



2025-LIT-00012 00000608411
USAID
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(b)(6)

Corporate Secretary
Gaza Humanitarian Foundation (GHF)
8 The Green, Ste. B
Dover, DE 19901
Email: (b)(6)

Subject: Fixed Amount Award No. 7200AA25FA00001
Gaza Humanitarian Food Initiative

Dear (b)(6)

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby awards to Gaza Humanitarian Foundation (hereinafter referred to as "GHF," "Grantee," or "Recipient" or "non-Federal entity") the sum of \$30,000,000 according to the Schedule of Milestones shown in Attachment 1 - Schedule, Section D, to provide support for a program entitled "Gaza Humanitarian Food Initiative - FY2025," as described in Attachment 2 of this Agreement entitled "Program Description."

By signing this Grant the Recipient agrees that:

1. The Recipient will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the award. The Recipient will also comply with the applicable requirements in 2 CFR 200 and 2 CFR 700.
2. The Recipient will maintain records of transactions related to the award for at least three years after payment of the final milestone. USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, retains the right, at its discretion, to examine all or a sample of the Recipient's records or transactions related to the award where concerns of implementation irregularities arise. Although there is no expected routine monitoring of the actual costs incurred by the Recipient under the award, this does not absolve the Recipient from the record retention requirements; nor does it absolve the Recipient of the responsibilities of making records available for review during an audit. The Recipient must have an annual single or program-specific audit, consistent with 2 CFR Part 200, Subpart F, for any Recipient fiscal year in which the Recipient expends \$1,000,000 or more in all federal awards, either as a recipient, subrecipient, or contractor.
3. USAID is not liable for reimbursing the Recipient for any amount in excess of the obligated amount, or outside of the award period, as provided in the Schedule.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this award vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment or property for the award as long as it is needed for such.
5. The Recipient will obtain the USAID Agreement Officer's (AO) prior written approval for the following: 1) changes to the activities being supported by this award; 2) changes to

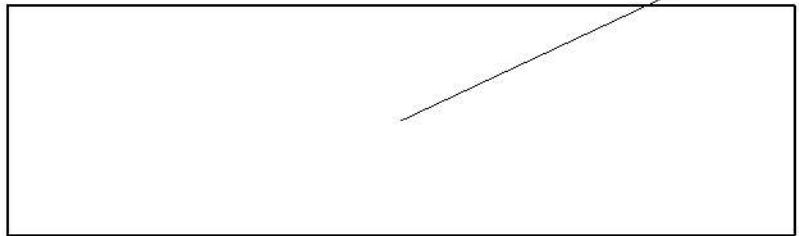
the fixed amount of this award; 3) changes to the schedule of milestones; 4) subaward recipients and activities, including fixed amount subawards; 5) changes to key personnel, if any; and 6) changes to the completion date.

6. USAID will conduct routine monitoring of the award, including site visits as appropriate.
7. On submission of the voucher for payment for the final milestone, the Recipient must certify in writing that:
 - a. The project was completed as agreed to in the award, or identify those activities that were not completed,
 - b. All expenditures were incurred in accordance with 2 CFR 200.403, and
 - c. The Recipient will make no further claim against USAID after final payment.
8. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If USAID terminates this award, the Recipient may submit a claim within 120 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Agreement Officer will determine the amount to be paid by USAID to the recipient under such claim in accordance with the legally applicable Cost Principles.
9. Any dispute under this award will be decided by the AO. Notwithstanding any other term of this award, subrecipients and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third-party claims against the Recipient.

Please sign the second page of this cover letter to acknowledge your receipt of this award and forward a scanned copy of only the signed page to bha.grantsunit.admin@usaid.gov.

(b)(6)

Sincerely,



USAID

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan
4. Standard Provisions for Fixed Amount Awards
5. Issues Letter

ACKNOWLEDGED: Gaza Humanitarian Foundation

By: (b)(6)

Name: (b)(6)

Title: Corporate Secretary

Date: June 30, 2025

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1. Total Fixed Amount	:	\$30,000,000
A.2. Total Obligated USAID Amount	:	\$30,000,000
A.3. Unique Entity Identifier	:	TBD
A.4. Tax I.D. Number	:	(b)(4)
A.5. USAID Assistance Listing Number	:	98.001
A.6. Award Number	:	7200AA25FA00001
A.7. Agreement Officer's Representative (AOR)	:	See Section G

B. SPECIFIC

B.1.(a) REQ Number	:	REQ-BHA-25-000222
B.1.(b) Control Number	:	N/A
B.1.(c) Fund	:	FD-X24-ISR
B.1.(d) Operating Unit	:	BHA/MENAE
B.1.(e) Program Area	:	HA.1
B.1.(f) Distribution Code	:	294-W
B.1.(g) BGA	:	HA.1
B.1.(h) SOC	:	4100201
B.1.(i) Obligated Amount	:	\$30,000,000

C. PAYMENT OFFICE

M/CFO/CMP
U.S. Agency for International Development

Vendor Invoices
E-Mail: ei@usaid.gov

Reporting Host Government Taxes
E-Mail: vatreportwash@usaid.gov

ATTACHMENT 1 – SCHEDULE

A. PURPOSE OF AWARD

The purpose of this award is to provide support for the program described in Attachment 2 - Program Description.

B. AWARD PERIOD

(1) The period of performance of this award is June 26, 2025 to July 25, 2025.

(2) If an extension to the award period of performance is needed, the Recipient must submit a written request to the Agreement Officer's Representative (AOR) specified in section G below. The request must be submitted at least 10 calendar days prior to the period of performance end date specified in paragraph (1) above. The recipient must include a justification for the extension in their request, and a revised schedule of milestones (if applicable).

(3) All extensions require prior written approval by the Agreement Officer, in accordance with the cover letter of this award.

C. AMOUNT OF AWARD AND PAYMENT

(1) USAID hereby awards the amount of \$30,000,000 for purposes of this award. The complete detailed budget is hereby attached within the program description.

(2) The amount of \$30,000,000 is obligated by USAID for the purposes of this award. USAID is not required to make payment to the Recipient in excess of the obligated amount, nor is the Recipient required to continue performance on the milestones listed in Section D of this agreement if the associated fixed amounts exceed the award obligated amount. Payment will be made based on Government acceptance of each milestone described in Section D below. If the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient, terminate this Agreement pursuant to item 8 on the award cover letter.

(3) Payment will be made to the Recipient upon completion of the following:

(a) The Recipient must prepare a completed voucher using Standard Form 270 Request for Reimbursement and Advance available at <https://grants.gov/forms/forms-repository/post-award-reporting-forms>; (block 1a of the form should be marked to indicate that it is a request for reimbursement). Each voucher must be identified by the award number, specify the milestone that is being billed, and the fixed amount associated with that milestone.

(b) The Recipient must prepare a statement of completion, specifying the milestone being billed and certifying that it has been completed. The recipient must also prepare any supporting documents which are necessary to verify that the milestone has been completed, as indicated in the schedule of milestones in Section D below. The statement of completion must include the following:

"I hereby certify that the activities for which funds were provided under Fixed Amount Award No. **7200AA25FA00001**, and for which payment is hereby being requested, have been successfully completed."

Signature of Authorized Individual

Typed or Printed Name

_____ *Title*

_____ *Date*

(c) The Standard Form 270, statement of completion, and all supporting documents for verification shall be submitted to the Agreement Officer's Representative (AOR) identified in Section G of this award below. Upon submission, the AOR will verify the submitted documentation for the milestone payment being requested.

(d) Once the AOR has verified the milestone, the Recipient shall submit the documentation described in paragraph (c) above, along with the AOR's acceptance of the milestone being billed, to the Office of Financial Management (USAID/Washington), M/CFO/CMP, via email at ei@usaid.gov with a copy to the AOR.

(e) Payment will be made via electronic funds transfer by the designated payment office within 30 days after receipt of a proper voucher or the verification by USAID of milestone completion for which payment is requested, whichever is later. USAID reserves the right to withhold payment subject to milestone completion verification.

