

IN-KIND GRANT

Between

DAI Global, LLC

And

Tabaq and Waraq Agricultural Company

GRANT NO: G-RAM-INTAJ – 019

GRANT TITLE: Productivity Improvement Resilience Program (INTAJ)

Prime Award (Cooperative Agreement) No.: 72029421CA00001

DAI Global, LLC. (Also referred to as DAI) is pleased to award **Tabaq and Waraq Agricultural Company** (also referred to as the Recipient), an in-kind, non-monetary grant of equipment/materials and/or technical assistance and services, as described in Attachments One and Two, in support of the Small and Medium Enterprise Assistance for Recovery and Transition Project (also referred to as SMART).

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant terms and conditions as set forth below and return one original to DAI at the address indicated on the Overview Page.

FOR DAI Global, LLC.:	
Signature Name: Said Abu Hijleh Title: Chief of Party / SMART Project	Date:
ACCEPTED AND CERTIFIED: As a legally authorized representative of the Recipient, by signing this Grant Agreement, the Recipient hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant and its Annexes and that the mandatory clauses on PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY, PROHIBITION AGAINST SUPPORT FOR TERRORISM, RESTRICTION ON FACILITY NAMES, and PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION are incorporated as an integral part of this agreement and I am fully aware of their contents and legal effect.	
FOR Tabaq and Waraq Agricultural Company	
Signature: Name: Maisam Alaa Juma Eghreib Title: Manager	Date:

OVERVIEW PAGE

ISSUED BY: DAI Global, LLC
Small and Medium Enterprise Assistance for Recovery and Transition
Project Address: 6th floor, Haifa Building, Al Ersal Street, Ramallah, West Bank

Primary Contact/COP: Sana Alawi, Sana_Alawi@dai.com, 0562557733
Technical Contact: Hanna Rabbah, Hanna_Rabbah@dai.com, 0569559922

RECIPIENT: **Tabaq and Waraq Agricultural Company**
Tubas
Name: Maisam Alaa Juma Eghreib, 0599111731, maisameg22@gmail.com

PERIOD OF GRANT: August 29, 2024 – March 31, 2025

TYPE OF GRANT: In-Kind

TOTAL AWARD CEILING: \$ 35,892 (Thirty-Five Thousand Eight Hundred and Ninety-Two USD)

PRIME COOPERATIVE AGREEMENT NUMBER: 72029421CA00001

PROJECT CODE AND TASK NUMBER: 1004709/101

REGION: WB

GRANT TITLE: Productivity Improvement Resilience Program (INTAJ)

ATTACHMENTS:

One	Program Description
Two	List of Items (Equipment/Materials or Services) to be Provided In-Kind
Three	Branding Strategy and Marking Plan
Four	Documentation of Recipient contribution
Five	Certifications, Assurances, Other Statements of the Recipient
Six	Standard Provisions (Mandatory and Required as Applicable)
Seven	Mandatory Special Provisions from SMART Cooperative Agreement
Eight	Certification

Article One: Purpose of Grant

The purpose of this grant is to provide in-kind, non-monetary support for the program described in *Attachment One, Program Description*. The in-kind equipment, materials and/or services to be provided under this grant is listed in *Attachment Two*.

Article Two: Period of Grant

The effective date of this Grant is August 29, 2024, and the estimated completion date is March 31, 2025.

Article Three: Value of Award

- A. The estimated value and ceiling of USAID funded award is \$ **35,892**. This ceiling represents an estimated cost for DAI's procurement of the equipment/materials and/or services; DAI shall not be liable for providing materials and/or services in excess of the USD ceiling amount.
- B. In the event the actual acquisition cost is less than the grant ceiling, no monetary disbursement or additional equipment/materials shall be provided to the Recipient for the variance. Increases in the grant ceiling or number of items provided in-kind will only be provided following written amendment.
- C. Recipient Contribution: The Recipient will contribute goods and services valued at approximately **\$24,253**. The Recipient is expected to report on and provide supporting documentation of counterpart contribution expended in support of the Grant at end of the project) using *Attachment Four*.

Article Four: Title/Ownership and Use of Property

- A. The Recipient shall acknowledge receipt and custody of any equipment/materials with a "Property Placement and Use Agreement" form provided by DAI which shall be signed by the Recipient and submitted to DAI at the time of delivery.

Title to and ownership of all "non-expendable property" (NXP) remains with USAID or the cooperating country until such time DAI receives approval from USAID for final title and ownership transfer to your organization. At the time USAID approval is obtained for final transfer and ownership of the property to the Recipient, the Recipient will sign the "Final Title and Ownership Transfer" form and assume all responsibilities incident to ownership of the property.

