

**FRAMEWORK AGREEMENT**

**SECTION I: FORM OF AGREEMENT**

**FRAMEWORK AGREEMENT FOR:**

**FRAMEWORK AGREEMENT NUMBER: IPE-FWA-PAHAL\_2022 (000) – ABC**

This Framework Agreement (hereinafter called as “**AGREEMENT**”) is made on **XXXX XX, 20XX** between:

**IPE GLOBAL LIMITED**, a Public Limited by Shares Company under the Companies Act 2013 with CIN: U74140DLI998PLC097579; having its registered office B-84, Defence Colony, New Delhi – 110024, India; **Contact No.:** +91-11-40755900; **Facsimile:** +91-11-24339534, **Email Id:** [procurement@ipeglobal.com](mailto:procurement@ipeglobal.com); hereinafter referred to as “**IPE GLOBAL**” or the “**COMPANY**”;

**AND**

\_\_\_\_\_, registered under the Companies Act 2013 with **CIN:** \_\_\_\_\_; with its registered office at \_\_\_\_\_; **CONTACT PERSON:** XXXXXXXXXXXXXXXX; **CONTACT NO:** +91-900000000000; **EMAIL ID:** \_\_\_\_\_; hereinafter referred to as the “**CONSULTANT**”.

**GST NO OF THE CONSULTANT:** \_\_\_\_\_

**IPE GLOBAL LIMITED** and the **CONSULTANT** are hereinafter collectively referred to as the “**PARTIES**” and individually as “**PARTY**”.

And WHEREAS IPE Global has been awarded a Cooperative Agreement; hereinafter referred to as “**PRIME CONTRACT**” by “**UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)**”; hereinafter referred to as the “**CLIENT**” to provide Services to Program entitled “**PARTNERSHIPS FOR AFFORDABLE HEALTHCARE, ACCESS, AND LONGEVITY (PAHAL)**”; hereinafter referred to as “**PROJECT**”

WHEREAS IPE Global may require the Consultant to supply the services outlined in **Section III** hereof, and as more particularly defined in in any future and prospective Call-down Contracts, which may be placed from time to time (the “**SERVICES**”) pursuant to the Agreement; and

WHEREAS The Consultant agreed to provide Service on the terms and conditions set forth herein and the sections attached hereto and to any related Call-down Contract.

**IT IS HEREBY AGREED as follows:**

**1. DOCUMENTS**

This Agreement shall comprise of the following documents:

<b>SECTION I:</b>	Form of Agreement
<b>SECTION II:</b>	General Conditions of Agreement
<b>SECTION III:</b>	Statement of Work
<b>SECTION IV:</b>	Standard Provisions for Non-U.S. Non-Governmental Organizations
<b>SECTION V:</b>	Model Call-down Contract

This Agreement constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties.

**2. AGREEMENT SIGNATURE**

If the Original Form of Agreement is not returned to IPE Global duly completed, signed and dated on behalf of the Consultant within **10 (Ten) working days** of the date of signature on behalf of IPE Global, IPE Global will be entitled, at its sole discretion, to declare this Agreement void.

**No payment will be made to the Consultant under any future and prospective Call-down Contracts until this Agreement and the relevant Call-down Contract, are signed on behalf of the Consultant, and returned to the Contract Officer.**

**3. APPLICABLE PROVISIONS AND FINANCIAL LIMIT**

The components which comprise the Financial Limit will be set out in any future and prospective Call-down Contracts. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the Schedule of Prices in each Call-down Contract are permitted without the prior written authority of the Contract Officer/and or the Project Manager.

**4. COMMENCEMENT AND DURATION OF AGREEMENT**

The Agreement shall commence on **XXXX XX, 20XX** ("Start Date") and shall expire on **XXXX XX, 20XX** ("End Date"), or unless this Agreement is terminated earlier in accordance with its Terms and Conditions.

**5. TIME IS OF THE ESSENCE**

Time shall be of the essence as regards performance by the Consultant of its obligations under this Agreement and each Call-down Contract in existence from time to time.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the day and year first written above.

