



Localize Global Health Security Activity

REQUEST FOR APPLICATION (RFA)

RFA Issuance Date: July 1, 2024

Deadline for Questions: July 5, 2024, at 5 pm CAT

Deadline for Full Application Submission: July 30, 2024, at 5 pm CAT

Submission Method for Questions and Applications: Via email to LGHSGrants@lghsproject.net

Subject: Request for Applications (RFA) No. RFA_ZM001

Program Name: Localize Global Health Security (LGHS) Activity

Dear Prospective Applicants,

Panagora, under the USAID-funded Localize Global Health Security (LGHS) project, is seeking applications for grants from qualified local organizations to fund activities under the LGHS project. **LGHS will initiate a Request for Application (RFA) solicitation process. RFA responses (full application) will be due on July 30, 2024, at 5 pm CAT.**

Applicants will submit a full application that addresses a key technical content area of the program. Each application received will be reviewed for its technical merit and responsiveness to the objectives of the RFA. **Eligible organizations interested in submitting an application are encouraged to read this funding opportunity thoroughly to understand the type of program sought, application submission requirements, and evaluation process.** Successful applicants will be fully responsible for ensuring the achievement of the activity's objectives. Please read each section of the RFA carefully.

LGHS intends to make up to six awards to applicants who best meet the objectives of this funding opportunity based on the merit review criteria described in the RFA. While six award(s) are anticipated as a result of the RFA, LGHS reserves the right to fund any or none of the applications submitted.

Subject to the availability of funds, awards will be made to the responsible Applicant(s) whose applications best demonstrate the most technically responsive and cost-effective approach and methodology to meet the requirements of the RFA, that are fully compliant, and that present the best value to LGHS. To be eligible for an award, the applicant must meet the eligibility requirements included in Section C and provide all the information and signed attachments required in the RFA that constitutes a full application.

The full RFA will be posted on:

1. <https://panagoragroup.net/procurements/>,
2. <https://gozambiajobs.com/>
3. [Panagora's LinkedIn page](#) and may be amended
4. USAID Zambia's social media platforms.

Potential Applicants should regularly check the website to ensure they have the latest information pertaining to the RFA. It is the responsibility of the Applicant to ensure that the RFA has been downloaded in its entirety including any amendments. If you have difficulty accessing the RFA, please contact the LGHS Grants Team at LGHSGrants@lghsproject.net for technical assistance.

The deadline for questions is shown above. Responses to questions received prior to the deadline will be provided to all potential Applicants through an amendment posted to:

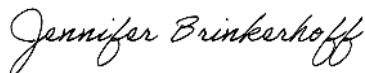
1. <https://panagoragroup.net/procurements/>
2. <https://gozambiajobs.com/>

No questions will be accepted after the deadline, July 5, 2024, at 5pm CAT.

Issuance of this RFA does not constitute an award commitment on the part of LGHS nor does it commit LGHS to pay for any costs incurred in preparation or submission of comments/suggestions for an application. Applications are submitted at the risk of the Applicant.

Thank you for your interest in the LGHS project.

Sincerely,



Jennifer Brinkerhoff
Interim Project Director
USAID Localize Global Health Security Project (LGHS)

Section A: Program Description

BACKGROUND ON LOCALIZE GLOBAL HEALTH SECURITY IN ZAMBIA

The USAID Localize Global Health Security (LGHS) project intends to issue grants to local organizations in Zambia to address critical gaps in public health security at the subnational level using a [One Health approach](#) that integrates human, animal and environmental health. The focus of the project will be on prevention, detection, and notification of suspected zoonotic disease through risk communication and community engagement, community-based surveillance, and workforce development. LGHS anticipates awarding up to six grants to local organizations. Successful applicants will receive grants to implement public health security activities in the identified technical focus areas. In addition, LGHS will offer technical assistance in global health security (GHS), organizational capacity strengthening, and learning opportunities to support grantee effectiveness and improve the reach of grantee programs. Based on the One Health approach and the aspects of zoonotic disease management that LGHS aims to support, we encourage participation of organizations with experience implementing animal and environmental health-related activities who can leverage this experience to address public health security.

OBJECTIVE

The purpose of the LGHS Zambia grants program is to further strengthen, establish and sustain Zambia's implementation of GHS priorities and compliance with [International Health Regulations \(2005\)](#) at the subnational level in the Southern Province. Specifically, successful grant activities will:

1. Improve the ability of local organizations to prevent, detect, and notify suspected zoonotic disease threats at the subnational level.
2. Strengthen community-level ability to identify, respond and mitigate the risks associated with animal-to-human transmission of diseases.
3. Strengthen (or establish) multisectoral linkages with existing public health security systems and structures to improve timely and complete reporting of events and feedback to the communities of health security threats.

All grants program activities to achieve the stated objectives will be implemented in the Southern Province.

PROGRAM BACKGROUND

Public health security is a multi-sectoral priority in Zambia. The Joint External Evaluation (JEE) was conducted in October 2023 to assess the country's capacities to prevent, detect and rapidly respond to public health risks. The JEE highlighted critical gaps across several technical areas, including zoonotic disease, risk communication and community engagement, and workforce development. A National Action Plan for Health Security (NAPHS), based on the results of the JEE (2023), is currently in development. Under the leadership of the Zambia National Public Health Institute (ZNPPI), the [National One Health Strategic Plan 2022-2026](#), was launched in February 2023, demonstrating an increase in political will and engagement across ministries to strengthen the One Health approach to improving health security across identified gaps and at all levels in Zambia. The One Health approach is particularly critical for effectively preventing, detecting, and responding to priority zoonotic diseases. Historically, there has been greater focus on the human health impacts of zoonotic disease, but there is an increased recognition of the need

to strengthen animal and environmental interventions to mitigate risks more effectively before they result in human outbreaks of disease.

Zambia currently faces its worst drought in over forty years, resulting in significant livestock deaths and exacerbating the burden of zoonotic disease in the country. The drought is increasing the risk of zoonotic disease transmission and outbreaks, as scarcity of water, economic hardship, and the coping mechanisms that communities employ increase interactions between animals and humans.

Zambia's Southern Province is among the provinces most severely impacted by the drought and its consequences. In addition, it experienced a significant anthrax outbreak in 2023. These events highlight the need for stronger capacity at the subnational level, including within communities, to prevent, detect and respond to zoonotic diseases throughout the province's 15 districts. The target populations in the Southern Province include communities of small, subsistence farmers that have regular interactions with livestock as well as women, youth and other marginalized populations who play a critical role but have not been engaged in animal health and other health security interventions to maximum effect.

EXPECTED ROLE OF THE GRANTEE IN THE PROGRAM

Grantees will work with LGHS to implement a program of integrated activities that will contribute to the prevention, detection, and response to zoonotic disease threats in the Southern Province using Community-Based Surveillance, Risk Communication and Community Engagement (RCCE), and/or One Health human resources development interventions through the multi-sectoral One Health approach. The technical areas of focus are as below.

1. Improve surveillance and reporting of priority zoonotic diseases in the animal, human and environmental health sectors at the community level using a One Health approach.
2. Implement locally appropriate RCCE strategies for community awareness to improve understanding of zoonotic disease risk factors and associated prevention strategies at the community level, including identification of early warning signs of priority zoonotic diseases and the role of environment/climate change.
3. Develop and strengthen a community-level multi-sectoral health workforce that is available and competent to prevent, detect, assess, notify, report and respond to zoonotic disease emergencies.

Prospective grantees can bid for part or all of the technical areas of the RFA and must clearly state what they are bidding for in their application. Prospective grantees must also clearly state the program coverage area where they will implement activities within the Southern Province (e.g., districts, sub-districts).

The grantees will be expected to:

- Work with LGHS to develop a workplan and implement a program of integrated activities that will sustainably help prevent, detect and respond to zoonotic disease threats using the selected technical areas of focus
- Participate in project work-planning, budget, and monitoring and evaluation preparatory meetings immediately after award of the grant
- Regularly monitor their program; engage in continuous improvement and adaptive management exercises to meet the defined program goals
- Participate in monthly data review meetings to contribute to the tracking of key indicators
- Share experiences and contribute to learning; actively engage in learning opportunities that will improve performance and effectiveness of program

- Ensure information flow between themselves and government structures/systems
- Provide data but also seek out and receive information from government entities involved in work related to their program at subnational and national levels (e.g., Ministry of Health, Ministry of Fisheries and Livestock, Ministry of Green Economy and Environment, Zambia National Public Health Institute, District Commissioners)
- Actively engage in the design and implementation of a capacity strengthening plan, with support and funding from LGHS

IMPLEMENTATION APPROACH

Applicants should integrate the following implementation approaches into their program design, as appropriate:

The program design should reflect a One Health approach that contributes to and leverages the integration of human, animal, and environmental health sectors to strengthen public health security.