Definition of NXP Equipment: Applies Property must: 1) Be tangible; 2) Have expected life of more than one year; 3) Have per unit cost > \$5,000 (Ref. TITLE TO AND USE OF PROPERTY (DECEMBER 2014))

- B. Title to and ownership of items listed as "expendable property" on Attachment Two is hereby transferred to your organization; no prior USAID approval is required for permanent title and ownership transfer.
- C. The Recipient agrees to use the equipment/materials strictly for the intended purpose/s listed in *Attachment One, Program Description*. All equipment shall be kept in the designated locations for use only as stated in *Attachment One* and shall not be removed from the office/designated location for personal or commercial use. The Recipient also agrees not to sell any of the equipment/materials provided under this Grant.
- D. The Recipient agrees that the equipment/materials provided under this award shall not be made available for use of military, police or security forces.
- E. DAI and USAID shall have access at all reasonable times to the premises in which any USAID property is located for the purpose of inspecting the equipment.

Article Five: In-Kind Property Management Requirements:

Recipient procedures for managing non-expendable property (NXP) as defined above, shall meet the following requirements:

- A. A control system must be developed by the Recipient for the property to ensure adequate safeguards.
- B. As part of this control system, property records shall be maintained that include a description of the NXP property, the DAI property item number affixed to each piece of property, a serial number or other identification number, the current fair market value of the property, the location, use and condition of the property. The Recipient agrees not to remove any inventory or other labels affixed on the property by DAI.
- C. Recipient agrees to provide a safe, secure environment for the equipment and to be responsible for any loss, destruction or damage while the property is in the Recipient's possession. DAI will not be responsible for any loss or damage to the equipment while in the custody of the Recipient. Any loss, damage, or theft shall be reported to DAI immediately in writing, investigated and documented.
- D. The Recipient is responsible for and shall establish a program for the maintenance of any equipment and/or materials and make repairs as necessary. Recipient agrees to pay for the related maintenance and repairs for any property which is not still under warranty or service agreement covered under this grant.
- E. The Recipient shall, at a minimum, provide the equivalent insurance coverage for the property and equipment provided by DAI as provided to property owned by the recipient.
- F. No materials provided to the Recipient under this agreement may be sold or exported.
- G. A complete, physical inventory of all USAID NXP property must be taken and submitted to DAI at least once a year on the anniversary of the grant and upon request at such time USAID approval is sought for final title/ownership transfer.

Article Six: Termination

- A. DAI may terminate this award at any time, in whole or in part, and take possession of the property for re-allocation and/or cancel the in-kind services following 15 days of written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

Examples of failure to comply with the terms and conditions of the grant include:

- (1) The Recipient fails to carry out the program satisfactorily.
 - (2) The Recipient uses the equipment for other than the intended purpose/s listed in Attachment One.
 - (3) The Recipient removes the equipment from the office/designated location and/or sells any part of the equipment.
 - (4) The Recipient does not provide a safe and secure environment for the in-kind equipment provided.
 - (5) The Recipient fails to comply with any of the certifications or standard provisions included in *Attachments 4 and 5*, which are hereby incorporated. One example of failure to comply is if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
 - (6) The Recipient fails to provide assistance data (e.g. increase in sales, increase in number of employees, access to new markets, improvement to production processes, etc.) on a quarterly basis, as required by the grant.
- B. This award may be terminated at any time in whole or in part by the Recipient following 15 days of written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial

termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.

- C. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties.
- D. DAI reserves the right to terminate this Grant should the Recipient become insolvent during performance of the award.
- E. Upon receiving a notification of termination, the Recipient shall take immediate action to minimize all expenditures by the Recipient related to this in-kind grant.

Article Seven: Branding and Marking

- A. It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Recipient agrees to submit a branding and marking plan in compliance with USAID's branding guidelines as articulated in ADS 320 and detailed in the Graphics Standards Manual **available at** <https://www.usaid.gov/branding> or any successor branding policy.
- B. Standard Mandatory Provision "MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE" (JULY 2015) is hereby incorporated in full. (Excerpts of key points applicable to this Grant are included below.)

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The USAID Identity is on the USAID Web site at <https://www.usaid.gov/branding>. After securing approval from the Monitoring, Evaluation and Learning (MEL) and Communication Manager, 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.
- C. The recipient may submit a written request to DAI for 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;
- (7) Conflict with international law; or
- (8) Present compelling safety or security concerns.

- D. Any approved waivers for DAI’s prime contract/task order “flow down” to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

Article Eight: Other Terms and Conditions

A. Certifications, Assurances, Other Statements of the Recipient

The Recipient is required to sign and submit a copy of the applicable pre-award certifications and assurances attached in *Attachment Five*.

B. Standard Provisions (Mandatory and Required as Applicable)

The Recipient agrees to comply with the standard provisions included in *Attachment Six*, which are hereby incorporated.

C. Records

The Recipient shall maintain inventory records and documents related to the in-kind property and/or services for at least three years after grant completion or longer if dictated by local law.

D. Controlling Language

The Recipient shall acknowledge English as the controlling language. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

E. Notification of Changes

The Recipient shall inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.

F. Applicable Procurement Policies

The Recipient acknowledges and agrees that all equipment, materials or services procured by DAI on behalf of the Recipient shall be in compliance with DAI procurement policies.