D. SCHEDULE OF MILESTONES

(1) The following Schedule of Milestones associated with the program has been agreed upon between USAID and the Recipient, for funding under this award:

<u>Milestone No.</u>	<u>Description of Milestone</u>	<u>Verification and Acceptance of Milestone Delivery</u>	<u>Milestone Amount</u>
1	Registration in System for Award Management (SAM) Registration and Unique Entity Identifier (UEI) within 30 days after award	Active SAM registration	(b)(4)
2a	Counterterrorism (CT) Post-award Vetting for any key individuals based in West Bank/Gaza or subcontractors and vendors/suppliers who receive more than \$25,000 in USAID funding per the requirements of the award and the thresholds specified in Mission Order 21.	Submission of all Vetting PIFs for covered individuals entities	
2b	Counterterrorism (CT) Post-award Vetting for any key individuals based in West Bank/Gaza or subcontractors and vendors/suppliers who receive more than \$25,000 in USAID funding per the requirements of the award and the thresholds specified in Mission Order 21.	Completion of vetting through issuance of Notices of CT Post-Award Vetting Eligibility	
3	Submission of full technical narrative/program description and detailed budget and budget narrative addressing BHA's pre-award comments in compliance with BHA Emergency Application Guidelines	Acceptance of Technical Narrative and acceptance of Detailed Budget	

4	<p>Evidence of Effective Internal Control System addressing BHA's pre-award comments:</p> <p>Provide evidence that The Board of Directors has been established, along with Board responsibilities.</p> <p>Provide frameworks for financial and human resource governance. The framework should include internal control, procurement manual, human resource and external audit guidance to ensure accountability and oversight.</p> <p>To ensure transparency and accountability, provide an update on a Federal or Federally procured assessment of GHF Financial and Accounting Systems.</p> <p>Provide GHFs inaugural external audit. This is an award requirement.</p> <p>Provide evidence that an independent external audit according to 2 CFR 200 and Generally Accepted Government Auditing Standards (GAGAS) has been performed every year.</p> <p>GHF is required to develop and implement policies and procedures to ensure the prevention of terrorist financing, pursuant to USAID's policies.</p> <p>Provide evidence of attendance of a fraud awareness briefing for all GHF staff conducted by the Office of Inspector General, or comparable briefing.</p>	Acceptance of GHF's submission	(b)(4)
5	Loading, Transportation, and Delivery of Commodity	Submission of documentation verifying completion of loading, transportation, and delivery of entire [XX] MT/Kgs of the commodities	(b)(4)
6	Completion of Award Activities	Submission of the final performance report.	
TOTAL FIXED AMOUNT			\$30,000,000

(2) The payment of each milestone amount will be based on the successful completion of the milestone and submission of the corresponding verification documentation, report, or deliverable.

E. PROGRAMMATIC REPORTING REQUIREMENTS

(1) Submission of Reports

The Recipient is required to submit all programmatic reports, requests for prior approval, and statements of completion of milestones to the AOR within the Award Results Tracking (ART) module of the Application and Award Management Portal (AAMP) accessed through <https://aamp.usaid.gov/>. To request a login for AAMP or if electronic submission is not possible, the Recipient should contact the AAMP team at bha.aamp@usaid.gov with the AOR in copy.

(2) Program Updates

On a regular basis, the Recipient shall provide to the AOR (and to the BHA overseas field representative, if there is one) brief, timely, informal updates that provide information such as progress toward accomplishing each intervention or objective and achieving expected results, constraints, changes in the situation, and any aspects of the program that show demonstrable progress or achievement, expected or otherwise ("success stories").

(3) Notifications

The Recipient shall promptly submit written notifications to the AOR, BHA overseas field representative if there is one, and the Agreement Officer to communicate the following:

(a) Developments which have a significant impact on the activities supported by this award. This includes but is not limited to losses as a result of:

(i) Instances of waste, fraud, and abuse, consistent with the standard provision of this award entitled "Mandatory Disclosures" and

(ii) Where applicable, commodity safety and quality incidents resulting in out of specification issues, or in conflict with local standards and guidelines.

(b) The impact of any loss on the activities supported by this award and whether it affected the total number of people who were receiving assistance (e.g., beneficiaries not reached) and/or if the Recipient took steps to mitigate the impact on beneficiaries (e.g., reduced size of rations).

(c) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(4) Final Report

(a) The Recipient shall submit a final report to the AOR within AAMP (and one copy to the BHA overseas field representative, if there is one). The final report must cover the full period of this Agreement and shall be submitted by the Recipient not later than 90 days after the completion date of this Agreement. The Recipient must follow all requirements for final report content, submission methods and formatting, which are detailed in the BHA Annual Reporting Guidance for Emergency Activities and International Food Relief Partnership Activities which is updated annually and can be found at <https://www.usaid.gov/humanitarian-assistance/partner-with-us/bha-emergency-guidelines>.

(b) The final report shall emphasize quantitative as well as qualitative data that reflect results, shall measure impact using the baseline data and indicators established for the program.

F. RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 – Schedule
- Attachment 4 – Standard Provisions For Fixed Amount Awards
- Attachment 3 – Branding Strategy and Marking Plan
- Attachment 2 – Program Description

G. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AOR for this award will be designated in a separate memorandum from the Agreement Officer to the AOR, and a copy will be provided to the Recipient in addition to this award.

H. SPECIAL PROVISIONS

- (1) Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition for award of this Agreement, it is understood by USAID and affirmed by the Recipient that the Recipient has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- (a) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
- (b) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
- (c) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- (d) Any sexual relationship between those providing humanitarian assistance and protection and a person benefiting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
- (e) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
- (f) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

- (2) Branding Strategy and Marking Plan

(a) In accordance with the Standard Provision set forth in Attachment 4 of this Agreement entitled "Marking and Public Communications Under USAID-Funded Assistance," the

Recipient's Branding Strategy and Marking Plan are incorporated into this Agreement as Attachment 3 hereof.

(b) With reference to paragraph (h) of the aforementioned Standard Provision, the requirement to mark and acknowledge program deliverables/communications is hereby waived because marking/acknowledgement requirements would pose compelling political, safety, security concerns **and** marking would have an adverse impact in the cooperating country.

(3) Non-Federal Audits

In accordance with 2 CFR 200.501, the Recipient and its US-based sub-recipients must have a single audit conducted in accordance with 2 CFR 200.514 Scope of Audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR 200.501. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR 200.507 Program-specific audits. A program-specific audit may not be elected for Research and Development programs unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

For non-US based recipients, an audit is required if the grantee expends \$1,000,000 or more in federal funds in one fiscal year. For US-based nonprofits an audit is required if they expend \$1,000,000 per fiscal year. The Recipient and its sub-recipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

(4) U.S. Export Restrictions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of the U.S. Government's Export Administration Regulations (EAR) found in 15 CFR 730, et seq¹. The Recipient shall comply with any and all requirements and provisions of the EAR.

(5) U.S. Economic Sanctions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of any U.S. Government Economic Sanctions and/or any OFAC license related thereto. The Recipient shall comply with any and all requirements and provisions of the relevant sanctions regulations and/or OFAC license.

(6) Electronic Payments System (August 2014)

The Recipient is exempt from the requirements of electronic payments system under this award provided that it documents its files with appropriate justification.

(7) System for Award Management (SAM.gov) and Unique Entity Identifier (UEI) Registration and Reporting Requirements

(a) This award was made based on the exception described in 2 CFR 25.110(a)(2)(iv) regarding exigent circumstances.

¹ Further information about export restrictions may be found on the internet at: <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>

(b) The Recipient must register in the System for Award Management (SAM) within 30 days of the award date and maintain its registration in accordance with the requirements of the "System for Award Management (SAM.gov) and Unique Entity Identifier (UEI) Requirements" Standard Provision included in this award.

(c) The Recipient must notify the Agreement Officer in writing as soon as the SAM registration is completed and provide its unique entity identifier (UEI).

(d) Upon registering in SAM.gov, the Recipient must comply with all reporting requirements described in this Award, including those in the "Reporting Subawards and Executive Compensation" standard provision.

(e) Additionally, the recipient is reminded that per the Standard Provisions set forth in Attachment 4 of this Agreement entitled "Debarment and Suspension" and "Preventing Transactions With, or the Provision of Resources or Support To, Sanctioned Groups and Individuals," it is the responsibility of Recipients to ensure all subrecipients of USAID funds under this Award are checked against the Excluded Parties List (online at: <https://www.sam.gov>), the U.S. Treasury "Specially Designated Nationals and Blocked Persons" (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>), and United Nations Security designation list (online at: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

(8) Subaward Activities

Prior approval is required for subaward activities, unless such activities were proposed in the Recipient's approved application (see Attachment 2 of this Agreement). Additionally, USAID may require the prior approval of subrecipients under this Agreement. To this end, the following subrecipients and subaward activities are included in the Recipient's detailed budget plan, and are, hence, deemed to be approved:

There are no approved subrecipients or subaward activities under this award.

All other subrecipients and subaward activities, if any, must have the prior approval of the Agreement Officer. This requirement does not apply to procurement transactions for goods and services.

(9) Compliance with Executive Order 14168

The recipient may not use any funds under this award for activities that promote "gender ideology" as defined in the Executive Order issued by the President on January 20, 2025 titled "Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government." Questions about the implementation of this requirement may be directed to the AOR.

(10) Rules for Procurement and Restricted Commodities

The specific goods and services listed within the Schedule of Milestones in Section D above are considered to be funded by USAID. Accordingly, when procuring these goods and services the Recipient must comply with all requirements found in the Standard Provision set forth in Attachment 4 entitled "USAID Eligibility Rules for Procurement of Commodities and Services."

(a) Authorized Geographic Code for Unrestricted Commodities and Services (Other than Transportation, Engineering, and Construction Services)

Pursuant to paragraph (c) of the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services," the Authorized Geographic Code for the source of commodities (other than restricted commodities, which are subject to paragraph (d) below) and the nationality of suppliers of commodities and services (other than transportation, engineering, and construction services, which are

subject to paragraph (c) below) is Geographic Code 935 (any area or country but excluding prohibited sources). The Recipient shall, in all cases, give first preference to Geographic Code 937 (United States, the cooperating/recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, and excluding prohibited sources), and must document its files whenever Geographic Code 935 is used to demonstrate that:

- (i) The project requires unrestricted commodities or services (other than transportation, construction, and engineering services) of a type that are not produced in and available for purchase in Geographic Code 937; or
- (ii) It is necessary to permit procurement from Geographic Code 935 to meet the emergency needs of the affected populations; or
- (iii) It is more efficient and/or necessary to achieve the project's objectives.

