

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.