G. Responsibility of the Recipient

- The Recipient has full responsibility for executing the project or activity being supported by the in-kind grant and for complying with the award conditions. Although the Recipient is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the

responsibility of the Recipient. The Recipient must apply solid technical and administrative criteria. The Recipient agrees to notify DAI about any significant problems associated with the administrative or financial aspects of the grant award. DAI will conduct monitoring of the Grant implementation, including site visits as appropriate.

- The Recipient commits to procure all items under the Recipient contribution described in Attachment Two through a proper and efficient procurement process. All procurement must be documented through contracts and all payments must be settled with proper methods of payments against official invoices and/or receipts. Those documents will be verified by SMART. Failure to do so may result in reducing the amount funded by SMART under the award or terminating the Grant Agreement.
- The Recipient acknowledges that the amount funded by SMART as presented in Attachment Two is a ceiling. If the actual value of the Recipient's contribution is less than the estimated amounts shown in Attachment Two, SMART reserves the right to reduce the amount funded by the award on a proportionate basis to reach the estimated percentages.
- The Recipient shall secure the necessary contribution and required operational costs in a timely manner.
- The Recipient shall secure and make available all required registrations, licensing, and all insurance policies (as applicable).
- If the Recipient fails to pay their contribution or is delinquent in completing the scope of work, SMART reserves the right to withhold any or part of its obligation under the award.
- The Recipient should fully comply to the Environmental Mitigation and Monitoring Plan (EMMP)

H. Disputes and Indemnification

Any dispute under this award will be decided by the DAI HQ Chief Ethics and Compliance Officer (CECO). Notwithstanding any other terms of this award, the Recipient has no right to submit claims directly to DAI and DAI assumes no liability for any third-party claims against the Recipient.

The Recipient hereby agrees to indemnify, defend and hold DAI, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by the Recipient related to this Grant.

I. Host Country Salary Supplements

USAID policies do not permit the payment of "salary supplements" to employees of a host government except in exceptional circumstances. Therefore, no funds associated with this Grant may be used to supplement the salaries of employees of the local government (country in which the project is being implemented) unless special consent is provided by the USAID Contracting Officer and passed on to the Recipient.

J. Anti-Corruption and Anti-Bribery Policy

DAI conducts business under the strictest ethical standards to assure the proper use of project resources, such as those provided through this in-kind grant. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

- ☐ Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to DAI or Government staff, or their representatives, to influence an award or approval decision.
- ☐ Any fraud in mis-stating or withholding information to benefit the grantee.
- ☐ Any collusion, related-party contracts or conflicts of interest in which a DAI employee, consultant, representative or vendor has a business or personal relationship with a principal or owner of the grantee that may appear to unfairly favor the grantee. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from award.

These acts of corruption will not be tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the grantee from participating in future U.S. Government business.

Any attempts or actual corruption should be reported immediately by either the grantee or DAI staff to:

- ☐ Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- ☐ Hotline website – www.DAI.ethicspoint.com, or
- ☐ Email to ethics@dai.com

By signing this award, the grantee confirms adherence to this standard and confirms that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The grantee also acknowledges that violation of this anti-corruption and anti-bribery policy may result in termination and possible suspension and debarment by the U.S. Government.

K. Mandatory Special Provisions from SMART Cooperative Agreement

The Recipient agrees to comply with the Mandatory Special Provisions from SMART Cooperative Agreement included in *Attachment Seven*, which are hereby incorporated.

ATTACHMENT ONE: PROGRAM DESCRIPTION

Program Description:

The Small and Medium Enterprise Assistance for Recovery and Transition (SMART) Project is a four-year USAID-funded program implemented by DAI. SMART aims to support Palestinian small and medium enterprises (SMEs) to rapidly recover and start on a path to revitalization following the unprecedented crisis of the COVID-19 pandemic. SMART will help SMEs restart operations, regain productivity, and grow while promoting economic growth and self-reliance in the West Bank, Gaza and East Jerusalem.

1. BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY

As the West Bank faces elevated risk of worsening shocks, the needs for greater economic resilience are more crucial than ever. SMART's report entitled "Impact of the Gaza War on SMEs in the West Bank" has formed the basis of new programming focused on resilience. The report's findings indicate that while the entire economy of the West Bank is in a state of crisis, particular sectors are more vulnerable to shocks and play a significant role in resilience. Most notably, the report identified needs for strengthening production capacity as a pathway to resilience, and it identified opportunities for sustainable growth in the sectors of food processing, agriculture, textile & garments, and furniture.

2. BACKGROUND

"Tabaq and Waraq," established in Tubas in 2022 under the Maisam brand, is a family-owned business specializing in agriculture and food processing. Employing five family members and six seasonal workers, the company grows a variety of fruits and herbs on 6 dunums of land, with a focus on grapes. Their products include grape leaves, raisins, molasses, and olives. Committed to eco-friendly practices and local job creation, Tabaq and Waraq is enhancing infrastructure, updating production processes, and expanding market reach to ensure sustainable growth and resilience in a challenging economic landscape.