(b) Restricted Commodities

In accordance with paragraph (b)(3) of the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services," agricultural commodities, motor vehicles, pharmaceuticals, pesticides, used equipment, U.S. Government-owned excess property, and fertilizer are restricted commodities and may not be financed hereunder without the prior written approval of the Agreement Officer. For the purpose of this Agreement, condoms and contraceptives are also considered restricted commodities.

To this end, the restricted item class discussed below are approved subject to the following:

Restricted commodities are not eligible for reimbursement under this award.

(11) Commodity Safety and Quality Assurance

(a) In-kind commodities procured in the U.S. are subject to U.S. Department of Agriculture (USDA) safety and quality assurance inspections and auditing. Locally and regionally procured commodities must also meet similar safety and quality standards, and be approved by USAID.

(b) Local and Regional Procurement

For local and regional procurement of commodities, a preventive food safety and quality approach is recommended, with the following main components:

(i) Commodity Specifications

The Recipient must obtain corresponding commodity specifications and ensure compliance of these specifications with the local and recipient country standards, as well as USAID commodity requirements when applicable. The following steps are recommended:

(A) Obtain commodity specifications from the US Government when possible and if the commodity is part of USAID Food for Peace Title II programs. Specifications can be found under Implementation Tools on the USAID website (<https://2012-2017.usaid.gov/what-we-do/agriculture-and-food-security/food-assistance/resources/implementation-tools>) or on the Farm Service Agency's website (<https://www.ams.usda.gov/services/international-procurement/commodity-requirements>).

(B) In absence of USG commodity specifications, obtain specifications from WFP (<https://foodqualityandsafety.wfp.org/specifications>) and or local country bureau of standards.

(C) Jointly revise specifications with suppliers to make sure there is clear understanding and expectation around quality, safety and delivery terms when awards are made.

(ii) Food Safety and Quality Assurance at Source

In order to ensure food safety and quality at source, the following steps are recommended to the Recipient:

(A) Food suppliers must provide Certificates of Analyses (CoAs) to demonstrate compliance at source. A CoA per lot of production being shipped out should be part of the recipient-vendor agreement.

(B) Food vendors must go through annual food safety and quality audits. If other implementing partners are procuring from the same food supplier, and similar commodities, the Recipient is encouraged to coordinate among them to arrange for only one annual audit for common suppliers. Alternatively, in order to minimize cost, and given the fact that there is reciprocity between USAID and WFP in terms of food safety and quality compliance, if a Recipient is procuring the same commodities from the same suppliers as WFP, current WFP required valid audits (within a year) can be acceptable. The Recipient should discuss this with WFP.

(C) In addition to CoAs and annual audits, the Recipient should have their own third-party inspector verifying the loading of commodities onto trucks, at source, and should take random samples for testing and cross-checking the level of quality and commodity integrity compliance. Exhaustive sampling and testing are not necessary, if reliable CoAs are produced and satisfactory auditing reports are obtained. The scope of the third-party inspection from recognized service providers will depend on procured volumes and intensity of the procurement activity.

(iii) Warehouse Management

The Recipient should consider using USAID Warehouse Expectation Document (WED) as a reference policy (document is available on request, and will be soon be posted for the public) to build their own. This document should allow the Recipients to communicate with suppliers and communicate clear requirements.

(iv) Quality Assurance (QA) Resources

Even when the Recipient shows good and compliant logistic capacity, the hiring of an in-house food technology, food safety and quality resource is recommended, in order to ensure safe and effective food delivery. The Recipient should consider hiring a staff member with experience in quality assurance (QA) and warehouse management. The Recipient should present, for subsequent bids, the profile of a QA staff, as part of their institutional capability statement.

(v) Protection of Commodity During Transportation

The movement of food from the supplier's premise, whether custom-bonded warehouses and/or distribution to end users, are segments of the supply chain that need well defined procedures to ensure integrity of commodities and avoid replacement or subtraction of commodities. The following are recommended steps to be discussed with vendors:

(A) Use unique, "smart" truck and/or container seals, particularly during the shipment from vendor to the Recipient's warehouse or final distribution sites. If possible, tamper-evident seals that are verified both during loading and unloading should be used.

(B) Institutionalization of a Truck Driver Policy, indicating the “dos and don'ts.”

(C) A standard operating procedure (SOP) for truck unloading, which includes checking seal numbers to make sure they match Bill of Lading (BOL) information.

(D) Establishment of handling procedures for CoAs: a) who receives the CoAs; b) when and by whom will the CoA be compared with specifications; and c) where and for how long are CoAs going to be retained.

(E) The following documents (found at <http://www.fao.org/fao-who-codexalimentarius/home/en/>) are recommended guidance for projects that specifically target infants and young children as beneficiaries:

1. *Guidelines On Formulated Complementary Foods For Older Infants And Young Children CAC/GL 8-1991*
2. *Codex Standard For Processed Cereal-Based Foods For Infants And Young Children - Codex Stan 074-1981, Rev. 1-2006*

(F) Regarding food voucher projects, it is expected that commodities purchased by beneficiaries with food vouchers financed under this award will meet the commodity standards of the recipient country. If proposing a food voucher program, the Recipient is required to identify what procedures will be in place to ensure that vendors provide food of acceptable quality.

(12) Limitations on International and Regional Procurement

Without the prior written approval of the Agreement Officer, food commodities purchased hereunder shall adhere to BHA Functional Policy 20-03: Award Requirements for Source and Origin of Local, Regional, and International Procurement (LRIP) of Food Commodities.

(13) Impact on Host Country Farmers and Economy

By countersigning this Agreement, the Recipient certifies that: (1) there is adequate storage available in the region for the commodities purchased or provided under this Agreement; and (2) the distribution of commodities (whether procured inside or outside of the U.S.) or use of food vouchers or cash transfers for food will not result in a substantial disincentive to or interference with local production or marketing.

(14) USAID Environmental Regulations

Currently, 22 CFR 216.2(b)(1)(i) exempts international disaster assistance activities from USAID environmental requirements (e.g., Initial Environmental Examination, Environmental Assessment (IEE), Environmental Impact Statement), with the exception of the procurement and/or use of pesticides. Title II emergency programming also does not require IEEs. However, if the Recipient has previous experience or a previous food aid activity with the same population, then an IEE may be required. The Recipient is encouraged to assess the environmental impacts (e.g., changes in fuel wood/energy usage) of the proposed activity interventions and submit a Rapid Environmental Impact Assessment (Rapid EIA), as outlined on the BHA website. USAID environmental requirements are subject to change. The Recipient will be required to follow rules in place at the time of any award. For emergency activities, the Recipient should review the Sphere Handbook which includes consideration of environmental consequences of humanitarian action. Other applicable guidance on training tools and assessments may be found within the USAID emergency food assistance website.

(15) Third-Party Monitoring

USAID may monitor and verify the Recipient's activities under this award through a third-party monitoring mechanism. The Recipient agrees to cooperate fully with USAID's third-party monitoring entity, including the provision of full access to and timely information on activities, locations, indicators and project sites when activities take place as well as to project data records maintained at headquarters, regional and/or field offices as requested.

(16) Post-Award Partner Vetting Requirements

(a) USAID has determined that this award is subject to vetting in accordance with USAID's Vetting Policies and Orders. The recipient must comply with the vetting requirements for key individuals under this award.

(b) Definitions: As used in this provision, "*key individual*," "*key personnel*," and "*Vetting Official*" have the meaning contained in Section 701 of Title 22 of the Code of Federal Regulations (22 CFR 701).

(c) Within 15 days, the Recipient must submit a USAID Partner Information Form (PIF) to the Vetting Support Unit via the online Partner Vetting System (PVS) portal when the Recipient replaces key individuals with individuals who have not been previously vetted for this award. Note: USAID will not approve any key personnel who are not eligible for approval after vetting. The designated Vetting Official will be communicated post-award.

(d) (i) The vetting official will notify the Recipient that it:

(A) is eligible based on the vetting results;

(B) is ineligible based on the vetting results; or

(C) must resubmit the USAID Partner Information Form with the additional information within the number of days the Vetting Official specifies.

(ii) The Vetting Official will include information that USAID determines releasable. USAID will determine what information may be released consistent with applicable law and Executive Orders, and with the concurrence of relevant Federal Agencies.

(e) USAID could determine the inability to be deemed an applicant or recipient eligible as described in this award term to be a material failure to comply with the terms and conditions of the award, which could subject the recipient to suspension or termination as specified in 2 CFR 200.339, "Remedies for noncompliance."

(f) Reconsideration

(i) Within seven (7) calendar days after the date of the Vetting Official's notification, the recipient or prospective subrecipient or contractor that has not passed vetting may request in writing to the Vetting Official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation, and any other relevant written material for reconsideration.