Target populations/communities should be engaged in design, implementation, and participatory monitoring, evaluation, and learning, starting with community leadership; the program should create opportunities and solicit feedback from communities to promote continuous improvement. The program should demonstrate how it is building on existing structures/systems in the community to maximize impact.

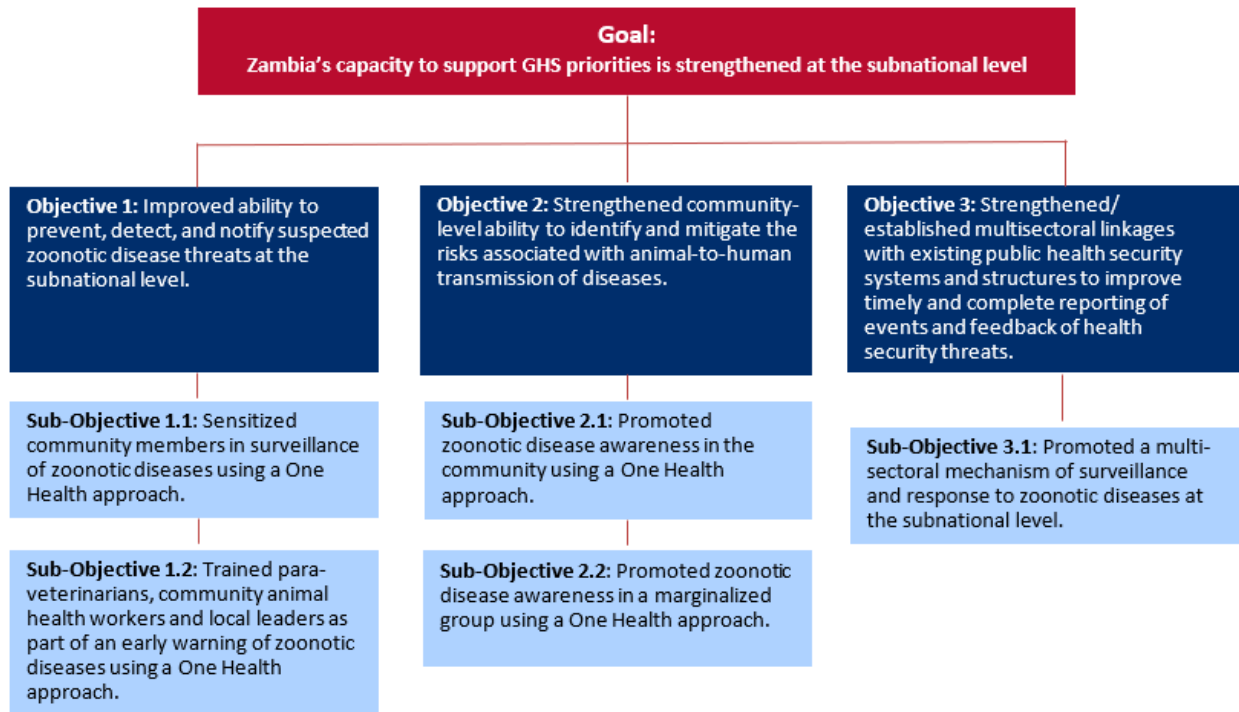
Programs should be well integrated into, and ensure multisectoral linkages with, existing public health security and One Health systems and structures to improve timely and complete reporting of events and timely feedback of suspected public health threats to the communities.

Programs should also include gender-sensitive programming that advances gender equality and social inclusion of relevant marginalized populations (e.g., youth, people with disabilities) in the program coverage area: Southern Province. Activities should contribute to greater equity in public health security.

INTENDED RESULTS

The overall goal of this RFA is to further strengthen, establish and sustain Zambia's capacity in support of GHS priorities and compliance with IHR (2005) at the subnational level. The GHS activities supported by the grants will need to link to WHO International Health Regulation benchmarks and/or Joint External Evaluation capacities within the stated technical focus areas of the program (to be determined in consultation with LGHS after award).

The objectives and intermediate results are presented in the framework below.



ACTIVITY PARAMETERS

Presented below are the program technical areas with examples of potential activities. Prospective grantees can propose some or all of the illustrative activities presented for each of the technical areas, or propose new activities not listed here that contribute to the defined technical areas. Applicants must clearly state in their application which technical area(s) they have selected and the corresponding activity or activities.

Community-Based Zoonotic Disease Surveillance

1. Improve surveillance and reporting of priority zoonotic diseases in the animal, human and environmental health sectors at the community level using a One Health approach.

Examples:

- a. Sensitization of community members in surveillance of zoonotic diseases at the community level using a One Health approach that builds upon existing services.
- b. Training of community animal, human and/or environmental health workers and community/local leaders on community case definitions for common zoonotic diseases, thorough and timely reporting to district animal and human health authorities, infection, prevention and control practices, and community risk mitigation during the period between reporting to and follow up by authorities.

Risk Communication and Community Engagement

2. Implement locally appropriate RCCE strategies for community awareness to improve understanding of zoonotic disease risk factors and associated prevention strategies at the community level, including identification of early warning signs of priority zoonotic diseases and the role of environment/climate change.

Examples:

- a. Conduct zoonotic disease community awareness-raising campaigns among farmer networks/associations and communities with a high prevalence of zoonotic diseases to increase awareness of early warning signs and effects of climate change on the prevalence of priority zoonotic diseases using a One Health approach and leveraging existing materials.
- b. Conduct zoonotic disease community awareness-raising campaigns among minority groups or marginalized communities at the animal-human-environment interface to increase awareness of early warning signs of priority zoonotic diseases using a One Health approach and tailored/locally appropriate materials.

Workforce Development

3. Develop and strengthen a community-level, multi-sectoral health workforce that is available and competent to prevent, detect, assess, notify, report and respond to zoonotic disease.

Examples:

- a. Implement basic training for community health workers and volunteers, civil societies and community-based organizations (CBOs) on prevention, early detection, preparedness, readiness and response to zoonotic disease detection, prevention and notification at community and local levels.
- b. Contribute to the identification and capacity building of multi-sectoral, community level health workers and volunteers with capacity in One Health

MONITORING, EVALUATION, AND LEARNING

Applicants' proposed activities should directly contribute to the achievement of the intended results presented above. Upon award, selected grantees will be expected to work with LGHS within 90 days of award to develop a monitoring, evaluation, and learning (MEL) plan for their GHS activities, including the selection/development of indicators; data collection, management, and quality assurance; reporting; and collaborating, learning, and adapting practices.

PROPOSED PERSONNEL

The program will require designated personnel (on a full- or part-time basis, as determined in consultation with LGHS post-award) for the following areas of responsibility to ensure effective implementation of the program:

- Program direction and management
- GHS technical implementation
- Monitoring, evaluation, and learning
- Finance and operations
- Activity coordination/program administration

[END OF SECTION A]

Section B: Grant Information

GRANTS PROGRAM PRIORITY AREAS

The Request for Application (RFA) will seek applicants interested in proposing grant-funded activities to support USAID's global health security programs in up to three technical focus areas. These three technical areas align with USAID's strategic expertise, with particular engagement across the human, animal, and environmental health sectors for Zambia.

Grantees are invited to submit grant applications for technical programs in one or more of the following technical focus areas:

1. Improve surveillance and reporting of priority zoonotic diseases in the animal, human and environmental health sectors at the community level using a One Health approach.
2. Implement locally appropriate RCCE strategies for community awareness to improve understanding of zoonotic disease risk factors and associated prevention strategies at the community level, including identification of early warning signs of priority zoonotic diseases and the role of environment/climate change.
3. Develop and strengthen a community-level multi-sectoral health workforce that is available and competent to prevent, detect, assess, notify, report and respond to zoonotic disease emergencies.

ESTIMATE OF FUNDS AVAILABLE AND NUMBER OF AWARDS CONTEMPLATED

LGHS anticipates this award will be a fixed-price or cost-reimbursable award. The grant type will be based on the program description and the results of the pre-award assessment, which LGHS will conduct before issuing the award. Subject to the availability of funds, the project intends to award grants whose total value is between \$200,000 and \$400,000, delivered over two years. LGHS anticipates awarding up to six grant awards to successful applicants. Negotiations will be conducted with successful applicants only. LGHS reserves the right to award any or none of the applications submitted.

