) **303**:
<https://www.usaid.gov/ads/policy/300/303>
- U.S. Government’s Office of Management and Budget (OMB) Circular A-122 “Cost Principles for Non-Profit Organizations,” relocated to **2 CFR, Part 230**:
<https://www.govinfo.gov/app/details/CFR-2012-title2-vol1/CFR-2012-title2-vol1-part230>
- **2 Code of Federal Regulations (CFR) 200**, in particular 200.21 (financial management); 200.308 (revision of budget and program plans); 200.309 (period of performance):
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-21>

ATTACHMENT G: WORK PLAN TEMPLATE

See Attachment G.

ATTACHMENT H: INVOICE INSTRUCTIONS

I. Introduction

These instructions reflect the standard to be used for preparing invoices for processing. Fixed-Price type awards are subject to audit; therefore, all costs claimed must be adequately supported by accounting records and other auditable data, using standard, acceptable accounting practices, and Cost Accounting Standards where applicable. Items invoiced under this Second-tier Subaward shall include only those allowable actual and necessary costs incurred in allocable performance of the work.

II. Invoice Preparation

Invoices should include the following:

- UVG Subaward and Second-tier Subaward Number
- DUNS number, if applicable
- Invoice number and date
- Name and contact information of the Person to Contract in case of questions regarding the invoice
- Description of Deliverable and deliverable due date
- Final deliverable, if applicable
- Total amount due per the Deliverable/Payment Schedule
- Current amount billed
- Cumulative amount billed
- Certification

III. Invoice Submission

A. Invoices should be submitted on the Second-tier Subawardee's letterhead, or standard public vouchers, and include the signature and title of an appropriate official, certifying allowability of such cost.

B. Invoices for this Second-tier Subaward shall be submitted electronically in PDF and Excel file format to:

Selvin Pérez Herrarte, sperez@uvg.edu.gt and Karla Rivera, kyrivera@uvg.edu.gt

C. Any credits invoiced shall be separately detailed.

D. To be included in the invoice to UVG, Second-tier Subawardee's acceptable invoice must be received no later than 10 days following the deliverable deadline. If the Subawardee's acceptable invoice is received more than 10 days after the deliverable deadline, it will be included in the following months invoice to UVG.

ATTACHMENT I: RedLEI BRANDING AND MARKING PLANS

See Attachment I.