(ii) Within seven (7) calendar days after the Vetting Official receives the request for reconsideration, the Agency will determine whether the recipient's additional information merits a revised decision.

(iii) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the recipient has passed vetting does not constitute any other approval under this award.

(h) For an award, subaward, or contract to an entity that is subsequently determined to be ineligible for funding under USAID's Vetting Policies and Orders, the Agency reserves the right to (a) withdraw approval for the award, subaward, or contract; and (b) disallow all costs for the same, potentially including previously incurred costs. USAID approvals under this award for subawards and contracts shall be deemed to be conditioned on a vetting eligibility determination.

(i) When the prime recipient anticipates that it will require prior approval for a subaward in accordance with Special Provision "Subaward Activities," the subaward is subject to vetting. The prospective recipient must submit a USAID Partner Information Form (PIF) via the online Partner Vetting System (PVS) portal to the Vetting Support Unit identified in paragraph (c) of this provision. Given the urgently needed nature of the assistance to be provided, subject to sub-paragraph (h), above, the Agreement Officer may approve a subaward to an organization that has not yet passed vetting, when required.

(j) The recipient agrees to incorporate the substance of paragraphs (a) through (h) of this award term in all first tier subawards under this award.

(18) Special Provisions for West Bank & Gaza

(a) Prohibition Against Support for Terrorism

(i) The Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws.

(ii) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <https://ofac.treasury.gov/>.

(iii) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with any organization or non-U.S. individual; and (ii) any grant or subgrant to an organization or non-U.S. individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to an organization or non-U.S. individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.

(iv) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor/Recipient to terminate the subaward.

(v) USAID reserves the right to terminate this contract/agreement if USAID determines that the Contractor/Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

(vi) This provision, including this paragraph (vi), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

(vii) The Contractor/Recipient agrees to promptly notify USAID's Contracting Officer Representative (COR)/Agreement Officer Representative (AOR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any Recipient of a subaward described in paragraph (iii).

(A) For purposes of this requirement, "key individuals" means (a) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (c) the program manager or chief of party for the USAID-financed program; and (d) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

(B) For U.S. based organizations subject to vetting under this requirement, "key individuals" means any individual described in paragraph (i.) regardless of nationality, that is either (a) employed by the organization in either the area within the legal boundaries of the country of Israel, the city of Jerusalem, or the Palestinian territories of the West Bank or Gaza; (b) is assigned to work in such areas/territories for a majority of the life of a relevant award; (c) intends to spend cumulatively more than 6 months of their time during any 12 month period working in such areas/territories; or (d) is a consultant or adviser that is based in such areas/territories with regards to the relevant award.

(b) No Funds to Governmental Entities

(i) No funds under this agreement may be provided to any governmental, quasi-government or para-statal entity (including, without limitation, the Palestinian Authority). This restriction applies to any payment of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

(ii) This provision shall be included in all contracts, subcontracts, grants and subawards/subgrants or any other instruments or awards issued under this Agreement.

(c) Restriction on Facility Names (September 2009)

(i) No assistance shall be provided under this Grant for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Recipient shall provide to USAID's Agreement Officer's Representative (AOR) written information about the person(s) or group and shall not proceed with the assistance unless or until the AOR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

(ii) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.

(iii) This provision, including this paragraph (iii), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contain this provision.

(d) Reporting of Foreign Taxes (August 2005)

(i) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.

(ii) Contents of Report

The reports must be in the format provided by USAID/West Bank & Gaza and contain:

- (A) Recipient name.
- (B) Contact name with phone, fax and email.
- (C) Award number; provide a separate report for each award.
- (D) Amount of foreign taxes assessed by the Palestinian Authority on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (E) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
- (F) Any reimbursements on the taxes reported in (D) received by the recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.
- (G) Reports are required even if the Recipient did not pay any taxes during the report period.
- (H) Cumulative reports may be provided if the Recipient is implementing more than one program in a foreign country.

(iii) Definitions

For purposes of this clause:

- (A) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (B) "Commodity" means any material, article, supply, goods, or equipment.
- (C) "Foreign government" includes only a Palestinian Authority entity.
- (D) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(iv) Submission

Submit the reports by either of the following means: email attachment (preferred): vatreportwash@usaid.gov

(v) Subagreements

The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(e) Value Added Tax and Customs Duties (March 2005)

(i) Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Recipient and by non-local subgrantees and subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with 2 CFR 200.470 such VAT and customs duties shall not constitute allowable costs under this award. No exemptions from VAT imposed by the GOI are available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Recipient directly.

(ii) The Recipient and any non-local subgrantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by obtaining 0% VAT exemption. USAID will assist the Recipient to obtain zero percent (0%) VAT status from the PA. The Recipient shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

(iii) In cases where Israeli and Palestinian VAT cannot be avoided, the Recipient shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Recipient is responsible for ensuring that subgrantees or subcontractors comply with this requirement. All VAT claims for the subgrantees and subcontractors shall be submitted to USAID through Recipient. (Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees by USAID/West Bank & Gaza). Receipts for subgrantees and subcontractors must be addressed to the project name / name of the Recipient to enable USAID to claim refunds.

(iv) Recipients that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Recipient which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

(v) "Non-local subgrantees and subcontractors" means subgrantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

I. STANDARD PROVISIONS

The following Standard Provisions apply to this Agreement. The full text of these Standard Provisions is set forth in Attachment 4 of this Agreement.

- (1) Mandatory Standard Provisions For Fixed Amount Awards to Nongovernmental Organizations

- M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012) **[THIS PROVISION IS NOT APPLICABLE UNDER THIS AWARD]**
- M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)
- M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)
- M4. DEBARMENT AND SUSPENSION (JUNE 2012)
- M5. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (JUNE 2023) [DEVIATION NO. BHA-DEV-ADS-23-01]
- M6. TRAFFICKING IN PERSONS (AUGUST 2024)
- M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2024)
- M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
- M10. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (AUGUST 2024)
- M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)
- M12. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
- M13. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)
- M14. MANDATORY DISCLOSURES (AUGUST 2024)
- M15. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)
- M16. CONFLICT OF INTEREST (AUGUST 2024)
- M17. EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)
- M18. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)
- M19. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)
- M20. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (AUGUST 2024)
- M21. SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS (AUGUST 2024)

(2) Required-as-Applicable Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations

- RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (AUGUST 2024)
- RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)
- RAA7. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)
- RAA22. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (AUGUST 2024)
- RAA25. NEVER CONTRACT WITH THE ENEMY (AUGUST 2024)

ATTACHMENT 2 – PROGRAM DESCRIPTION

The Recipient's initial proposal entitled "Gaza Humanitarian Food Initiative," received June 19, 2025, is attached hereto as the Program Description (Attachment 2) and is made a part of this Agreement. Upon receipt and acceptance of the full program description, the award will be modified to incorporate the final program description.



Technical Narrative

Project Title: Gaza Humanitarian Food Initiative – FY2025

Applicant: Gaza Humanitarian Foundation (GHF)

Country/Region: Gaza Strip

Project Duration: (b)(4)

Funding Requested: (b)(4)

Total Program Budget: (b)(4)

(b)(4)

ATTACHMENT 3 – BRANDING STRATEGY AND MARKING PLAN

**BRANDING STRATEGY AND MARKING PLAN WAIVER HAS BEEN APPROVED
FOR THIS AWARD**

ATTACHMENT 4 – STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS

(Note: Throughout this Agreement, the following terms may be used interchangeably: (a) "Grant Officer" and "Agreement Officer;" (b) "Grantee," "Recipient," and "Awardee;" (c) "Grant," "Cooperative Agreement," "Agreement," and "Award;" (d) Agreement Officer's Representative, "Cognizant Technical Officer," "Project Officer," and "Activity Manager;" (e) "Subaward," "Subgrant," and "Subagreement;" and (f) "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars (\$) mean U.S. dollars or the equivalent thereof in another currency. References to "USAID," without an indication of the specific position or individual within USAID, shall mean "Agreement Officer" unless otherwise indicated or delegated to another USAID position or individual by the Agreement Officer.)

MANDATORY STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS

M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)

THIS PROVISION IS NOT APPLICABLE UNDER THIS AWARD.