START DATE AND PERIOD OF PERFORMANCE

The period of performance anticipated is two years. The start date will be upon the signature of the award, estimated on or about September 1, 2024.

[END OF SECTION B]

Section C: Eligibility Information

ELIGIBLE APPLICANTS

This competition is open to any local nongovernmental organization that is either a nonprofit, not-for-profit, or for-profit entity that is registered in Zambia with the Patent and Companies Registration Agency (PACRA) <https://www.pacra.org.zm/>. Grant support will be extended to local entities that are legally registered according to the law of Zambia and seek to strengthen their country's global health security capacity. These may include:

- Not-for-profit and for-profit NGOs
- Civil society organizations
- Community-based organizations (not-for-profit and for-profit)
- Local cooperatives or associations
- Private enterprises

Organizations based outside of Zambia will not be considered eligible for grant support.

Grantees must be able to demonstrate that they:

- Have sound managerial, technical, and institutional capacities to attain project results.
- Have a system of internal controls and measures to safeguard assets and prevent fraud.
- Hold good standing with all civil and fiscal authorities.
- Possess financial accountability and the ability to maintain detailed records of all expenditures.
- Are willing to sign relevant assurance and certification required by USAID based on grant value.

Applicants will also be required to complete a pre-award survey, as part of determination of eligibility for award.

INELIGIBLE APPLICANTS

Organizations **not** eligible to participate in the Grant Program include entities that:

- Are suspended or debarred by the U.S. Government or otherwise subject to an active exclusion in the System for Award Management.
- Appear on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control.
- Appear on the United Nations Security Council Consolidated List.
- Are political parties, groupings, or institutions or their subsidiaries and affiliates.
- Advocate or promote anti-democratic policies or illegal activities.
- Are faith-based organizations whose objectives are for discriminatory and religious purposes, and whose main objective for the grant is of a religious nature.
- Are included in any supplementary information concerning prohibited entities that may be provided by USAID.
- Refuse to sign required certifications and assurances.
- Are university structures.

[END OF SECTION C]

Section D: Application and Submission Guidelines

I. SUBMISSION METHOD FOR QUESTIONS

Submit questions electronically to the LGHS Grants Team at LGHSGrants@lghsproject.net. The deadline for questions is July 5, 2024, at 5pm CAT.

The email subject line should read “Questions – LGHS Zambia Grant Program – *name of organization submitting application.*”

All questions and answers will be shared with all interested applicants.

GRANT SOLICITATION BIDDER'S CONFERENCE

A bidder's conference will be organized to provide prospective applicants with the opportunity to ask questions about the application process and program details. All prospective applicants are encouraged to attend. No more than two people per organization may participate. All information shared during the bidder's conference, including a recording of the event, will be made available after the conference.

Date(s): July 11, 2024, at 16 00 CAT.

Location: This will be a virtual event via Google Meet. LGHS may also provide an in-person venue for participants that do not have reliable internet connections or electricity. Details, including meeting link and in-person venue (if applicable), will be provided to prospective applicants who RSVP by July 10, 2024, at 17 00 CAT.

RSVP: All prospective applicants who wish to attend the bidder's conference and/or receive a recording of the conference immediately after the event and any other materials, must send an email containing the names of the participants (no more than two per organization), name of the organization, and email address(es) to LGHSGrants@lghsproject.net by July 10, 2024 at 17 00 CAT.

Language: The workshop will be held in English.

SUBMISSION METHOD FOR FINAL APPLICATION

Applications must be submitted by the closing date and closing time listed below:

Closing date: July 30, 2024.

Closing time: Application (including technical application and budget) are due by 5pm CAT.

Panagora will determine that a submission has been received on time by using the date stamp of the email in the time zone indicated.

POINT OF CONTACT

Submit applications electronically to LGHS Grants Team at LGHSGrants@lghsproject.net, Panagora will not accept paper applications for this RFA.

The email subject line should read “RFA_ZM001 Application – LGHS Zambia Grant Program – *name of organization submitting application*.” Technical applications and attachments must be submitted in Microsoft Word or Adobe PDF. Budgets must be submitted in Microsoft Excel and budgets narratives in Microsoft Word.

LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF APPLICATION

At LGHS’ discretion, any application received after the exact date and time specified for receipt may be considered ineligible for consideration. Applications may be withdrawn by written notice via email or in person by an organization or the authorized representative.

UNIQUE ENTITY IDENTIFIER

Applicants must have a Unique Entity Identifier (UEI) to receive an award from Panagora. The process of obtaining a UEI may take many weeks. More information can be found at <https://sam.gov/content/entity-registration>.

FUNDING RESTRICTIONS

The following costs are not eligible for funding under this grant program:

Ineligible goods and services as defined by USAID, including:

- Military equipment
- Surveillance equipment
- Commodities and services for support of police and other law enforcement activities
- Abortion equipment and services
- Luxury goods and gambling equipment
- Weather modification equipment

Involuntary sterilization as a method of family planning or any financial incentive to an individual to undergo sterilization.

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.

Construction, including improvements, renovation, alteration, and refurbishment.

Costs that are unallowable as determined by the applicable cost principles.

2. APPLICATION CONTENT AND FORMAT

OVERALL REQUIREMENTS

Applicants will develop their applications based on their understanding of needs, their prior institutional experience, and their determination of the approaches that would be feasible and successful. In all cases, applicants shall clearly explain the rationale for the proposed approaches chosen. To facilitate the competitive review of the applications, Panagora only will consider applications conforming to the following:

The application narrative should be clear, concise, and organized according to the RFA instructions.

The document should be in 12-point Times New Roman font, single spaced, with 1 inch/2.5 cm margins.

Full applications should not exceed 18 pages; page maximums for specific parts are provided in the technical and cost application sections below.

Applications should be written in English.

Technical and cost applications should be separate files.

The budget must be in Excel 2003 or later and compatible with an MS Windows XP operating environment. All calculations and formulas must be visible and unlocked and worksheets must be connected.

The budget narrative must explain the contents of all budget lines. The basis for all costs must be explained, such as vendor quotations, labor law requirements, etc.

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Applications should take into account the evaluation criteria in Section E.

TECHNICAL APPLICATION

Limit of 13 pages, including:

I. TECHNICAL APPROACH AND FEASIBILITY OF PROGRAM DESIGN (UP TO 7 PAGES)

The applicant's technical approach should include:

- A description of the applicant's prior work as it pertains to the project objective
- A description of the activities to be undertaken, organized by thematic area
- Anticipated results
- The proposed approach to achieving each result

The application should discuss the applicant's approach for engaging with local actors, building partnerships with key stakeholders, and creating linkages with other relevant development activities/programs.

II. MANAGEMENT AND STAFFING PLAN (UP TO 3 PAGES NOT INCLUDING THE CV)

The management and staffing plan should show the roles and responsibilities of all staff who will participate in the program.

Applicants should provide the CVs of proposed senior personnel.

III. PAST PERFORMANCE (UP TO 3 PAGES)

Describe the organization's previous experience with Risk Communication and Community Engagement (RCCE), Event-Based Surveillance (EBS), and/or One Health human resources development interventions through the multi-sectoral One Health approach.

COST APPLICATION

Limit of 5 pages.

Please use the templates in Annexes 1 and 2 for the detailed budget and budget narrative. The budget should include all costs anticipated within the following line items:

Salaries/fringe benefits: all costs associated with employees working under the proposed program, including the level of effort expected from each salaried employee and the costs of fringe benefits

Travel and per diem: travel, lodging, and per diem for staff need to implement the project

Equipment: equipment that must be purchased to support program implementation

Workshops/training/events: workshops, development of information materials, studies, information dissemination, etc.

Other direct costs: any other direct costs associated with implementing activities under the project

Operating/administrative costs: rent, communications, electricity, telephone, audit, and other operating costs. Office start-up costs and application development costs will not be paid.

RELEVANT DOCUMENTS

Applicants are required to provide the documents listed below. These documents do not count toward the technical and cost application page limits.