**FOR AND ON BEHALF OF:  
IPE GLOBAL LIMITED**

**NAME:**

**DESIGNATION:**

**SIGNATURE:**

**FOR AND ON BEHALF OF:**  
\_\_\_\_\_

**NAME:**

**DESIGNATION:**

**SIGNATURE:**

**\*\*END OF SECTION I: FORM OF AGREEMENT\*\***

## SECTION II: GENERAL CONDITIONS OF AGREEMENT

### 1. DUTIES OF CONSULTANT

- 1.1 The Consultant shall provide such services and deliverables as defined in the Statement of Work (SoW). Services performed by the Consultant under this Agreement, is more particularly described in the SoW set forth in **SECTION III**.
- 1.2 It is expected that the Consultant will carry out the Services under this Agreement with due diligence and efficiency, in a practical manner designed to promote the objectives of the Project, and to confirm and enhance the professional reputation of IPE Global, its clients and associates. The inputs of Consultant may be increased or decreased, within reason and with adequate notice, at discretion of the Project Management and IPE Global, and prior approval of the Client.
- 1.3 It is expected that the Consultant will provide its input as per the work schedule finalized in consultation with the Team Leader and/or the Project Manager of the Project or any other professional nominated by him/her; hereinafter referred to as “**PROJECT MANAGER**”.

### 2. PLACE OF PROVIDING SERVICES

- 2.1 All Services under this Agreement shall be supplied by the Consultant, from and final output is delivered to Project Site(s) as mentioned in the Prime Contract and/or SoW, for proper performance of its duty under this Agreement.
- 2.2 Any working from Home Office (i.e., outside of Project Sites) has to be prior agreed/and or approved by the Project Manager.

### 3. REPORTING

- 3.1 The Consultant shall work in close coordination with the Project Manager, or any other person nominated and always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the IPE Global and the Client and shall at all times support and safeguard IPE Global’s and the Client’s legitimate interests in any dealings with third party.

### 4. TIME AND ATTENTION

- 4.1 During the continuance of this Agreement:
  - The Consultant shall be fully involved as per the agreed input days to the Project and shall not deviate without the written consent of the Project Manager;
  - The Consultant will not conclude any Agreements or incur any obligation or liability on behalf of or binding upon the Company, or sign any documents on behalf of the Company;
  - The Consultant will not be concerned or interested in any other business of a similar nature to or competitive with that carried on by the Company or any of its Associated Companies or which is a supplier or customer of the Company or of its Associated Companies in relation to its service.

### 5. PERSONNEL

- 5.1 No changes or substitutions may be made to members of Consultant's Personnel as identified to do the task as assigned as per this Agreement without IPE Global's and/or Client’s prior written consent;
- 5.2 The Consultant, being the principal employer of its Personnel shall be fully responsible for all compliances, by whatever name called, under all applicable Laws in the country of the Consultant or the Project, or elsewhere.
- 5.3 In case the Consultant’s Personnel leave the Project for any reason, or the Client or IPE Global considers any member of the Consultant’s Personnel unsuitable, the Consultant shall substitute such

member within 15 days of such vacancy of the position, without direct or indirect charge to IPE Global with a replacement acceptable to Client and IPE Global;

- 5.4 The Consultant shall be responsible for timely payment of remuneration to its Personnel including out-of-pocket expenses. Any delay or non-performance by the Consultant's personnel due to such non-payment would be the entire responsibility of the Consultant.
- 5.5 The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property. The provision of information by IPE Global shall not in any respect relieve the Consultant from responsibility for its obligations under this Agreement.
- 5.6 The Consultant shall indemnify and keep indemnified IPE Global and the Client in respect of:
  - (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by the Consultant, the Consultant's Personnel in connection with the performance of the Agreement;
  - (b) any claim, howsoever arising, by the Consultant's Personnel or any person employed or otherwise engaged by the Consultant's, in connection with the performance of the Agreement.