- (a) Submissions to the Development Experience Clearinghouse (DEC).
- (1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
 - (2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at:

<https://dec.usaid.gov>
 - (3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
 - (4) Each document submitted should contain essential bibliographic information, such as:
 - (i) descriptive title;
 - (ii) author(s) name;
 - (iii) award number;
 - (iv) sponsoring USAID office;
 - (v) development objective; and
 - (vi) date of publication.
 - (5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.
- (b) Rights in Data
- (1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in (a) above.
 - (2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to

use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

- (c) Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- (d) The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)

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

with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

- (d) The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

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

- (e) Any "public communication," in which the content has not been approved by USAID, must contain the following disclaimer:

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

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

- (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- (i) The recipient must include the following marking provision in any subawards entered into under this award:

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

[END OF PROVISION]

M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)

In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

[END OF PROVISION]

M4. DEBARMENT AND SUSPENSION (JUNE 2012)

- (a) The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer (AO). The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the AO.
- (b) The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph (c) below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient’s response to the situation and any additional information submitted—when USAID determines its response.
- (c) The recipient must notify the AO immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;

- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
 - (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
- (d) *Principal means:*
- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who:
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- (e) The recipient must include this provision in its entirety except for paragraphs (c)(2)-(4) in any subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

M5. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (JUNE 2023) [DEVIATION NO. BHA-DEV-ADS-23-01]

- (a) In carrying out activities under this award, except as exempt or authorized by a specific license or general license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the recipient must not engage in transactions with, or provide resources or support to, any individual or entity sanctioned by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or on the UN Security Council Consolidated List. (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).
- (b) The recipient must maintain internal controls and exercise reasonable due diligence to comply with the requirements in paragraph (a), including to minimize transactions with, or the provision of resources or support to, any sanctioned individuals or entities where the recipient relies on any OFAC specific license or general license (for general licenses, see subpart E of each sanctions program in 31 CFR Subtitle B, Chapter V or the OFAC website for the relevant program), which may effectively incorporate relevant authorizations and exemptions by the UN Security Council.
- (c) If the recipient becomes aware that any activity funded under this award involves a transaction with, or the provision of resources or support to, any sanctioned individual or

entity, including for any transaction covered under a specific license or general license, the recipient must submit a semi-annual report to the Agreement Officer's Representative (AOR) with a copy to the Agreement Officer by March 31 and September 30 of each year, itemizing the following information for each transaction:

- (1) Payments of funds under this award in the form of taxes, tolls, and fees to, or for the benefit of, sanctioned individuals or entities. For each payment, the recipient will make best efforts to include details about the amount paid, the approximate date and location of the payment, the name of the individual or entity receiving the payment, a description of how such payment facilitated the assistance activities, and remedial steps, if any, taken to address the issue;
 - (2) Any diversions of funds, supplies, or services, under this award by sanctioned individuals or entities. For each diversion, the recipient will make best efforts to include details about the circumstances of the diversion, the name of the individual or entity causing the diversion, estimated value diverted, the approximate date and location of the diversion, description and intended destination, and remedial steps, if any, taken to address the issue; and
 - (3) Any relevant additional information the recipient deems appropriate on obstacles to the provision of assistance under this award.
- (d) If there were no known payments to, or diversions by, a sanctioned individual or entity during the reporting period, the recipient does not need to submit a report for that period under paragraph (c).
- (e) The recipient must retain records related to any transaction reported under paragraph (c) for at least 5 years after the date of any subject transaction.
- (f) Any violation of the above will be grounds for unilateral termination of the agreement by USAID.
- (g) The recipient must include this provision in all subawards and contracts issued under this award. The recipient is responsible for the submission of any reporting as required under paragraph (c) of this provision.

[END OF PROVISION]

M6. TRAFFICKING IN PERSONS (AUGUST 2024)

- (a) The recipient, its employees, contractors at any tier, subrecipients under this award, and subrecipient and contractor employees must not engage in:
- (1) Severe forms of trafficking in persons during the period of this award;
 - (2) Procurement of a commercial sex act during the period of performance of this award;
 - (3) Use of forced labor in the performance of this award; or
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - (i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

- (ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (A) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - (B) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (iv) Charging recruited employees a placement or recruitment fee; or
 - (v) Providing or arranging housing that fails to meet the host country housing and safety standards.
- (b) USAID may terminate this award, without penalty, or take any remedial actions authorized by 22 U.S.C. 7104b(c), if the recipient under this award:
 - (1) Is determined to have violated a prohibition in paragraph (a); or
 - (2) Has an employee that is determined to have violated a prohibition in paragraph (a) through conduct that is either:
 - (i) Associated with the performance under this award; or
 - (ii) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by USAID at 2 CFR 780.
- (c) USAID's right to unilaterally terminate this award as described in paragraph (b)(1) implements the requirements of 22 U.S.C. chapter 78, and (2) is in addition to all other remedies for noncompliance that are available to USAID under this award.
- (d) The recipient must immediately notify the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, the AO, and the USAID Office of Inspector General immediately of any information it receives from any source that alleges credible information that the recipient, any subrecipient, contractor, or subcontractor of the recipient, or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, has engaged in conduct described in paragraph (a). The recipient must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- (e) If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must certify annually that:
 - (1) The recipient has implemented a plan to prevent the activities described in paragraph (a) of this provision, and is in compliance with this plan;

- (2) The recipient has implemented procedures to prevent any activities described in paragraph (a) of this provision and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in any activities described in paragraph (a) of this provision; and
 - (3) To the best of the recipient's knowledge, neither the recipient, nor any subrecipient, contractor, or subcontractor of the recipient or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, is engaged in any of the activities described in paragraph (a) of this provision.
- (f) Any plan or procedures implemented pursuant to paragraph (e) must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The compliance plan must include, at a minimum, the following:
- (1) An awareness program to inform recipient employees about the U.S. Government's policy prohibiting trafficking-related activities described in paragraph (a), the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employees or potential employees, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient, subrecipient, contractor, or subcontractor intends to provide or arrange housing, that ensures that the housing meets any host-country housing and safety standards.
 - (5) Procedures to prevent agents, subrecipients, contractors, or subcontractors at any tier and at any dollar value from engaging in trafficking in persons, including activities in paragraph (a) of this provision, and to monitor, detect, and terminate any agents, subawards, or subrecipient, contractor, or subcontractor employees that have engaged in such activities.
- (g) The recipient must provide a copy of the plan to the AO upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- (h) The AO may direct the recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- (i) For purposes of this provision:
- (1) "*Abuse or threatened abuse of law or legal process,*" as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on

another person to cause that person to take some action or refrain from taking some action.

- (2) "*Coercion*," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:
- (i) Threats of serious harm to or physical restraint against any person;
 - (ii) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
 - (iii) The abuse or threatened abuse of the legal process.
- (3) "*Commercial sex act*," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means any sex act on account of which anything of value is given to or received by any person.
- (4) "*Debt bondage*," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
- (5) "*Employee*" means either:
- (i) an individual employed by the recipient or subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- (6) "*Involuntary servitude*," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), includes a condition of servitude induced by means of:
- (i) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person or another person would suffer serious harm or physical restraint; or
 - (ii) The abuse or threatened abuse of the legal process.
- (7) "*Recruitment Fee*" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.
- (i) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for:
 - (A) Advertising;
 - (B) Obtaining permanent or temporary labor certification, including any associated fees;

- (C) Processing applications and petitions;
 - (D) Acquiring visas, including any associated fees;
 - (E) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (F) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (G) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (H) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (I) Government-mandated fees, such as border crossing fees, levies, or worker welfare fund;
 - (J) Transportation and subsistence costs:
 - (1) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (2) From the airport or disembarkation point to the worksite:
 - (i) Security deposits, bonds, and insurance; and
 - (ii) Equipment charges.
- (ii) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is:
- (A) Paid in property or money;
 - (B) Deducted from wages;
 - (C) Paid back in wage or benefit concessions;
 - (D) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (E) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to:
 - (1) Agents;
 - (2) Labor brokers;

- (3) Recruiters;
 - (4) Staffing firms (including private employment and placement firms);
 - (5) Subsidiaries/affiliates of the employer;
 - (6) Any agent or employee of such entities; and
 - (7) Subcontractors at all tiers.
- (8) “*Severe forms of trafficking in persons,*” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:
- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion or in which the person induced to perform such act has not attained 18 years of age; or
 - (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
- (9) “*Sex trafficking,*” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.
- (10) Terms not defined in this provision have the same meaning as provided in 2 CFR part 200, subpart A.
- (j) The recipient must include in all subawards the requirements of paragraph (a) of this award term, this paragraph (j), and a notification requirement to the recipient similar to that described in paragraph (d). The recipient must forward such notifications as required in paragraph (d).

[END OF PROVISION]

M7. VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)

- (a) Requirements for Voluntary Sterilization Programs
- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) Prohibition on Abortion-Related Activities:
- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities:
 - (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
 - (ii) special fees or incentives to any person to coerce or motivate them to have abortions;
 - (iii) payments to persons to perform abortions or to solicit persons to undergo abortions;

- (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
 - (v) lobbying for or against abortion. The term "motivate," as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2024)

(a) Equal Participation.

- (1) Faith-based organizations are eligible, on the same basis as any other organization, to receive any USAID award for which they are otherwise eligible. USAID and pass-through entities must not discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof; or for any other reason that would not be a valid basis to favor or disfavor a similarly situated secular organization.
- (2) Faith-based organizations must not be disqualified from receiving USAID awards because of their religious character, motives, or affiliation, or lack thereof. Notices of funding opportunities must include language indicating that faith-based organizations are eligible on the same basis as any other organization and subject to the protections and requirements of federal law.
- (3) Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof.
- (4) A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the [USAID Center for Faith-Based and Neighborhood Partnerships](#) website and [22 CFR 205.1](#).

(b) Explicitly Religious Activities Prohibited.