1. A copy of the organization's current and up to date registration
2. Identification of the type of applicant organization, a brief description of its purpose, and detailed point of contact information for its principal officers including full legal name, job title, email, telephone, and physical primary address of entity)
3. Signed certifications and assurances

[END OF SECTION D]

Section E: Application Review Information

REVIEW PROCESS

LGHS will establish a Technical Evaluation Committee to review applications. All reviewers will be subjected to a screening process to eliminate any conflict of interest. Evaluation will be based on the criteria set forth in points 1 and 2 below. The review committee, using the criteria detailed below, will rate applications and make funding recommendations.

LGHS anticipates making its selection by August 21, 2024.

I. EVALUATION CRITERIA FOR THE APPLICATION

A technical review committee will review the full technical application and assess it against the criteria below. In evaluating the applications, LGHS will examine overall merit and feasibility, as well as the specific criteria relevant to each component, as elaborated in the table below. These criteria both serve as the standard against which all applicants will be evaluated and serve to identify the significant matters that applicants should address in their applications. LGHS will instruct the technical review committee to evaluate all applications according to the criteria as established and weighted in the following table.

Evaluation Criteria	Points
I. Technical Approach, Strategies, and Feasibility of Program Design The review team considers a strong technical design to be one that is informed by local circumstances and needs. Applications must be in line with the technical areas outlined in the Program Description.	40
II. Management and Staffing Plan The review team will evaluate the extent to which the management and staffing plans demonstrate the applicant's ability to effectively implement proposed activities responsive to this RFA. Reviewers will assess whether the organization has proposed sufficient level of effort to achieve stated results.	20
III. Organizational Capacity/Experience/Past Performance Reviewers will evaluate whether the organization has managed successful projects of similar size and scope in the geographic areas specified.	20
VI. Cost Evaluation The cost application will be evaluated for reasonableness, allocability, allowability, cost effectiveness, realism, and financial feasibility.	20
Total	100

2. SUPPORTING DOCUMENTATION FOR PRE-AWARD SURVEY After the application evaluation process, potential finalist organizations will be required to complete a Pre-Award Survey so that LGHS assess the capacity of the grantee to perform successfully under the terms and conditions of the proposed grant. LGHS staff may conduct site visits to evaluate the organization in these areas.

[END OF SECTION E]

Section F: Grant and Administration Information

NOTIFICATION

Award of the grant contemplated by this RFA cannot be made until funds are made available through internal LGHS procedures. While LGHS anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award. The Panagora President and CEO is the only individual who may legally commit Panagora and LGHS to the expenditure of public funds. No costs chargeable to the proposed grant may be incurred before receipt of either a fully executed agreement or a specific, written authorization from the Panagora President and CEO.

TERMS AND CONDITIONS

STANDARD PROVISIONS

The Standard Provisions for Non-US NGOs as applicable will apply to these grants. Applicants can find the provisions at <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303mab>. Printed versions of these provisions are available upon request.

PERMISSION FOR USE AND DISCLOSURE

By submitting an application under this RFA, the applicant consents to the disclosure of the documents submitted by the applicant to the reviewers involved in the selection process. Please note that all reviewers are bound by non-disclosure agreements.

REPORTING

All financial and performance reporting will be implemented in accordance with USAID requirements. The following reports will be required:

Choose from the following list:

- Monthly/Quarterly Financial Reports
- Final Financial Report
- Monthly/Quarterly Performance Reports
- Annual/Semi-annual Performance Reports
- Final Performance Report

ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

Activities determined to qualify for a Negative Determination with Conditions as they have potential for negative impact on the environment are the following:

Activity or Activity Category	Recommended Determination
Procurement, storage, management, and disposal of public health commodities (e.g., HIV test kits, antiretrovirals, treatment of opportunistic infections, etc.)	Per 22 CFR 216(a)(2)(iii) that the generation, storage, and disposal of medical materials will have potential for negative impact on the environment.
Training of professional and paraprofessional health care workers in methods that may result in generation and disposal of hazardous medical waste.	Per 22 CFR 216(a)(2)(iii) that health activities likely to involve blood testing will have potential generation of hazardous waste.
Activities involving generation, storage, management, and disposal of hazardous and highly hazardous medical waste.	Per 22 CFR 216(a)(2)(iii) that health activities will have potential generation of hazardous waste.
Activities involving ongoing developing, manufacturing, and distribution of novel antiretroviral formulations	Per 22 CFR 216(a)(2)(iii) that health activities will have potential generation of hazardous health waste.
Small-scale construction and rehabilitation of health facilities and training centers.	Per 22 CFR 216(a)(2)(iii) for activities potentially involving minor construction and renovation of existing facilities. No large-scale construction activities will be conducted.

These activities will be conducted in compliance with, and reported against, an approved Environmental Mitigation and Monitoring Plan (EMMP).

In addition, the grantee must comply with the host country's environmental regulations unless otherwise directed in writing by LGHS and /USAID. In case of conflict between the host country and USAID regulations, the latter shall govern.

[END SECTION F]

Section G: Other Information

DISCLAIMERS

LGHS may cancel the solicitation and not award any funds.

LGHS may reject any or all applications received.

Issuance of solicitation does not constitute award commitment by LGHS.

LGHS reserves the right to disqualify any application based on applicant's failure to follow solicitation instructions.

LGHS will not compensate applicants for their response to the solicitation.

LGHS reserves the right to issue an award based on initial evaluation of applications without further discussion.

LGHS may choose to award only part of the activities in the solicitation or to issue multiple awards based on the solicitation activities.

LGHS reserves the right to waive minor application deficiencies that can be corrected prior to award determination to promote competition.

LGHS may contact applicants to confirm contact person, address, and that the application was submitted for this solicitation.

LGHS may contact listed past performance references without notice to the applicant. Panagora also reserves the right to contact other past performance information sources that the applicant did not list in the application.

By submitting an application, the applicants confirm they understand the terms and conditions (our terms and conditions are attached to this RFA).

ANNEXES

The following documents are considered part of this RFA:

1. Budget template
2. Budget narrative template
3. Panagora Grant Terms and Conditions
4. Required Certifications and Assurances
5. USAID Mandatory Provisions applicable to the Grant as well as all applicable provision under [2 CFR 200](#).

[END OF SECTION G]

Instructions to Applicants for Completing the Grant Budget Template

BUDGET SUMMARY TAB

This table will populate automatically from the detail sheets

The only information you must enter is your organization's name and the proposed period of performance for the grant

BUDGET DETAIL TAB

I. In section I provide your organization's name, the project name, and the estimated budget period for the project

Insert the inflation rate for year 2 in cell G5

Insert the salary increase percentage in cell G6. The Personnel Section formulas incorporate this increase for Year 2

Please note: Any project staff support costs that are included in budget categories other than the travel category (for example, in Contractual) must be separately and clearly identified as participant support costs in that section.

A. Personnel

List the position names that will work on this project. These are positions that are employed by the organization and **not consultants**

Enter the type of unit to be used (e.g. days, months)

Provide the salary rate for each position based on your organizational policies

For each budget year and each position, enter the estimated number of units that will be needed to implement the project

B. Fringe Standard Benefits

List benefit costs separately from salary costs and explain how benefits are computed for each category of employee - specify type and rate
For example: In column B, enter the percentage rate used for fringe standard benefits. If you do not have a percentage rate, you may adjust the template as needed to include an estimate of fringe benefits.

If applicable for the calculation, enter the total amount of salaries from the Personnel section on which you are applying the percentage rate

C. Travel

Include all in-country travel by air and ground. Example costs have been included for in-country travel

Please note: Project staff travel should be grouped together and separate from project staff travel.

Reminder: International travel will not be supported by this grant.

D. Equipment

Identify all equipment that has a useful life of one year or more AND has a per-unit acquisition cost of \$5,000 or more **OR** your organization's capitalization level if it is less than \$5,000

For example, if your organization has decided that it capitalizes items with a unit value of \$3,000, then items with a unit cost of \$3,000 must be entered in the equipment category.

E. Supplies

List items separately using unit costs and the percentage of each unit cost that will be charged to the grant

F. Contractual

Identify all anticipated contracted goods or services, **including consultants**

G. Other Direct Costs

Identify all other direct costs separately

H. Total Direct Costs

Total Direct Costs will calculate automatically for each Budget Year. Please confirm it does so correctly if you have altered this spreadsheet

J. Indirect Costs

See 2 CFR 200 for non-profit organizations and educational institutions or Federal Acquisition Regulation (FAR) 48 CFR part 31 for commercial firms.

If your organization has a negotiated indirect cost rate agreement (NICRA) with the U.S. Government, a copy must be included with the application.