SMART's support will strengthen Tabaq and Waraq by formalizing operations, upgrading infrastructure, and expanding markets. This will boost revenues, create jobs, and diversify products, helping the company thrive in Tubas' challenging environment. By empowering local women and improving regional conditions, SMART's assistance will ensure the company's long-term growth and resilience.

3. PROGRAM GOALS AND OBJECTIVES

Considering the changed circumstances following October 7th events, which has resulted in an abnormal and challenging operational environment, the SMART project will evaluate the potential growth and productivity of SMEs and or potential beneficiaries using financial data and metrics from the period prior to October 7th to ensure a more precise and representative baseline data and an accurate assessment to design the needed resilience plan that ensures sustainability under current operating conditions.

The Productivity Improvement Resilience Program (INTAJ) is designed to address critical emerging challenges hindering the resilience, growth, and scalability of SMEs, Start-Ups, Group of Businesses and Cooperatives in the West Bank and East Jerusalem, as they strive to maintain productivity and grow in the current crisis. The program will focus on the sectors of food processing, agriculture, textile & garments, and furniture.

The Program aims to enhance the resilience, growth, and scalability of selected client firms through:

- Scaling-up Production and Adopting New Technologies
- Product Diversification
- Access to Finance

4. EXPECTED OUTCOMES

Item	Indicator	Baseline	Expected output / Outcome	Percentage	Comments
1	Percent increase in sales	5,313	8,961	68.66%	
2	Percent increase in exports	0.00	0.00	0.00	
3	Number of trained employees in new technologies and practices	0.00	0.00	0.00	
4	Number of international markets SMEs have access to	0.00	0.00	0.00	
5	Percentage of female participants to increase access to productive economic	3.00	6.00	100%	3 New Females
6	Percentage increase of participants who are youth (18-29)	0.00	0.00	0.00	
7	Investment increase & leverage	0.00	24,253	0.00%	Equipment + Website
8	Number of new employed people	5.00	10.00	100%	5 new employees

5. DAI PROJECT OVERSIGHT AND MONITORING

The recipient shall cooperate with SMART team when conducting the monitoring and evaluation field visits to check the progress of the activities and to highlight any problems/challenges the recipient is facing during the implementation phase. The recipient shall cooperate with any external and Third-Party evaluators and provide all related supporting documentation and information for verification.

6. REPORTING REQUIREMENTS

The recipient shall cooperate with SMART team and submit a Progress Report on quarterly basis. The report will include information regarding sales, exports, employment, market share, investment leverage, amount of fuel (diesel, LPG, gasoline, other) used and if they received any training programs during the reporting period. The recipient can highlight any potential and existing problems in this report. The final report will cover the impact of SMART assistance taking into consideration the information that was captured on quarterly basis. The recipient shall highlight any feedback and comments he/she might have.

The recipient is responsible for providing SMART team and any external and Third-Party evaluators with related supporting documentation for verification and should facilitate SMART MEL team in tracking the impact of this project.

7. COORDINATION REQUIREMENTS

None

8. SPECIAL INSTRUCTIONS

None

ATTACHMENT TWO: LIST OF ITEMS TO BE PROVIDED IN-KIND

Attach list of materials and/or services to be provided in the format below:

Training Support

Item	Description of work needed	Training Hours	# of Trainees	Estimated Budget USD	Estimated Client Contribution USD	Estimated SMART Share USD	Estimated Client Contribution %	Estimated SMART Share %
1	Makdous Manufacturing	5	2	\$860	\$860	\$0	100%	0%
2	Making Tomato paste on Firewood	16	4	\$1,725	\$1,725	\$0	100%	0%
3	Manufacture of Palestinian Thyme	6	2	\$1,080	\$1,080	\$0	100%	0%
Estimated Total				\$3,665	\$3,665	\$0	100%	0%

Introduction of critical equipment, systems, and technology

Item	Description of work needed	Qty	Estimated Budget USD	Estimated Client Contribution USD	Estimated SMART Share USD	Estimated Client Contribution %	Estimated SMART Share %
1	Door Freezer	1	\$1,750	\$1,750	\$0	100 %	0 %
2	Door Refrigerator	1	\$2,300	\$2,300	\$0	100 %	0 %
3	AC Split unit 2 Ton	4	\$5,392	\$0	\$5,392	0 %	100 %
4	Drying device for fruits, vegetables and Leaves	1	\$3,500	\$0	\$3,500	0 %	100 %
5	Electronic Scale	1	\$115	\$115	\$0	100 %	0 %
6	Food Processor	1	\$220	\$220	\$0	100 %	0 %
7	Gas Cooker (4 Burner- 1 Turbo)	1	\$535	\$535	\$0	100 %	0 %
8	Insect net greenhouse 60m*100m	1	\$27,000	\$0	\$27,000	0 %	100 %
9	Nylon bag sealing machine	1	\$108	\$108	\$0	100 %	0 %
10	Sealing easy open machine	1	\$2,455	\$2,455	\$0	100 %	0 %
11	Stainless steel tables	2	\$610	\$610	\$0	100 %	0 %
12	Supply and install 10 Kw Solar system	1	\$9,500	\$9,500	\$0	100 %	0 %
13	Tin can pressing machine	1	\$1,240	\$1,240	\$0	100 %	0 %
14	Tomato and grape juicer, spiral system	1	\$1,755	\$1,755	\$0	100 %	0 %
Estimated Total			\$56,480	\$20,588	\$35,892	36.5%	63.5%