- (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
- (2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with Federal financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

- (3) These restrictions apply equally to faith-based and secular organizations. All organizations that participate in USAID programs, as recipients or subrecipients, including faith-based organizations, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
- (4) Notwithstanding the restrictions of (b)(1) and (2), a faith-based organization that applies for or receives USAID-funded awards or subawards:
- (i) Retains its autonomy, religious character, and independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
 - (ii) May use space in its facilities, without concealing, altering or removing religious art, icons, scriptures, or other religious symbols; and
 - (iii) Retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (c) Requests for Accommodation: USAID must consider requests for accommodation, including for religious exercise, with respect to one or more award requirements on a case-by-case basis.
- (d) Implementation in accordance with the Establishment Clause of the First Amendment to the U.S. Constitution: Nothing in this provision must be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- (e) Nothing in this provision must be construed in such a way as to advantage, or disadvantage, faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.
- (f) Discrimination Based on Religion Prohibited: The recipient must not, in providing services or outreach activities related to such services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- (g) A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited when the organization receives financial assistance from USAID.
- (h) The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
- (i) This provision must be included in all subawards under this award.

[END OF PROVISION]

**M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE
(JULY 2014)**

(a) Definitions

- (1) “*USAID Implementing Partner Notices (IPN) Portal for Assistance (“IPN Portal)”* means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>.
- (2) “*IPN Portal Administrator*” means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.
- (3) “*Universal bilateral amendment*” means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

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

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

(c) Procedure to register for notifications.

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

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient’s review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

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

- (1) (i) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment;
- (ii) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award;
- (iii) sign the hardcopy version; and
- (iv) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN

Portal are not effective until the both the Recipient and the AO sign the amendment;

- (2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or
- (3) Notify the AO that the Recipient declines to sign the amendment.

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

[END OF PROVISION]

M.10 ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (AUGUST 2024)

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

The recipient must inform their employees in writing in the predominant native language of the workforce of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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

For the purposes of this provision, "*whistleblowing*" is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a USAID contract or grant;
- A gross waste of USAID funds;
- An abuse of authority relating to a USAID contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a USAID contract or grant (including the competition for, or negotiation of, a contract or grant).

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

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

The recipient must include this requirement in any subaward or contract made under this award.

[END OF PROVISION]

M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

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

- (1) "*Dataset*" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)).
- (2) "*Intellectual Work*" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

- (1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of

federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- (3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The recipient must not submit classified data to the DDL.

[END OF PROVISION]

M12. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

- (a) Definitions.
 - (1) “*Contract*” has the meaning given in 2 CFR Part 200.
 - (2) “*Contractor*” means an entity that receives a contract as defined in 2 CFR Part 200.
 - (3) “*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.
 - (4) “*Subaward*” has the meaning given in 2 CFR Part 200.
 - (5) “*Subrecipient*” has the meaning given in 2 CFR Part 200.
- (b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of Inspector General).
- (c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- (d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement),

Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.
- (f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

[END OF PROVISION]

M13. SAFEGUARDING AGAINST EXPLOITATION, SEXUAL ABUSE, CHILD ABUSE, AND CHILD NEGLECT (OCTOBER 2023)

- (a) Definitions for the purposes of this provision.
 - (1) “*Agent*” means any individual, including a director, an officer, or an independent contractor, authorized to act on behalf of an organization.
 - (2) “*Child*” means a person younger than 18 years of age.
 - (3) “*Child abuse*” means emotional, physical, sexual, or any other ill-treatment carried out against a child by an adult.
 - (4) “*Child neglect*” means a failure to provide for a child's basic needs in the absence of the child's parent or guardian when the care of the child is associated with the award activities.
 - (5) “*Emotional child abuse or ill-treatment*” means injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics.
 - (6) “*Employee*” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
 - (7) “*Exploitation*” constitutes any actual or attempted abuse of a position of vulnerability, differential power, or trust, including for the purposes of profiting monetarily, socially, or politically. When carried out for a sexual purpose this constitutes sexual exploitation.
 - (8) “*Physical child abuse*” means acts or failures to act resulting in injury (not necessarily visible) or unnecessary or unjustified pain or suffering without causing injury, harm, or risk of harm to a child's health or welfare, or death.
 - (9) “*Sexual abuse*” constitutes any actual or threatened physical intrusion of a sexual nature toward another person whether by force or under unequal or coercive conditions. When carried out against a child by an adult, such conduct is considered sexual abuse even in the absence of force or unequal or coercive conditions.

- (b) Requirements. In the performance of this award, the recipient must have and implement a set of publicly available standards, policies, or procedures to prevent, detect, address, and respond to allegations of exploitation, sexual abuse, child abuse, and child neglect that:
- (1) Prohibit employees, agents, interns, or any other person provided access or contact with beneficiaries, from engaging in any exploitation, sexual abuse, child abuse, and child neglect of any person during the period of performance, supporting or advancing these actions, or intentionally ignoring or failing to act upon allegations of these actions;
 - (2) Are consistent with the Inter-Agency Standing Committee's Six Core Principles Relating to Sexual Exploitation and Abuse, as amended, available at <https://psea.interagencystandingcommittee.org/update/iasc-six-core-principles> and the Keeping Children Safe Standards, available at <https://www.keepingchildrensafe.global/accountability/>;
 - (3) Require reporting of suspicions or concerns related to violations of the prohibitions in paragraph (b)(1) to the recipient;
 - (4) Require a "survivor-centered approach" for responding to alleged violations of the prohibitions. Such an approach must ensure the survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process;
 - (5) When a child is involved, require a "best interest of the child determination" for responding to alleged violations of the prohibitions. This determination considers the best possible outcome for a vulnerable child who has been exposed to violence, abuse, exploitation, or neglect;
 - (6) Include remedies for violations;
 - (7) Monitor subrecipients, employees, agents, interns, or any other person provided access or contact with beneficiaries;
 - (8) Details the actions that may be taken against subrecipients, employees, agents, interns, or any other person provided access or contact under the award who commit exploitation, sexual abuse, child abuse, and child neglect of any person or who fail to take reasonable steps to prevent it; and
 - (9) Provide transparency on hiring, screening, and employment practices, including on rehiring or transfer and referencing for subsequent employers.
- (c) Compliance Plan. For awards exceeding \$500,000, the recipient must develop, implement, and maintain a compliance plan, either in conjunction with or separate from the Trafficking in Persons Compliance Plan, that details risk analysis and mitigation measures that will be implemented during the period of performance of the award to prevent and address exploitation, sexual abuse, child abuse, and child neglect of any person, consistent with the requirements in paragraph (b) of this provision.
- (1) The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the particular risks presented by the operating context. The plan must include, at a minimum, the following:
 - (i) Reasonable measures to reduce the risk of exploitation, sexual abuse, child abuse, and child neglect. Where implementation of projects under

this award may involve children, this includes limiting unsupervised interactions with children and complying with applicable laws, regulations, or customs regarding harmful image-generating activities of children;

- (ii) An awareness program to inform employees, agents, interns, or any other person provided access or contact with beneficiaries about the requirements of this provision, including the activities prohibited, the action that will be taken in response to violations, and the mechanism(s) for reporting allegations;
 - (iii) A description of how beneficiaries and local community members:
 - (A) Are made aware of the prohibited activities,
 - (B) How they may report allegations, and
 - (C) How (c)(1)(iii)(A) and (B) are carried out in a manner that is inclusive, culturally appropriate, and sensitive to the context;
 - (iv) Safe, accessible, and publicly available reporting mechanism(s) that may be integrated with any existing or similar such mechanisms, for anyone to confidentially report exploitation, sexual abuse, child abuse, and child neglect, with appropriate safeguards to protect whistle-blowers and survivors, including express protection against retaliation for reporting, and documented procedures for protecting personally identifiable information (PII) from unauthorized access and disclosure; and
 - (v) Appropriate measures to protect survivors of or witnesses to activities prohibited in paragraph (b)(1) of this provision and not prevent or hinder cooperating fully with U.S. Government authorities.
- (2) The recipient must provide a copy of the compliance plan to the Agreement Officer upon request.
- (d) Notification.
- (1) The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and
 - (2) As soon as practicable, the recipient must provide in writing, as specified above:
 - (i) additional information on any actions planned or taken in response to the allegation; and
 - (ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident.

- (3) The Agreement Officer authorizes M/MPBP/RSC to correspond with the recipient for further information relating to the notification.
- (4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.
- (e) Remedies. In addition to other remedies available to the U.S. Government, the recipient's failure to comply with the requirements of paragraphs (b), (c), and (d) of this provision may also result in the Agency initiating suspension or debarment proceedings.
- (f) Subrecipients. The recipient must insert the terms of this provision, including this paragraph (f), in all subawards except to require subrecipients to notify the recipient. The recipient must forward such notifications as required in paragraph (d).