If your organization does not have a NICRA, you may use the de minimis rate which is a flat indirect cost rate of 15% of Modified Total Direct Costs as defined in 2 CFR 200.

If your organization has an existing indirect rate and has records justifying this rate, indicate how the rate is applied, e.g. to all direct costs, to wages and salaries only, etc, and provide supporting documentation of the existing rate. See budget narrative template for explanation.

If your organization does not have a NICRA and does not use the de minimis rate, indirect costs may be charged as a fixed amount as described in Non-US Standard Provision RAA 4, see budget narrative template for explanation.

I. Total Direct and Indirect Costs

Total Direct and Indirect Costs will calculate automatically for each budget year. Please confirm it does so correctly if you have altered this spreadsheet

Organization: [Enter Applicant's Name]			
Budget Summary			
Budget Period: [Enter the start and end dates for the grant]			
	Budget Year 1	Budget Year 2	Total 2 Years
BUDGET COST CATEGORIES			
A. Personnel	0	#VALUE!	#VALUE!
B. Fringe Benefits	0	0	0
C. Travel	0	#VALUE!	#VALUE!
D. Equipment	0	#VALUE!	#VALUE!
E. Supplies	0	#VALUE!	#VALUE!
F. Contractual	0	#VALUE!	#VALUE!
G. Other Direct Costs	0	#VALUE!	#VALUE!
H. Total Direct Costs	0	#VALUE!	#VALUE!
I. Indirect Costs	0	0	0
J. Total Federal Share	0	#VALUE!	#VALUE!
K. Cost Share	0	0	0
L. Total Project Budget	0	#VALUE!	#VALUE!

Organization: [Enter Applicant's Name]

Budget Detail

Project Name: [Enter the name of the propose grant project]

Budget Period: [Enter the start and end dates for the grant]

Year 2

Inflation Rate
Salary Increase

[Enter the inflation rate]

[Enter % for annual salary increases]

Cost Item and Description	Rate Per Unit	Type of Unit	Budget Year 1		Budget Year 2		TOTAL BUDGET
			[Enter Period of Performance]		[Enter Period of Performance]		
			Quantity of Units	Amount	Quantity of Units	Amount	
A. PERSONNEL (add rows as necessary)							
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
Name, Position				-		#VALUE!	
TOTAL PERSONNEL				0		#VALUE!	#VALUE!
B. FRINGE (STANDARD) BENEFITS							
		/salary base		-		-	
		/salary base		-		-	
		/salary base		-		-	
TOTAL FRINGE (STANDARD) BENEFITS				0		0	\$0
C. TRAVEL							
1. Project Staff Travel Only							
Domestic Airfare Departure City to Arrival City				-		#VALUE!	
Lodging				-		#VALUE!	
Per diem (Meals and incidentals only)				-		#VALUE!	
Ground transportation				-		#VALUE!	
				-		#VALUE!	
				-		#VALUE!	
2. Other Travel (Consultant Travel Expenses, Training/Workshop Participant Expenses, etc)							
Domestic Airfare, train etc. Departure City to Arrival City				-		#VALUE!	
Lodging				-		#VALUE!	
Per diem (Meals and incidentals only)				-		#VALUE!	
Transfer/taxis to and from airports				-		#VALUE!	
				-		#VALUE!	
				-		#VALUE!	
TOTAL TRAVEL				0		#VALUE!	#VALUE!

D. EQUIPMENT									
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
TOTAL EQUIPMENT					0		#VALUE!		#VALUE!
E. SUPPLIES									
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
TOTAL SUPPLIES					0		#VALUE!		#VALUE!
F. CONTRACTUAL (Includes consultant salaries under this line item)									
Activity Support [enter vendor services]							#VALUE!		
Consultant [enter consultant name and position]					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
TOTAL CONTRACTUAL					0		#VALUE!		#VALUE!
G. OTHER DIRECT COSTS									
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
					-		#VALUE!		
TOTAL OTHER DIRECT COSTS					0		#VALUE!		#VALUE!
H. TOTAL DIRECT COSTS					0		#VALUE!		#VALUE!
I. INDIRECT OPERATING COSTS (not to exceed 15%)									
TOTAL INDIRECT OPERATING COSTS					0		0		\$0
J. TOTAL DIRECT & INDIRECT OPERATING COSTS					0		#VALUE!		#VALUE!

GRANT APPLICATION BUDGET NARRATIVE

[Instructions for Applicants:

Please use this template to develop your budget narrative. When writing the narrative, please remember that the purpose of this document is to provide the following information for each cost included in the budget:

- *The type of expense.*
- *The purpose of the expense, including how it contributes to achieving the project objectives.*
- *The basis of the cost estimate.*
- *How the rate or amount was calculated.*
- *Whether the cost is fully or partially allocated to the project.*

All instructions within the document are highlighted in green. Please delete these instructions from the final version of your budget narrative.

*Gray highlighted text must be tailored for your project. For example, where it says **Applicant**, please replace it with your organization's name.*

Please carefully review the budget and budget narrative to ensure that all amounts match

Please submit questions about the budget and budget narrative by the deadline specified in the Notice of Funding Opportunity.]

Grant Detailed Budget Narrative

Name of Project

Period of Performance: Start Date to End Date

INTRODUCTION

Applicant Name is pleased to present the Name of Project with a total cost of \$XXX over a X month period.

[Explain any important points about how the budget is structured and how costs were estimated.]

MAJOR ASSUMPTIONS

Budget Scope: This budget presents costs for a project with an anticipated start date of XXX and an end date of YYY.

Staffing: The staffing structure for implementing the project is based on the program description outlined in the technical application.

Salaries: All staff salaries conform to Applicant Name personnel compensation policies. Staff salaries are determined based on national labor guidelines and market conditions of Country. For budgeting purposes, salaries are escalated at an average annual rate of X%; actual merit increases are based on performance.

Inflation: An inflation rate of X% is applied to travel, transportation, and other direct costs. Inflation is not applied to indirect costs.

DETAILED BUDGET NOTES

A. Personnel

[Describe each position listed in the budget monthly. This should include each position's role, how it contributes to the project, the basis for the salary, and the amount of time needed to work on the project (i.e. level of effort over the life of the project).]

Position name: Description of responsibilities. Level of Effort: X%.

Position name: Description of responsibilities. Level of Effort: X%.

Position name: Description of responsibilities. Level of Effort: X%.

B. Fringe Benefits

[Describe the fringe benefits that you provide your employees. Identify benefits that are required by national law and benefits that are provided under your compensation policies.]

Applicant provides the following fringe benefits required by Country labor laws and government regulations:

- List government required benefits

Applicant has applied a X% fringe benefit rate for all legally mandated benefits.

Applicant provides the following benefits as part of its compensation package:

- List additional benefits and note whether they are calculated as an amount or a percentage

C. Travel, Transportation & Per Diem

[Describe any in-country travel details. Explain how they are budgeted, including the basis of the estimate (e.g. historical data, quotations from travel agents, etc.). Where possible indicate the tasks and possible locations, the number of trips to these locations, an explanation of the reasons for each trip, and the possible activities they support.]

In-Country Travel:

1. *Domestic airfare:* This amount is budgeted to account for transportation costs within **Country** to various program sites and cities. *[Include the reason these trips are necessary, how they achieve the project objectives, the number of trips, and cost per person per trip.]*
2. *Domestic Lodging:* Domestic lodging costs are based on *[include an explanation of the basis for the domestic lodging rates.]*
3. *Domestic M&IE:* Domestic meals and incidental expenses (M&IE) are based on *[include an explanation of the basis for the domestic M&IE rates.]*
4. *Ground Transportation:* This line covers the traveler's costs between home and the airport and between the airport and the hotel. If other ground transportation costs is applicable, please provide detailed explanation. *[Include estimated cost per trip.]*

D. Equipment

[Equipment means an item of property that has a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more, or your organization's capitalization level if it is less than \$5,000. For example, if your capitalization level is \$3,000, all items with a unit cost of \$3,000 or more are considered equipment.]

*List each type of equipment separately and describe the basis for unit price cost estimates (e.g. recent procurement contract prices, quotes, vendor price lists, etc.) **Describe why the equipment is necessary to accomplish project objectives.***

This is an example:

1. *Generators (60KvA): Two generators will be purchased, one each for the Capital and Town offices, in Year 2, as that is when the current generators will need to be replaced. The proposed price is based on recent quotations and includes installation costs.]*

E. Supplies

[Supplies means expendable property, including computing devices, that do not meet the definition of equipment (see above). Please describe the basis of unit price cost estimates (e.g. recent procurement contract prices, quotes, vendor price lists, etc.)