Summary

Item	Assistance Description	Estimated Budget USD	Estimated Client Contribution USD	Estimated SMART Share USD	Estimated Client Contribution %	Estimated SMART Share %
1	Training Support	\$3,665	\$3,665	\$0	100%	0%
2	Introduction of critical equipment, systems, and technology	\$56,480	\$20,588	\$35,892	36.5%	63.5%
ESTIMATED TOTAL		\$60,145	\$24,253	\$35,892	40 %	60 %

Note: items are identified based on participatory needs assessment and based on price estimates. Final cost will be determined based on actual procurement processes and price offers.

ATTACHMENT THREE: BRANDING STRATEGY AND MARKING PLAN

The grantee should ensure the compliance with SMART's approved branding and marking plan and all USAID branding and marking requirements. Once developed, any marketing material including website, magazine, newsletter...etc, the grantee should secure approvals from SMART Senior Advisor and MEL and Communication Director in the designing phase of any material.



ATTACHMENT FOUR: DOCUMENTATION OF RECIPIENT CONTRIBUTION (Note: Include when applicable.)

IN-KIND GRANT NO.	
Recipient:	Tabaq and Waraq Agricultural Company
Activity Name:	Productivity Improvement Resilience Program (INTAJ)
Activity Number/Task Code:	1004709/101
Prime Cooperative Agreement Number:	72029421CA00001
Prime Cooperative Agreement Title:	Small and Medium Enterprise Assistance for Recovery and Transition Project (SMART)

This is to certify that “**Tabaq and Waraq Agricultural Company**” contributed the following labor/materials/goods/cash/use of equipment or room as part of its counterpart contribution in support of the above referenced Grant during the reporting period below:

REPORTING PERIOD From _____ (Date) to _____. (Date)			
Description of Item, Labor, etc. Contributed	Evidence of Recipient Contribution Submitted	Submission Date	Attached here or otherwise submitted? (Detail method, to whom and date)

Certification: *The recipient certifies that he paid all amounts accrued for the relevant vendors against items of contribution as indicated in the above table.*

Certified by:
Tabaq and Waraq Agricultural Company

Signature of authorized representative

[Name & Title]

Date

ATTACHMENT FIVE: CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF THE RECIPIENT

In accordance with ADS 303.3.8, DAI will require successful grant applicants to submit a signed copy of the following certifications and assurances, as applicable:

Part I – Certifications and Assurances

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

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

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

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

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

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

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

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

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to

participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

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

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in

22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

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

3. Certification Regarding Terrorist Financing Implementing E.O. 13224 (Revision 2)

Note: This certification must be signed and dated prior to execution of the grant agreement.

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph:

(a) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/tl1sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

(b) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

(c) Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

(d) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification –

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

(b) "Terrorist act" means –

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>) ; or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

(d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one

or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(e) The Recipient's obligations under paragraph I are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

4. Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), (3) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

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

Request for Application No. SMART-INTAJ-RFA-007

Application/Reference No. 14834164

Name of Recipient **Tabaq and Waraq Agricultural Company**

Name and Title **Maisam Alaa Juma Eghreib, Manager**

Signature _____

Date _____

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

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

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

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

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

(b) Applicant Representation:

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

(d) **Representation.** By submission of its application, the prospective recipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

ATTACHMENT SIX: STANDARD PROVISIONS (MANDATORY AND REQUIRED AS APPLICABLE)

(Include full text of the following mandatory provisions here and denote by an “X” the Required As Applicable (RAA) provisions which are relevant to this award)

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

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

- 1) The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
- 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <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 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication. 5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. Rights in Data

- 1) Data means recorded information, regardless of the form or the media on 03/31/2021 Partial Revision 7 Text highlighted in yellow indicates that the material is new or substantively revised. 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 AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to 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 03/31/2021 Partial Revision 10 Text highlighted in yellow indicates that the material is new or substantively revised. 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. 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 Agreement Officer.

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 Agreement Officer 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 (May 2020)

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered 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. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.

c. The Recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

M6. TRAFFICKING IN PERSONS (April 2016)

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

- (2) Procurement of a commercial sex act during the period of this award;
- (3) Use of forced labor in the performance of this award;
- (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - 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 employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

- (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
- (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org. 03/31/2021 Partial Revision 14 Text highlighted in yellow indicates that the material is new or substantively revised.
- (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
- (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General;

and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[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. 03/31/2021 Partial Revision 15 Text highlighted in yellow indicates that the material is new or substantively revised.