[END OF PROVISION]

M14. MANDATORY DISCLOSURES (AUGUST 2024)

- (a) Consistent with 2 CFR §200.113, applicants, recipients, and subrecipients of a Federal award must promptly disclose whenever, in connection with the award (including any activities or subawards), it has credible evidence of any violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Applicant and recipient disclosures must be made in writing to the USAID Office of Inspector General (OIG), with a copy to the cognizant Agreement Officer. Subrecipient and contractor disclosures must be made in writing to the USAID OIG, with a copy to the prime recipient (pass-through entity).
- (b) Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with the Standard Provision "Award Term and Condition for Recipient Integrity and Performance Matters (AUGUST 2024)."
- (c) Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339, Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).
- (d) The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]

M15. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

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

[END OF PROVISION]

M16. CONFLICT OF INTEREST (AUGUST 2024)

- (a) A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, agent, board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of these parties, has a financial or other interest in, or a tangible personal benefit from an entity considered for a subaward. The officers, employees, agents, or board members of the recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, the recipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value.
- (b) The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, agents, or board members engaged in the selection, award, and administration of subawards. The standards must prohibit employees, officers, agents, or board members from using their positions for a purpose that presents a real or apparent conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the recipient.
- (c) The recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means a situation in which the recipient is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- (d) The recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount of funding.
- (e) The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within ten (10) calendar days of the discovery of the conflict of interest.
- (f) Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within thirty (30) calendar days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- (g) The recipient must not request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. The recipient's failure to disclose a conflict of interest may result in cost disallowances by USAID.
- (h) For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.
- (i) The recipient and any subrecipients must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

M17. EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)

For any Exchange Visitor Invitational Travel activities, the recipient must comply with this provision (see [ADS 252](#) for more information on USAID's policies and internal procedures for Exchange Visitor visa requirements).

(a) Definitions:

- (1) An *Exchange Visitor (EV)* is any foreign national who is traveling to or is already in the United States as a beneficiary (not provider) of USAID development assistance for any purpose, including invitational travel, and is financed in whole or in part, directly or indirectly, by USAID. All USAID-sponsored EVs must obtain, use, and abide by the terms of the J-1 visa exclusively even if they already have a valid nonimmigrant visa (e.g., B-1/B-2). All Individuals traveling under Invitational Travel (see [ADS 522](#)) must also travel on a J-1 visa as a USAID-sponsored EV. Foreign government officials and their immediate family members who qualify for an A diplomatic visa having recognized diplomatic titles, privileges, and immunities are not included in this definition.
- (2) *Training and Exchanges Automated Management System (TEAMS)* is USAID's data system for the reporting of information on all USAID Exchange Visitor activities. TEAMS is USAID's single repository of EV data. TEAMS is a web-based application that helps Missions, contractors, recipients, and contractor/recipient systems at various locations to collaborate in approving and reporting EVs. The system serves as USAID's data interface with the Department of Homeland Security (DHS) Student and Exchange Visitor Information System (SEVIS).

- (b) **Visa Compliance Requirement:** In accordance with 22 C.F.R. Part 62, the Department of State has designated USAID as a sponsor for exchange visitor programs. This award constitutes the written agreement between the recipient and USAID that authorizes the recipient to act on behalf of USAID in the conduct of any exchange visitor activities in the Program Description of this award. The recipient must ensure that any EV-sponsored under the award must obtain, use, and abide by the terms of the J-1 visa even if the EV already has a valid non-immigrant visa (e.g., B-1/B-2).

Any exception to the requirement for an EV to obtain, use, and abide by a J-1 visa must be approved by the Mission Director or USAID/W Office Director in accordance with the procedures in [ADS 252](#).

- (c) **Program Monitoring and Data Reporting:** The recipient must monitor EVs' progress during their program and ensure that problems are identified and resolved quickly. The Agreement Officer's Representative (AOR) will arrange for the TEAMS helpdesk (TEAMS@usaid.gov) to provide the recipient with access to and instructions for using USAID's TEAMS, where the recipient will report and manage EV data.
- (d) **Health and Accident Insurance:** The recipient must enroll EVs in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 252 Visa Compliance for Exchange Visitors. Any dependent(s) must provide proof of health insurance.
- (e) **Immigration Requirements:** The recipient must ensure that all EVs obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).
- (f) **Language Proficiency:** The recipient must verify that an EV is proficient in English if the individual will undertake a U.S.-based Exchange Visitor program that is conducted in

English. Even if accompanied by an interpreter, the EV must have sufficient English language skills to understand and respond to basic questions at the U.S. port of entry. USAID cannot waive this external requirement of English language proficiency determination (see 22 CFR 62.10(a)(2)). Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

- (g) Pre-arrival Orientation: The recipient must ensure that EVs receive pre-arrival orientation to prepare them for their trip to the United States. Pre-arrival orientation as set forth in 22 CFR 62.10(b) covers program objectives, administrative and policy review, cultural aspects, and training/learning methods, and USAID's conditions of sponsorship.
- (h) Conditions of Sponsorship: The recipient must ensure that all EVs read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID Form 252-1). The recipient immediately must report to the Responsible Officer any known violations by EVs. The Responsible Officer is the designated official in charge of maintaining USAID's official designation as an EV program sponsor (see ADS 252).
- (i) Fly America: If applicable, the recipient must comply with the Fly America Act requirements for international air travel and transportation required for EVs and any authorized dependents under this award.

[END OF PROVISION]

M18. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (OCTOBER 2023)

The Paperwork Reduction Act of 1980 (44 U.S.C. chapter 35) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from ten or more members of the public. The information collection and recordkeeping requirements contained in ADS Chapter 303 and its mandatory references have been approved by OMB.

<u>Standard Provision</u>	<u>OMB Approval Number</u>	<u>Expiration Date</u>
Debarment and Suspension	0412-0510	09/30/2025
Ocean Shipment of Goods	0412-0510	09/30/2025
Trafficking in Persons	0412-0510	09/30/2025
USAID Implementing Partner Notices (IPN) Portal Assistance	0412-0510	09/30/2025
Mandatory Disclosures	0412-0510	09/30/2025
Conflict of Interest	0412-0510	09/30/2025
Fly America Act Restrictions	0412-0510	09/30/2025
Voluntary Population Planning Activities – Supplemental Requirements	0412-0510	09/30/2025
Investment Promotion	0412-0510	09/30/2025
Reporting Host Government Taxes	0412-0510	09/30/2025
Protection of Human Research Subjects	0412-0510	09/30/2025
Safeguarding Against Exploitation, Sexual Abuse, Child Abuse, and Child Neglect	0412-0624	08/31/2026

[END OF PROVISION]

M19. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

- (a) Construction is not permitted under this award unless specifically identified in paragraph (d) below and in the milestone plan.
- (b) Definitions:
 - (1) “*Construction*” means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. The term does not include emplacement and removal of prefabricated structures and humanitarian shelters that are designed and constructed to be readily moved, erected, disassembled, stored, and reused (i.e., “relocatable buildings”), unless the emplacement and removal of the relocatable building requires site preparation work that otherwise meets the definition of construction.
 - (2) “*Improvements, renovation, alteration, and refurbishment*” means – any betterment or change to an existing property to allow its continued or more efficient use within its designed purpose (renovation), or for the use of a different purpose or function (alteration). Improvements also include improvements to or upgrading of primary mechanical, electrical, or other building systems. “Improvements, renovation, alteration, and refurbishment” does NOT include non-structural, cosmetic work, including painting, floor covering, wall coverings, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduits that does not affect structural elements, and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.). It also does NOT include repairs used in humanitarian assistance which constitute minor fixes to physical elements of a currently serviceable structure, if those repairs do not significantly impact or change the primary mechanical, electrical, or structural elements of the real property.
- (c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph (d) below.
- (d) Description

Construction is not eligible for reimbursement under this award.

- (e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

M20. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (AUGUST 2024)

- (a) Except as provided in paragraph (c) below, the recipient and subrecipients are prohibited from using award funds to:
 - (1) Procure or obtain covered telecommunications equipment or services;

- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services as described in 2 CFR 200.216.
- (b) Except as provided by paragraph (c), the recipient or subrecipient understands and will comply with the prohibition on certain telecommunication and video surveillance equipment or services. The recipient affirms the understanding of this prohibition by accepting this award and by submitting payment requests, as applicable.
- (c) This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for costs incurred on or after October 1, 2022, through September 30, 2028, for covered telecommunications and video surveillance equipment or services as described in 2 CFR § 200.216, only if the recipient has determined that there is no available alternate eligible source for such equipment or services.
- (d) After September 30, 2028, in accordance with 2 CFR § 200.471 costs for all covered telecommunications and video surveillance equipment or services as described in 2 CFR § 200.216 will be unallowable.
- (e) The recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

M21. SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS (AUGUST 2024)

- (a) **Requirement for System for Award Management.** Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
- (b) **Requirement for Unique Entity Identifier (UEI).** If the recipient is authorized to make subawards under this Federal award, the recipient:
- (1) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
 - (2) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
- (c) **Exceptions.**
- (1) *Individuals.* The requirements of this provision do not apply to an individual who applies for or receives a prime award or subaward as a natural person (unrelated to any business or nonprofit organization an individual owns or operates).