These are examples:

1. *Laptops: Five laptops with extended warranties, Windows operating system, and Microsoft Office pre-installed will be purchased for professional staff who will work between various program sites. Prices are based on recent quotes from vendors.*
2. *Laptop Accessories: Five sets of computer monitors, computer mice, computer keyboards, and laptop docking stations; one for each laptop computer. Prices are based on recent quotes from vendors.*
3. *Software and License Subscriptions: A lump sum has been budgeted for the following software and licenses:*
 - *A Windows Enterprise Server License which permits users to access printers, files, and a central login service for user management of computers and network devices.*
 - *Adobe Acrobat software and licenses will be used to create and read PDF files.]*

F. Contractual

[Please explain any contracted services that are required for project implementation. This includes consultants and service support vendors.

These are examples:

1. *Radio/TV Content Producer: In line with the technical application, a short-term consultant will be engaged to assist with the design and production of news bulletins and debates for target radio and TV stations in the beneficiary communities. The daily rate is based on historical rates for engaging consultants to provide similar services.*
2. *IT Support: A professional IT firm will be contracted to provide support and assistance during the life of the project. A consistent, well-functioning IT system is needed to maintain regular communication with stakeholders and project staff. The estimated cost is based on the price of the current contract with the service provider.]*

G. Other Direct Costs

[Please use sub-categories to group similar other direct costs together.

These are examples:

1. *Cyber Security and Media Trainings: A series of 5 trainings will take place over the life of the program to train local civil society and/or radio station partners on international digital security standards as well as a variety of media trainings, including news writing, montage, radio production, and social media. These trainings are essential to strengthening the capacity of local partners and achieving project objectives. Costs will cover lunch, coffee breaks, and venue rental for 50 participants. The venue cost is \$X. The cost for coffee breaks and lunch is \$X or \$X/person. The cost for trainer fees is \$X or \$X/day. Amounts are based on recent costs incurred for a similar event.*
2. *Office Utilities: This represents the monthly utilities costs for the office. The amount is based on historical costs.*
3. *Communications: This cost reflects estimated monthly communications expenses for internet service for the office. The amount is based on historical costs.]*

H. Total Direct Costs

The estimated amount for all direct costs is \$X.

I. Indirect Costs

[Please explain how your indirect costs will be recovered. Your organization must choose one option for indirect cost recovery. Indicate which of the following options you will use:

- You must use your Negotiated indirect cost rate agreement (NICRA) if your organization has a NICRA with the U.S. Government. Please describe the indirect cost categories and current rates and provide a copy of your NICRA.*
- If your organization does not have a NICRA, you may use the de minimis rate which is a flat indirect cost rate of 15% of Modified Total Direct Costs as defined in 2 CFR 200.414(f). Please describe the indirect costs that will be covered by the 15% de minimis rate.*
- If your organization has a documented indirect cost rate, indicate how the rate is applied, e.g. to all direct costs, to wages and salaries only, etc. Please provide a copy of audited financial statements to justify the rate.*
- If your organization does not have a NICRA and does not use the de minimis rate, indirect costs may be charged as a fixed amount as described in Non-US Standard Provision RAA 4. Please provide a detailed budget of all indirect costs in the budget spreadsheet and provide explanations of costs in this budget narrative.*
- If your organization does not have a NICRA and does not use the de minimis rate, indirect costs may be charged as direct costs proportionately calculated for this project. If you use this option, please state that all costs are treated as direct costs.]*

J. Total Federal Share

The total amount budgeted for direct and indirect costs is \$X.

PANAGORA GRANT TERMS AND CONDITIONS

1. INDEPENDENT ENTITY

Panagora and the Grantee relationship is that of an independent entity, and nothing in this Grant will be construed as creating any other relationship. As such, the Grantee will comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Grantee's protection in connection with work performed under this Grant. Neither the Grantee nor anyone employed by it will be, represent, act, purport to act, or be deemed to be an agent, representative, or employee of Panagora.

This Grant is funded in whole or in part with funds from the funding sponsor. Neither the funding sponsor nor any of its departments, agencies, or employees is or will be a party to this Grant. All communications regarding this Grant must be directed to Panagora.

2. CONFIDENTIAL INFORMATION

Both parties recognize that during the term of this Grant, they will be privy to proprietary information about the other party, and its employees may receive or have access to data and information that is confidential and proprietary to either party or the funding sponsor.

"Confidential Information" is defined as all technical information, whether directly or indirectly disclosed, in verbal, written, photographic, electronic, prototypic, sample, or any other form.

Confidential Information disclosed in written, graphic, or electronic format will be marked on its face as "Confidential" and/or "Proprietary."

Confidential Information does NOT include information that:

- was properly in the public domain at the time it was disclosed,
- was already in the possession of the Grantee and not under a duty of confidentiality or non-disclosure,
- was provided to the Grantee by a third party that has a lawful right to disclose the confidential information,
- was developed independently by the Grantee and supported by documentary evidence.
- was disclosed in response to a valid administrative or judicial order requesting the confidential information, provided, however, that the Grantee shall first have given notice to Panagora and shall have provided reasonable assistance to Panagora in any efforts to contest the disclosure of the confidential information, or
- was in the Grantee's possession or known to the Grantee prior to receipt from the disclosing party.

Confidential Information may be used by the Grantee or its employees only for purposes of fulfilling the obligations under this Grant. The Grantee will not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of Panagora.

These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this Grant.

3. ORGANIZATIONAL CONFLICTS OF INTEREST

- a) The Grantee represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest or that the Grantee has disclosed all such relevant information.
- b) The Grantee agrees that if an actual or potential organizational conflict of interest is discovered after the award, the Grantee will make a full disclosure in writing to the Panagora Point of Contact. This disclosure will include a description of activities that the Grantee has taken or proposes to take, after consultation with the Panagora Point of Contact, to avoid, mitigate, or neutralize the actual or potential conflict.
- c) Panagora may terminate this Grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Grantee was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to Panagora, Panagora may terminate the Grant for default.

4. STANDARDS OF ETHICS AND BUSINESS CONDUCT

The Grantee acknowledges and accepts Panagora's emphasis on the importance of accountability to those who benefit from Panagora's work, and the parties' mutual accountability to each other, to project collaborators, and to our sponsors. The Grantee confirms its accountability to participants in Panagora programs, children, any vulnerable populations, and to all others whom its programs are intended to serve.

- 1.1 **Equal Opportunity and Affirmative Action Employer:** This Grantee shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that Panagora and the Grantee take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Unless exempt, any grant negotiated between the parties will be subject to the Equal Opportunity Clauses and regulations set forth in Code of Federal Regulations (CFR) Title 41 Part 60.
- 1.2 **Parties to this Agreement agree to comply with applicable U.S. trade laws and regulations,** including but not limited to: (i) the Arms Export Control Act and the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Act of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730 et seq., (including the EAR's anti-boycott provision); (iii) the International Emergency Economic Powers Act and the Office of Foreign Asset Controls Restrictions, 31 C.F.R. Parts 500-599; and (iv) other applicable U.S. laws and regulations, and the National Defense Authorization Act (NDAA) Section 889.