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 2016)

a. Faith-Based Organizations Encouraged

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer subawards of USAID funds shall discriminate for or against an organization on the basis of the organization’s religious character or affiliation. Additionally, religious organizations shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation.

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. 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 Faith Based and Community Initiatives Web site 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 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 religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, 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 religious organization that participates in USAID-funded programs or services:
 - i. May retain its 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 removing religious art, icons, scriptures, or other religious symbols; and
 - iii. May retain 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. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

d. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

g. 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)

APPLICABILITY: For use in all solicitations and resulting awards. Please refer to ADS 303, Section 303.3.31, “USAID Implementing Partner Notices (IPN) Portal For Assistance” for additional guidance.

USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (July 2014)

(a) Definitions

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

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

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

(b) 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.

(c) 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) (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;
- (2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or
- (3) Notify the AO that the Recipient declines to sign the amendment. Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[End of Provision]

M.10 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

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

The Grantee must:

- I. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

2. Include such requirement in any subaward or subcontract made under this award.

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

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

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

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

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

[End of Provision]

MI I. 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 MI. 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.

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

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200. “Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

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

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

(b) 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 the 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. CHILD SAFEGUARDING (June 2015)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

1. Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
2. Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
3. Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
4. Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children;
5. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
6. Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

1. Child: A child or children are defined as persons who have not attained 18 years of age.
2. Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
3. Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or

- burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
4. Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
 5. Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 6. Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 7. Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(d) The recipient must insert the provisions in (a) and (b) in all subawards under this award.

[End of Provision]

MI4. MANDATORY DISCLOSURES (NOVEMBER 2020)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent to: U.S. Agency for International Development Office of the Inspector General P.O. Box 657 Washington, DC 20044-0657 Phone: 1-800-230-6539 or 202-712-1023 Email: ig.hotline@usaid.gov URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[End of Provision]

MI5. 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]

MI6. CONFLICT OF INTEREST (August 2018)

- a. A conflict of interest in the award, administration, or monitoring of subawards arises when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
- b. The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The recipient safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
- d. The recipient must have a system or systems in place to address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward regardless of the amount funded under this award.
- e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 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 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.
- g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.
- 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 must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[End of Provision]

[END OF MANDATORY PROVISIONS]

In addition, this award hereby incorporates the following **"REQUIRED AS APPLICABLE (RAA) STANDARD PROVISIONS"** denoted by an 'X' below.

(Review ALL RAA provisions listed below to determine applicability. For ease of reference, pay particular attention to those RAA provisions that are highlighted in yellow as they are likely to be included in most SMART in-kind grant awards. Denote those RAA provisions that are applicable to this award with an "X" and insert full text. The full text for these provisions can be found at <https://www.usaid.gov/sites/default/files/documents/303mat.pdf>).

☐ **RAA1. FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)**

APPLICABILITY: This provision must be incorporated into awards that authorize advance payments, which may be authorized when the recipient's accounting and financial management systems conform to the accounting principles generally accepted (GAAP) in the U.S., the cooperating country, or by the International Accounting Standards Board (IASB) (a subsidiary of the International Financial Reporting Standards Foundation (IFRSF)), meet the pre-award responsibility requirements in ADS Chapter 303 and when providing liquidity through milestone financing is not sufficient to meet implementation requirements. When advances are authorized, payment amounts must correspond to and be liquidated against milestones. Advance payments for any milestone may not exceed the

milestone amount for which they are being made and the total amount of funds advanced may not exceed the total award amount. When this provision is used, the Schedule at C.2. must be modified to reference this provision as the payment provision.

□RAA2. UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (NOVEMBER 2020)

APPLICABILITY: This provision is required in accordance with 2 CFR 25, Universal Identifier and System for Award Management. Agreement Officers (AOs) must include this provision in all assistance solicitations and all awards, unless the AO exempts an organization from compliance with the provision under one of the following exceptions:

Exceptions. The requirements of this provision to obtain a Unique Entity Identifier and maintain a current registration in the System for Award Management (SAM) do not apply, at the prime award or subaward level, to:

(1) Awards to individuals

(2) Awards less than \$25,000, with no anticipated subawards, to foreign organizations to be performed outside the United States (based on a USAID determination)

(3) Awards where the AO determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.

□RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)

APPLICABILITY: This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards expected to equal or exceed \$30,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If the AO determines that an exemption applies, the AO must provide guidance to the recipient on reporting with generic information.

Exemptions.

(1) The requirements to report under this provision do not apply to: (i) Awards to individuals (ii) Awards less than \$30,000

(2) When the AO determines, in writing, that these requirements would cause personal safety concerns, reporting under this provision can be accomplished using generic information.

□RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020) **APPLICABILITY:** This provision is only applicable when specific goods or services are listed as or in milestones.

□RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013) **APPLICABILITY:** This provision is only applicable when international travel is listed as or in a milestone.

□RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012) **APPLICABILITY:** This provision is only applicable for awards in which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds and such goods are listed in or as milestones. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.

□RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012) **APPLICABILITY:** This provision is only applicable if a host country tax may possibly be charged on items specifically listed as or in milestones in agreements that obligate or sub obligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500. Please insert address and point of contact at the Embassy, Mission, or MICFO/CMP as appropriate under section (b) of this provision.

□RAA8. PATENT RIGHTS (JUNE 2012) *APPLICABILITY: This provision is applicable to awards to small business firms or nonprofit organizations for the performance of experimental, developmental, or research work funded in whole or in part with USAID funds.*

□RAA9. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012) *APPLICABILITY: This provision applies to awards that contain funding for any exchange visitor activities or participant training, as defined in ADS 252 and 253, respectively, conducted or paid for by the recipient with USAID funds under this award.*

□RAA10. INVESTMENT PROMOTION (NOVEMBER 2003) *APPLICABILITY: The following provision is when gray-area activities or investment related activities are specifically listed as or in milestones. When applicable, see ADS 225 (see 225.3.) for more information.*

□RAA11. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012) *APPLICABILITY: This provision is applicable when human subjects are involved in research financed by this award, as defined in 22 CFR 225 and ADS 200 Mandatory Reference, "Protection of Human Subjects in Research Supported by USAID." The AO should confer with the Activity Manager to determine if any research with human subjects will be included in the award.*

□RAA12. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012) *APPLICABILITY: This provision must be included in any award that (1) uses funds made available to carry out Division A of the Trafficking Victims Protection Act of 2000, P.L. 106-386; and (2) covers a program that targets victims of severe forms of trafficking in persons (as defined below) and provides services to individuals while they are still engaged in activities that resulted from such victims being trafficked. "Severe forms of trafficking in persons" means (1) 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 (2) 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.*

□RAA13. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012) *APPLICABILITY: This provision must be included in any award that uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386, for a program that targets victims of severe forms of trafficking in persons. "Severe forms of trafficking in persons" means (1) 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 (2) 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.*

□RAA14. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012) *APPLICABILITY: This provision must be included in any award that uses funds made available specifically under the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386.*

□RAA15. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) *APPLICABILITY: This provision is applicable to all awards involving any aspect of voluntary population planning activities.*

□RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012) *APPLICABILITY: This provision must be included in any new assistance award or amendment to an existing award (if not already incorporated into the agreement) obligating FY04 or later funds made available for HIV/AIDS activities, regardless of the program account. Further guidance is found in AAPD 14-04, Section 2.D.*

□RAA17. CONDOMS (ASSISTANCE) (SEPTEMBER 2014) *APPLICABILITY: This provision must be included in any new Request for Applications (RFA) or Annual Program Statement (APS), and any new assistance award or amendment to an existing*

award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account.

□RAA18. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

APPLICABILITY: This provision must be included in solicitations and any new assistance award or amendment to an existing award obligating or intending to obligate (in the case of solicitations) FY04 or later funds made available for HIV/AIDS activities, regardless of the program account. Further guidance is found in AAPD 14-04, Section 2.E.

□RAA 19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992) *APPLICABILITY: This provision is only applicable when awarding a Fixed Amount Award to a U.S. NGO and when measurements are specified as or in a milestone.*

□RAA20. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

APPLICABILITY: This provision must be included in solicitations and awards that require a U.S.-based recipient (and its employees) to have routine physical access to USAID -controlled facilities in the U.S. (i.e., will need an ID for regular entry to USAID space), or have logical access to USAID's information systems (i.e., access to AIDNet, Phoenix, GLAAS, etc). Only U.S citizen employees or consultants of a U.S.-based organization may request routine physical access to USAID-controlled facilities or logical access to USAID's information systems.

□RAA21. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014) *APPLICABILITY: For use in all solicitations and resulting awards where eligibility is restricted to local entities in accordance with the Agency's statutory "Local Competition Authority" (see 303.3.6.5.c for additional guidance and 303.6 for the definition of local entity).*

□RAA22. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016) *APPLICABILITY: This provision must be incorporated into awards if the total federal share of the award may include more than \$500,000 over the period of performance.*

□RAA23. RESERVED

□RAA24. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOVEMBER 2020) *APPLICABILITY: This provision is required in awards when telecommunication or video surveillance services or equipment are included in the award's specific requirements, including as milestones.*

□RAA25. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020) *APPLICABILITY: This provision is required in accordance with 2 CFR 183, Never Contract with the Enemy. AOs must include this provision in all assistance solicitations and all resulting awards expected to exceed \$50,000 and that are performed outside of the United States, including U.S. territories, and that are in support of a contingency operation as defined in 2 CFR 183.35 in which members of the Armed Forces are or may become actively engaged in hostilities.*

[END OF THE STANDARD PROVISIONS]

ATTACHMENT SEVEN: MANDATORY SPECIAL PROVISIONS

A.II.1 RESERVED

A.II.2 RESERVED

A.II.3 PROHIBITION AGAINST SUPPORT FOR TERRORISM

- (a) 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.
- (b) 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 <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.
- (c) 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 a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or 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.
- (d) 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.
- (e) 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.
- (f) This provision, including this paragraph (f), 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
- (g) 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 (c). For purposes of this requirement, “key individuals” means (i) 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); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) 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.