- (2) *Applicants/Recipients.* When authorized in writing by the Agreement Officer, the applicant or recipient may be exempt from certain requirements of this provision. An applicant or the recipient may submit a request to the Agreement Officer for USAID approval of an exception from the requirement to obtain a UEI or register in SAM.gov (or both), if the criteria for one of the exceptions in 2 CFR 25.110 apply. The applicant may be required to submit additional justification or information in support of the request for an exemption.
 - (3) *Subrecipients.* When authorized in writing by the Agreement Officer, the recipient may be exempt from requiring a UEI from a subrecipient. The recipient may submit a request to the Agreement Officer for USAID approval to exempt a first-tier subrecipient from the requirement to obtain a UEI, if the criteria for one of the exceptions in 2 CFR 25.110 apply.
 - (4) *Second-tier subrecipients.* The requirements of this provision do not apply to subrecipients of subrecipients (second-tier subrecipients) under Federal awards.
- (d) **Definitions.** For the purposes of this provision:
- (1) *System for Award Management (SAM.gov)* means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).
 - (2) *Unique Entity Identifier (UEI)* means the universal identifier assigned by SAM.gov to uniquely identify an entity.
 - (3) *Entity* is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
 - (i) Non-Federal entity;
 - (ii) Foreign organization;
 - (iii) Foreign public entity;
 - (iv) Domestic for-profit organization; and
 - (v) Federal agency.
 - (4) *Subaward* has the meaning given in 2 CFR 200.1.
 - (5) *Subrecipient* has the meaning given in 2 CFR 200.1.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS

RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (AUGUST 2024)

(a) Reporting of first-tier subawards.

- (1) *Applicability.* Unless the recipient is exempt as provided in paragraph (d) of this provision, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if an amendment increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total obligated amount of the subaward.
- (2) *Reporting requirements.*
 - (i) The recipient must report each subaward described in paragraph (a)(1) of this provision to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.
 - (ii) The recipient must report subaward information no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025.)
 - (iii) The recipient must report all data elements as required by FSRS. When entering the subaward description in FSRS, the recipient must provide a complete description of the subaward activities that is free of acronyms or federal- and agency-specific terminology to inform the public of the purpose of the subaward.

(b) Reporting total compensation of recipient executives.

- (1) *Applicability.* The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:
 - (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;
 - (ii) In the preceding fiscal year, the recipient received:
 - (A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986, after the recipient receives this award. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

(2) *Reporting requirements.* The recipient must report executive total compensation described in paragraph (b)(1) of this provision:

- (i) As part of the recipient's registration profile at <https://www.sam.gov>.
- (ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) **Reporting of total compensation of subrecipient executives.**

(1) *Applicability.* Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this provision, the recipient must report the total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- (i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;
- (ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986, after the recipient issues the subaward to the subrecipient. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

(2) *Reporting requirements.* Subrecipients must report to the recipient their executive total compensation described in paragraph c.(1) of this provision. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <https://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) **Exemptions.**

(1) *Individuals.* The requirements of this provision do not apply to an individual who applies for or receives a prime award or subaward as a natural person (unrelated to any business or nonprofit organization an individual owns or operates).

- (2) *Gross income under \$300,000.* A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:
 - (i) Subawards, and
 - (ii) The total compensation of the five most highly compensated executives of any subrecipient.
- (3) *Other exceptions.* The requirements of this provision do not apply when the Agreement Officer approves an exception in writing.

(e) **Definitions.**

For purposes of this provision:

(1) *Entity* includes:

(i) Whether for profit or nonprofit:

- (A) A corporation;
- (B) An association;
- (C) A partnership;
- (D) A limited liability company;
- (E) A limited liability partnership;
- (F) A sole proprietorship;
- (G) Any other legal business entity;
- (H) Another grantee or contractor that is not excluded by

subparagraph (ii); and

(I) Any State or locality;

(ii) Does not include:

- (A) An individual recipient of Federal financial assistance; or
- (B) A Federal employee.

- (2) *Executive* means an officer, managing partner, or any other employee holding a management position.
- (3) *Subaward* has the meaning given in 2 CFR 200.1.
- (4) *Subrecipient* has the meaning given in 2 CFR 200.1.
- (5) *Total compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

[END OF PROVISION]

RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

(a) Ineligible and Restricted Commodities and Services:

- (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
- (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment and Suspension" and Standard Provision, "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals" must not be used to provide any commodities or services funded under this award.
- (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
- (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.
- (b) Source and Nationality:
- Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310>.
- (c) Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.
- (d). This provision must be included in all subagreements, including subawards and contracts, which include procurement of the commodities or services specifically listed as or in milestones.

[END OF PROVISION]

RAA7. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

- (a) *Definitions.* As used in this provision:

- (1) *Foreign government* includes any foreign governmental entity.
 - (2) *Foreign taxes* include value-added taxes and customs duties but not individual income taxes assessed to local staff.
 - (3) *Local Staff* means Cooperating Country National employees.
- (b) *Annual Report*
- (1) The recipient must submit a report detailing foreign taxes assessed under this award the prior U.S. government fiscal year. The report must be submitted annually by April 16.
 - (2) A report is required even if the recipient did not pay any foreign taxes during the reporting period. A cumulative report may be provided if the recipient is performing more than one award in the foreign country.
- (c) *Contents of report.* The report must contain:
- (1) Recipient name.
 - (2) Contact name with phone number and email address.
 - (3) Award number(s).
 - (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (5) Any reimbursements of foreign taxes received by the recipient on the taxes in paragraph (c)(4) of this provision received through the date of thereport.
- (d) *Submission of report.* The recipient must submit the report to: M/CFO/CMP (E-Mail: obldoccmp@usaid.gov), with a copy to the Agreement Officer's Representative.
- (e) *Subawards and contracts.* The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient shall collect and incorporate into the recipient's report all information received from subawardees and contractors pursuant to this provision.

[END OF PROVISION]

of the individual's employment with the recipient or completion of the award, whichever occurs first.

- (c) Individuals engaged in the performance of this award as an employee, consultant, or volunteer of the recipient must comply with all applicable Homeland Security Policy Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any HSPD-12 procedures established by the Office of Security in USAID/Washington.
- (d) The recipient is required to include this provision in all subagreements, including subawards and contracts, at any tier made to a U.S. organization/company, that require

employees or consultants engaged in the performance of this award to have routine physical access to USAID facilities or logical access to USAID's information systems in order to perform this award.

[END OF PROVISION]

RAA22.AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (AUGUST 2024)

Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

- (1) If the total value of the recipient's active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which the Recipient Must Report.

- (1) The recipient must submit the required information about each proceeding that:
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - (ii) Reached its final disposition during the most recent five-year period; and
 - (iii) Is one of the following:
 - (A) A criminal proceeding that resulted in a conviction;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (D) Any other criminal, civil, or administrative proceeding if:
 - (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

- (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. The recipient does not need to submit the information a second time under grants and cooperative agreements that were received if the recipient already provided the information in SAM.gov because it was required to do so under Federal procurement contracts it was awarded.
- (d) Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph (a) of this award term, the recipient must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that was not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- (e) Definitions. For purposes of this award term:
 - (1) *Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - (2) *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - (3) *Total value of currently active grants, cooperative agreements, and procurement contracts* includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

[END OF PROVISION]

RAA25. NEVER CONTRACT WITH THE ENEMY (AUGUST 2024)

- (a) Prohibition on Providing Funds to the Enemy
 - (1) The recipient must –
 - (i) Exercise due diligence to ensure that no funds, including supplies and services, received under this award are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract; and
 - (ii) Terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award Management (SAM.gov) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for

FY 2015, unless the Federal agency provides written approval to continue the subaward or contract.

(2) The recipient may include the substance of this provision, including paragraph (a)(1) of this provision, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(3) The Federal agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this provision or if the Federal agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) Additional Access to Recipient Records

(1) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(2) The substance of this provision, including this paragraph (b)(1), must be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

ATTACHMENT 5 – ISSUES LETTER



USAID
FROM THE AMERICAN PEOPLE

June 23, 2025

(b)(6)

Gaza Humanitarian Foundation

Reference: Gaza Humanitarian Foundation Application Title "Gaza Humanitarian Food Initiative – FY2025"

Dear (b)(6)

USAID's Bureau for Humanitarian Assistance (BHA) would like to thank the Gaza Humanitarian Foundation for your submission of the Application referenced above, submitted on (b)(4) 2025. BHA has determined that your Application merits further consideration.

Please note this letter does not constitute an award nor does it approve any funding. Such a determination will be based on the successful resolution of the issues listed below and subject to the availability of funds. Responses must be provided in a cover letter listing each issue and your response directly below and changes incorporated in **bold print** within a new, revised application including budget revisions where applicable. Ensure that the re-submission date is reflected on the revised application, which must be submitted to me at BHA/Washington, no later than close of business 30 days after initial award.

BHA requests that you respond to the following issues:

General:

(b)(4)

Budget

4.	(b)(4)
5.	
6.	
7.	

Food Assistance

8.	(b)(4)
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	

54. (b)(4)

55.

56.

57.

(b)(4)

This letter is not to be construed as a commitment of any kind between BHA and Gaza Humanitarian Foundation. If you have questions or need clarification on any of the above items for this application, please contact the Agreement Officer and Agreement Officer's Representative (AOR).

Sincerely,

USAID's Bureau for Humanitarian Assistance