## **6. USE AND PROTECTION OF DATA**

- 6.1 The Consultant shall not delete or remove any proprietary notices contained within or relating to Data. The Consultant shall not store, copy, disclose or use Data except as necessary for the performance by the Consultant of its obligations under this Agreement or as otherwise expressly authorised in writing by IPE Global. To the extent that Data is held and/or processed by the Consultant, the Consultant shall supply the Data to IPE Global in the format(s) specified by IPE Global.
- 6.2 For the purpose of Clause
- 6.3 6.1, "Data" shall mean (a) the data, personal data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: (i) supplied to the Consultant by or on behalf of IPE Global; or (ii) which the Consultant is required to generate, process, store or transmit pursuant to this Agreement;
- 6.4 The Consultant shall:
  - 6.4.1 process the Data only in accordance with instructions from IPE Global and only to the extent and in such manner as is necessary for the provision of the Services;
  - 6.4.2 implement appropriate technical and organisational measures to preserve the integrity of the Data and to protect the Data against unauthorised or unlawful processing and against accidental loss, corruption, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected;
  - 6.4.3 take reasonable steps to ensure the reliability of the Consultant personnel who have access to the Data and ensure that such personnel are informed of the confidential nature of the Data and comply with the obligations set out in this Clause 6;
  - 6.4.4 ensure that none of the Consultant personnel publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by IPE Global; and
  - 6.4.5 permit IPE Global or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Consultant's data processing activities and comply with all reasonable requests or directions by IPE Global to enable it to verify and/or procure that the Consultant is in full compliance with its obligations under this Agreement.

- 6.5 Upon receipt or creation by the Consultant of any Data and during any collection, processing, storage and transmission by the Consultant of any Data, the Consultant shall take responsibility for preserving the integrity of Data and preventing the corruption or loss of Data. The Consultant shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site. The Consultant shall ensure that such back-ups are available to IPE Global at all times upon request, with delivery times as specified by IPE Global.
- 6.6 The Consultant shall ensure that the system on which it holds any Data, including back-up data, is a secure system. If Data is corrupted, lost or sufficiently degraded as a result of the Consultant's default so as to be unusable, IPE Global may:
- 6.6.1 require the Consultant (at the Consultant's expense) to restore or procure the restoration of Data and the Consultant shall do so as soon as practicable but not later than two days following written request from IPE Global; and/or
- 6.6.2 itself restore or procure the restoration of Data and shall be repaid by the Consultant any reasonable expenses incurred in doing so.
- 6.7 If at any time the Consultant suspects or has reason to believe that Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Consultant shall notify IPE Global immediately and inform IPE Global of the remedial action the Consultant proposes to take.

## **7. DATA PRIVACY**

- 7.1 In connection with the performance of its obligations under this Agreement, the Consultant undertakes to comply with the requirements of (and to take all necessary steps to ensure that by its acts or omissions it does not cause non-conformity of applicable data privacy laws for IPE Global and/or the Client) applicable data privacy laws. No personal data shall be shared by the Consultant with IPE Global unless such sharing is required on a need-to-know basis in connection with Agreement. In such a case, IPE Global will hold and process personal data provided by the Consultant in connection with this Agreement and the Prime Contract and may disclose and transfer such data to any other IPE Global's entities, Client and such other third party, on a need-to-know basis, as IPE Global may reasonably deem necessary or appropriate. The Consultant warrants that it has the authority to grant such right.
- 7.2 The Consultant shall notify IPE Global forthwith, from the time it comes to the attention of the Consultant, that any IPE Global or any of its subsidiaries Confidential Information (including Personal Data) transferred by IPE Global to the Consultant has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful forms of processing. To the extent it is a transferee of Personal Data from IPE Global, the Consultant shall be under and shall assume identical and/or similar obligations that of IPE Global under the applicable data protection and privacy legislation in this regard relating to such Personal Data.
- 7.3 For the purpose of this Agreement "Personal Data" shall mean any data/information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available, is capable of identifying such natural person.

## **8. CONFIDENTIALITY**

- 8.1 The Consultant shall not (except in the ordinary course of duties), during or after the period under this Agreement, divulge to any person whatever or otherwise make use of (and shall use his/her best endeavors to prevent the publication or disclosure of) any trade secret or any confidential information concerning this business or finances of either parties or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of the parties or any of their suppliers, agents, distributors or customers.
- 8.2 All notes and memoranda of any trade secrets or confidential information concerning the business of the either party or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by either party during the course of this Agreement shall be the property

of the respective party and shall be surrendered only to someone duly authorized in that behalf at the termination of this Agreement.