- (h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Contractor/Recipient shall (1) obtain from the proposed subawardee the certification required under USAID’s Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), “Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2),” and (2) provide a copy of the certification to USAID’s Agreement/Contracting Officer.

A.11.4 PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY

U.S. legislation provides that none of the funding under this Award may be “obligated or expended with respect to providing funds to the Palestinian Authority.” In accordance with that prohibition, the Recipient shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Agreement.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Agreement. The Recipient shall promptly provide to USAID’s Agreement Officer a copy of the pages from each subaward that contains this provision.

A.11.5 RESTRICTION ON FACILITY NAMES

- (a) No assistance shall be provided under this Agreement 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 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.
- (b) 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.

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

A.II.6 RESERVED

A.II.7 RESERVED

A.II.8 PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION

- a) U.S. legislation provides that none of USAID's funding "may be used to provide equipment, technical support, consulting services, or any other form of assistance to the Palestinian Broadcasting Corporation." In accordance with this prohibition, the Recipient shall not provide any assistance to the Palestinian Broadcasting Corporation.
- b) This provision, including this paragraph (b), shall be included in all contracts, subcontracts, grants and subgrants issued under this grant.

A.II.9 USAID/WEST BANK AND GAZA MISSION NOTICES

The Recipient will comply and adhere to all USAID West Bank and Gaza notices to Contractors and Grantees. The notices are posted on the USAID/West Bank Gaza website under Partners resources and can be found at the following link: <https://www.usaid.gov/west-bank-and-gaza/partnership-opportunities>

A.II.10 USAID/WEST BANK AND GAZA AUDIT PROGRAM (ACA)

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that USAID shall ensure that Federal and non-Federal audits of all contractors and grantees, and significant sub-contractors and sub-grantees, under the West Bank and Gaza (WBG) Program are conducted at least on an annual basis.

Recipients and significant subawardees under this award are thus required to adhere to this requirement and are subject to audit at least annually under the WBG Agency Contracted Audit (ACA) program. The USAID/WBG/Office of Financial Management (OFM) is responsible for managing the Mission's ACA program. USAID/WBG/OFM will annually solicit information from Recipients with regard to their program implementing subawards to identify those subawardees which are subject to audit.

To fulfill the annual audit requirements, USAID/WBG will contract with an independent audit firm that has been approved by the Regional Inspector General/Frankfurt to perform these audits and will issue an audit notification letter to the Recipient outlining the process, period of audit and time frame. The financial audit will be conducted within generally accepted government auditing standards (GAGAS) and will focus on the program activities contained within this award.

By signing this award, the Recipient acknowledges its complete willingness to and affirms it will comply with Mission audit guidelines and requirements and will cooperate fully with the audit firm selected by USAID. Failure to comply with the Mission audit procedures or respond to an initiation of an audit, or failure to

cooperate with the Mission financial management staff or selected audit firm on the annual audit may be cause for disallowance of costs or termination.

The Recipient and all sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

A.11.11 USAID/WEST BANK AND GAZA MISSION ORDER NO. 21

The Recipient must comply with the Mission's updated anti-terrorism policies and procedures as stated under the revised Mission Order No. 21 (Mission Notice No. 2007-WBG-26), Addendum No. 1 and any amendments thereafter. The Mission Order No. 21 and Addendum No. 1 is available at the following address: <https://www.usaid.gov/sites/default/files/documents/1883/2007-WBG-26.pdf>

A.11.12 USAID/WEST BANK AND GAZA MISSION ORDER 21 COMPLIANCE REVIEWS

Implementing partners are responsible for ensuring the effectiveness and efficiency of their own internal control systems over compliance with Mission Order 21 (MO21) requirements.

Contingent upon available resources, USAID/West Bank and Gaza will be conducting MO21 compliance reviews of prime awardees and their subawards within the first 18 months of implementation.

The conducted compliance review will verify the following:

1. Verify that partners had in fact obtained the necessary vetting approvals prior to executing their sub-awards as well as reviewing trainees and beneficiaries that are subject to vetting per MO No. 21;
2. Verify whether partners have incorporated the required special mandatory provisions in their written sub-awards and have obtained the Anti-Terrorism Certification (if required) in accordance with Mission Order No. 21; and
3. Verify whether all sub-awards executed under each award have been promptly reported to USAID on the monthly sub-award report.

ATTACHMENT EIGHT: CERTIFICATION

ANTI TERRORISM CERTIFICATION

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph
- (a) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/tl1sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
- (b) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- (c) Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- (d) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification –
- (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- (b) "Terrorist act" means –
- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- (c) “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
- (d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (e) The Recipient’s obligations under paragraph I are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: _____
Maisam Alaa Juma Eghreib, Manager

Date: _____

Name of Organization: Tabaq and Waraq Agricultural Company