- 1.3 **Protecting Program Participants from Sexual Exploitation and Abuse (SEA):** The Grantee must uphold the principles of *the United Nations Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises* and Panagora's policy on Protecting Program Participants from Sexual Exploitation and Abuse. Grantee and Grantee Personnel are prohibited from committing any form of sexual exploitation or abuse of any adults or children who are served by Panagora programs or encounter Grantee Personnel engaged in activities under this Agreement ("*Program Participants*"). Sexual exploitation means any actual or attempted abuse of Program Participants that takes advantage of their position of vulnerability or trust for sexual purpose. Sexual abuse means any actual or threatened physical intrusion of a sexual nature by force or under unequal or coercive conditions. Grantee must take steps to develop a culture that does not tolerate SEA and prevent, detect, and/or stop any SEA by Grantee Personnel.
- 1.4 **Violence Within the Work Environment:** The Grantee must uphold the principles of Panagora's Violence-Free Workplace policy and take steps to prohibit and prevent any form of violence or threats of violence in the work environment, by or against any Grantee Personnel while on the Grantee's premises or work locations of the Grantee, at any events sponsored by the Grantee, or while engaged in the performance of employment duties for Grantee whether on or off the Grantee's premises. The Grantee's policy must prohibit Grantee Personnel from perpetrating any form of violence or threats of violence against any staff or any Grantee partner, Grantee, or client; program participants; or anyone else with whom they interact in work-related situations.
- 1.5 **Harassment-Free Work Environment:** Grantee must uphold the principles of Panagora's Harassment-Free Work Environment policy and take steps to prohibit and prevent Grantee Personnel from engaging in any form of harassment in the workplace or work-related situations based on: race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, or perceived adherence to socially defined norms of masculinity and femininity, medical conditions, pregnancy, childbirth, and breastfeeding, nationality or citizenship, physical or mental disability, genetic information or characteristics (or those of a family member), protected U.S. military or U.S. veteran status, status as a victim of domestic violence, sexual assault or stalking, and/or any other class, status, or characteristic protected by local law. The Grantee must strictly prohibit Grantee Personnel from harassing any Grantee Personnel, employees of any Grantee partner, Grantee, or client; program participants; or anyone else with whom the Grantee Personnel interacts in work-related situations.
- 1.6 **Dealing with Governments or Officials; Compliance with Foreign Corrupt Practices Act:** The Grantee acknowledges that Panagora corporate policy requires that Panagora's activities be conducted within the letter and spirit of the law. The Grantee, including any of its affiliates and their respective employees, agents, officers, or other members of its management, will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "officials") where such payment would constitute a violation of any law. In addition, regardless of legality, the Grantee will make no payment either directly or indirectly to officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Grant or any other aspect of Panagora's operations.

- 1.7 **Reporting of Any Violations:** For any referenced policies in Section 4 of this document that have a reporting requirement for Suppliers (which includes subrecipients), the Grantee and Grantee Personnel who observe, suspect, or receive allegations of misconduct or violations of any of the above referenced policies are required to report the conduct immediately, either orally or in writing to **Darlene F. Andrews**, Corporate Ethics Officer, darleneandrews@panagoragroup.net. Please note that anonymous reports are generally more difficult to investigate due to limited information. When reporting, individuals are urged to provide as much detail as possible about the conduct, if possible, including identifying people who were involved or who witnessed the conduct, so long as this will not put the persons identified at risk of immediate harm. The Grantee must maintain policies that require Grantee Personnel to report any misconduct or violations to any other appropriate management within the Grantee's organization, with any appropriate law enforcement agency or other regulatory agency as required by local laws.
- 1.8 **Consequences of Violations:** Violations by the Grantee or Grantee Personnel and/or the failure to follow the requirements of the policy may result in immediate termination of the Grantee's award. Panagora may pursue any contractual or other legal or equitable remedies that may be available.

5. **PRIVITY OF CONTACT AND COMMUNICATION**

It is understood and agreed by the Grantee that there is no direct relationship between USAID and Grantee by reason of this Grant. All authorizations required from USAID shall be obtained through Panagora, and all communications intended for USAID shall be handled through Panagora.

6. **PERSONAL DATA PROTECTION**

The Grantee agrees to establish general principles and guidelines to protect personal data, ensuring compliance with applicable laws under all circumstances. This will guarantee the right to the protection of personal data for all natural persons who establish relations with the Grantee, ensuring respect for the rights to reputation and to privacy.

Personal data is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. In practice, these also include all data which are or can be assigned to a person in any kind of way. For example, the telephone, credit card, or personnel number of a person, account data, number plate, appearance, customer number, or address are all personal data.

Grantee agrees that Panagora may, from time to time, have reasonable access to Grantee's premises, systems, and records in order to audit Grantee's security measures and procedures in connection with the processing of Personal Data and to ensure Grantee's compliance with this section. Grantee shall indemnify, defend, and hold Panagora and its affiliates harmless from and against all costs, claims, damages, or expenses incurred by them due to any failure by Grantee to comply with any of its obligations under this section.

7. **PROTECTION OF HUMAN RESEARCH SUBJECTS**

Panagora requires that research is conducted with the highest standards of integrity and ethical behavior regardless of the funding source or type of research. The Grantee is responsible for safeguarding the rights and welfare of human subjects involved in research under this Grant. The Grantee shall provide Panagora with written assurance satisfactory to the sponsoring federal department or agency that it will comply with the Common Federal Policy for the Protection of Human Subjects found in Part 225 of Title 22 of the Code of Federal Regulations. This policy applies to all research involving human subjects conducted, supported, or otherwise subject to regulation by any federal department or agency, including research that takes place in foreign countries. In the case of research conducted outside of the United States which remains subject to 22 CFR 225, the Grantee shall submit to the Panagora Technical/Program Monitor written assurance that procedures followed by the Grantee to protect human research subjects are at least equivalent to those in 22 CFR 225. In lieu of a written assurance, Panagora shall accept the existence of a current assurance, appropriate for the research in question, on file with the Office for Human Research Protections, HHS, or any successor office, and approved for federal-wide use by that office.

Any research supported under this Grant that will involve human subjects as defined in 22 CFR 225 shall not commence until the required assurance has been submitted to Panagora and Grantee has been notified in writing by the Panagora Point of Contact that all other requisite approvals of the Grantee's procedures pursuant to the protection of human research subjects have been obtained, as appropriate.

8. INSPECTION AND ACCEPTANCE

Acceptance of the effort specified in the Program Description will be made by Panagora's Technical/Program Monitor or his/her authorized representative. Panagora has the right to inspect and evaluate the activities performed under this Grant at all reasonable times and in a manner that will not unduly delay the activities.

All required deliverables will be submitted to the Panagora Technical/Program Monitor. Notwithstanding any other payment provision of this Grant, failure of the Grantee to submit required reports when due, or failure to perform or deliver required activities, will result in the withholding of payment under the Grant unless such failure arises out of causes beyond the control and without the fault or negligence of the Grantee.

9. WORKING FILES AND DATASETS

The Grantee certifies that any working files maintained by the Grantee including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Grant will be maintained in an accurate and complete manner. Upon request, the Grantee will provide information contained in its working files to the Panagora Technical/Program *Monitor*.

10. GOVERNING LAW

The Grant shall be governed by and interpreted in accordance with the following order of precedence: (1) the provisions of the Grant, and (2) the laws in effect in the State of Maryland USA (without giving effect to any conflict of law principles or provisions that would require the laws of another jurisdiction to apply); provided, however, that any issue pertaining to USAID Standard Provisions, USAID policies,

and/or US Executive Orders, statutes or regulations shall be governed by and interpreted in accordance with US Federal law.

11. SUSPENSION

Panagora may suspend the Grant, in whole or in part, at any time or from time to time, for any of the following reasons: (1) noncompliance by Grantee with Grant requirements; (2) receipt of a suspension directive from USAID; or (3) **Panagora**'s written determination (a copy of which will be provided to Grantee) that such action is in the Program's best interest. Suspension shall be effected by a written notice stating the basis, effective date, and duration of the action, un-allowability of costs incurred during the suspension period (with any exceptions thereto), and any other terms and conditions deemed appropriate. Regardless of the duration specified in the notice, **Panagora** may terminate the Grant if a suspension continues for thirty (30) days or more.

12. TERMINATION

Funding for this Grant is contingent upon factors including the availability of funds to Panagora, satisfactory progress by the Grantee, and overall direction of the program of which this Grant is a part. Panagora may suspend or terminate this Grant in whole or in part, at any time, and for any reason, by providing five (5) calendar days written notice of the effective date of the suspension or termination to the Grantee. The Grantee will be responsible for satisfying all of its obligations relative to this Grant through the effective date of termination. Panagora will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) Panagora expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Grant were not suspended or expired normally at the end of the funding period in which the termination takes effect.

Upon termination, the Grantee will:

1. cease all work except to the extent that is minimally necessary to shut down operations;
2. return or provide to Panagora all materials and work products related to this Grant; and,
3. provide Panagora with such services related to the transfer of tasks under the Program Description to another Grantee as may be specified by Panagora upon termination.

The Grantee will be reimbursed for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by Panagora, provided such services are in accordance with the provisions of the grant.

13. DISPUTES

The following procedures shall govern the resolution of any controversy, dispute, or claim between or among "Parties" arising out of the interpretation, performance, breach, or alleged breach of this Agreement ("Dispute"):

Negotiation: The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation under the subparagraph below.

Executive Consultation: For Disputes submitted to Executive consultation, each party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Panagora Group, such designee shall be the President. For the Grantee, such designee shall be the chief executive or his/her designee. The Party initiating the claim shall provide, in addition to documents supporting the claim, a summary of the claim, its perception of the positions of the Parties, and any perceived barriers to the settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary or such other amount of time as agreed between the parties, the claiming Party may proceed under the subparagraphs below.

Arbitration: Any controversy or claim between the Parties arising out of or relating to the terms, construction, interpretation, performance, termination, breach, or enforceability of this agreement shall be settled by binding arbitration. The parties agree that they shall mutually select an arbitrator, or a panel of three arbitrators, from the group of individuals offered by JAMS. The parties shall follow the arbitration rules of JAMS, and any dispute about the meaning or application of those rules or this agreement before the appointment of an arbitrator or arbitration panel shall be resolved by JAMS. The arbitrator(s) shall base the award on applicable law, and judgment on the award may be entered in any jurisdiction court. The arbitrators shall not be empowered to award damages over compensatory damages, and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Maryland unless otherwise agreed between the Parties. The parties further agree that the costs of the arbitration shall be divided equally between them.

Obligation to perform work: The Grantee shall diligently proceed with the work performance pending the final resolution of any Dispute.

14. INDEMNIFICATION

The Grantee will indemnify, defend, and hold Panagora harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to the Grantee, its employees, officers, or agents, or injury to the property of the Grantee, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by the Grantee, its employees, officers, or agents, in the course of performance of any of the work specified in this Grant.

15. DEBARMENT AND SUSPENSION

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

16. TERRORIST FINANCING

The Grantee will not engage in transactions with or provide resources or support to individuals and organizations associated with terrorism, including those organizations and individuals identified in

lists promulgated by the U.S. Government, the United Nations, and the European Union. It is the legal responsibility of the Grantee to ensure compliance with these laws. This provision must be included in all lower tier Grants issued under this Grant.

17. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS

Panagora reserves the right to terminate this Grant, to demand a refund, or take measures if Grantee is found to have been convicted of a narcotic offense or engaged in drug trafficking activities.

18. PROHIBITION ON ABORTION-RELATED ACTIVITIES

No funds made available under this Grant will be used to finance, support, or be attributed to the following activities:

- a) Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning.
- b) Special fees or incentives to women to coerce or motivate them to have abortions.
- c) Payments to persons to perform abortions or to solicit persons to undergo abortions.
- d) Information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
- e) Lobbying for abortion.

No funds made available under this Grant 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.

19. DELAYS

Whenever the Grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Grant, the Grantee will, within five (5) days, notify the Panagora Grant Officer, in writing, providing all relevant information with respect to the delay.

20. NOTICES

All notices concerning business or administrative matters under this Grant will be in writing and will be directed to the Panagora Grant Officer named in the cover page.

All technical and program-related notices and reports will be directed to the Panagora Technical/Program Monitor named on the cover page.

21. ENTIRE AGREEMENT

The parties acknowledge that they have read this Grant, understand it, and agree to be bound by its terms. The parties further agree that this Grant, together with all of the referenced and incorporated

attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Grant.

If this Grant and any of its attachments are translated to a foreign language, the English version shall take precedence.

22. LIABILITY

With regard to all aspects of this Grant, Panagora assumes no liability for any third party claims or damages arising out of this Grant.

23. VALIDITY AND WAIVER

The invalidity in whole or in part of any provision of this Grant will not affect the validity of other provisions. A waiver of a breach of any provision of this Grant will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Grant. The failure of Panagora to enforce at any time or from time to time any provision of this Grant will not be construed as a waiver of the provision.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) The Grantee must comply with the requirements of 2 CFR 200.216 or FAR 52.204-25 as applicable under funder regulations and provisions incorporated into this award.
- b) Under any circumstance, as a condition of this Grant, the Grantee is prohibited from obligating or expending funds under this Grant to procure or obtain “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system as defined in paragraph c. below.
- c) As defined in U.S. Public Law 115-232, Section 889, “covered telecommunications, or services” means any of the following: (A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (C) Telecommunications or video surveillance services provided by such entities or using such equipment. (D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the U.S. Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. “Covered foreign country” is defined in U.S. Public Law 115-232, Section 889 as the People’s Republic of China.
- d) In the event the Grantee identifies covered telecommunications equipment or services being funded as a substantial or essential component of any system, or as critical technology as part of any system, during Grant performance, or the Grantee is notified of such by a lower-tiered

subcontractor/grantee/contractor, or by any other source, the Grantee shall report the information in writing to the Panagora Grant Officer.

25. SEVERABILITY

If any Grant provision(s) is/are determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be construed to implement the intent of the Parties to the maximum extent practicable, as if the Grant had been executed with the invalid or unenforceable provision(s) eliminated.

**CERTIFICATIONS, ASSURANCES, REPRESENTATIONS, AND OTHER STATEMENTS OF THE
RECIPIENT**

The following certifications and assurances are provided by Grantee in consideration of Panagora Prime Contract No. LGHS 7200AA23C00056 and form an integral part of the Agreement:

Part I – Certifications and Assurances

1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The recipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the assistance award for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

2. Certification Regarding Lobbying (22 CFR 227)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals (see Part II below) or Covered Participants (see Part III below).

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. Certification Regarding Support to Terrorists

(1) The undersigned represents, to the best of its knowledge, that:

Except as otherwise disclosed to the Agreement Officer in writing and included with this application, the applicant did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations ([31 CFR Part 594](#)), and the Foreign Terrorist Organizations Sanctions Regulations ([31 CFR Part 597](#)), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions." Note: USAID intends to retain the information disclosed to the Agreement Officer pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. USAID will not make such information available publicly unless required by law.

(2) The representation in paragraph (1) does not apply to:

(a) Transactions entered into or material support and resources provided pursuant to an OFAC license;

(b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or

(c) The procurement of goods and/or services by the Recipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions.

This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by USAID. This certification does not preclude any other remedy available to USAID.

(3) For purpose of this certification:

(a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

(ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

(b) "Entity" means a partnership, association, corporation, or other organization, group, or subgroup.

5. Certification Regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013

Note: This certification must be completed prior to receiving an award if the estimated value of services required to be performed under the award outside the United States exceeds \$500,000. This certification must also be submitted annually to the Agreement Officer during the term of the award.

By signing below, the applicant or recipient, as applicable, through its duly designated representative, after having conducted due diligence, hereby certifies the following:

The applicant/recipient has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the Mandatory Provision "Trafficking in Persons" and is in compliance with that plan;

The application/recipient has implemented procedures to prevent any activities described in section (a) of the Mandatory Provision "Trafficking in Persons" and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of the applicant/recipient engaging in any activities described in such section; and

To the best of the representative's knowledge, neither the applicant/recipient, nor any employee, contractor, or subawardee of the applicant/recipient, nor any agent of the applicant/recipient or of such a contractor or subawardee, is engaged in any of the activities described in section (a) the Mandatory Provision "Trafficking in Persons."

6. Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2)

the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224, and (5) the Certification Regarding Trafficking in Persons above.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

Request for Application or
Annual Program Statement No. _____

Application No. _____

Date of Application _____

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition of Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification, you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition of Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification, you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part IV – Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –

“Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

“Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/MPBP Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

Applicant Representation:

The Applicant represents that it is [] is not [] an organization that was convicted of a felony criminal violation under a federal law within the preceding 24 months.

The Applicant represents that it is [] is not [] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Part V – Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors 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.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(d) **Representation.** By submission of its application, the prospective recipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or

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

Part VI – Other Statements of Recipient

1. Authorized Individuals

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.

2. Taxpayer Identification Number (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. Unique Entity Identifier/SAM ([2 CFR 25](#)) – Applicants must register in the System for Award Management (SAM) to obtain a Unique Entity Identifier (UEI), required for eligibility to receive Federal assistance, such as grants and cooperative agreements. A UEI is a unique, alpha-numeric 12-character identifier issued and maintained by SAM.gov that verifies the existence of a business entity globally. The UEI is the official government-wide identifier used for Federal awards. Applicants must register in SAM prior to submitting an application for award for USAID's consideration. Recipients must maintain an active SAM registration while they have an active award.

The requirements of [2 CFR 25](#) do not apply to certain categories of awards. In addition, the Agency may exempt certain awards from the requirements of [2 CFR 25](#) (see the solicitation for applicable statements regarding exemptions).

UEI: _____