- 8.3 During the tenure of this Agreement, the Consultant shall not accept any assignment or participate in any bid which is in conflict with the interest of IPE Global or its associates.
- 8.4 Any follow-up or related activities which may arise out of the current Project, Consultant will work through IPE Global or take necessary consent of the management to avoid any conflict of interest or non-compliance of Client's regulations.

## **9. TERMINATION AND/OR DIS-EMPANELMENT OF AGREEMENT**

- 9.1 IPE Global shall have the right to terminate and/or dis-empanel this Agreement and/or any future and prospective Call-down Contracts, without assigning any reason by serving a 30 days' notice to the Consultant.
- 9.2 However, on occurrence of any of the following events including but not limited to, IPE Global reserves the right to terminate and/or dis-empanel this Agreement, by giving a 15-days' notice:
- a. In case of the Client terminating their Contract with IPE Global as a consequence of Force Majeure or any other reason;
  - b. Consultant inability to carry out duties assigned for health or any other reason leading to incapacity to participate;
  - c. On the expiry (including earlier expiry as a result of any other terms of this Agreement) of validity of this Agreement unless renewed or extended further by way amendment to this Agreement.
- 9.3 This Agreement shall be liable to be terminated and/or dis-empanel with immediate effect and the Consultant shall have no claim for additional costs arising out of or incidental to any such removal as per the below mentioned events including but not limited to. Further, IPE Global at its discretion will be entitled from the Consultant a refund (including any interest earned on such amount) of all the payments already paid under this Agreement.
- (i) The Consultant has committed serious misconduct or have been charged with having committed a criminal action;
  - (ii) IPE Global believes in its sole discretion that fraud or serious mismanagement has occurred. This will include, but not limited to, any discrepancy or inaccuracy or misstatement in documents and/or information and/or records furnished by the Consultant or on its behalf, as part of its proposal/and or application and/or background checks and/or due diligence and/or verification & assessment during or prior to the Agreement award;
  - (iii) On the judgement of the Team Leader/ Project Manager that the activities and behaviour of Consultant is inappropriate to Project personnel, endanger the success of the Project, or contravene local laws and customs;
  - (iv) An authorised representative of the Client requests removal of Consultant from the Project;
  - (v) The Consultant directly or through its downstream agencies, if any, either repeatedly fails to comply and/or violates with any of the terms of this Agreement or is in material breach of the terms and conditions of this Agreement or of the terms and conditions of any other IPE Global Agreement(s) (whether currently or previously in place);
  - (vi) IPE Global and/or the Client have reasonable cause to be dissatisfied with the performance of the Consultant;
  - (vii) The Consultant abandons the Services or otherwise plainly demonstrates the intention not to continue performance of its obligations under this Agreement;
  - (viii) The Consultant fails to comply to a notice issued by IPE Global related to rejection and/or any remedial for the defective Services, within 7 days after receiving such notice;
  - (ix) The Consultant at any time during the performance of the project goes into liquidation administration or other similar process, is dissolved or enters into any Agreement with its creditors;

- (x) The Consultant, without the prior consent in writing of IPE Global assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this Agreement or any part, share or interest therein;
- (xi) There is a change in identity or character of the Consultant (such assessment to be made at IPE Global's sole discretion) including, but not limited to, through the take-over, merger, change of ownership or control;
- (xii) Indulge in plagiarism;
- (xiii) Indulge in exploitative labour/HR practices;
- (xiv) Abandonment of works;
- (xv) Fail to pay taxes as per Law;
- (xvi) Abuse the empanelment status for wrongful gains;
- (xvii) Any other reasons deemed fit by the IPE Global.

9.4 IPE Global reserves the right to scale back or discontinue the Services and/or the Agreement at any point, dependent upon performance of Consultant or if the Services and/or the assignment is not achieving the results anticipated.

9.5 Upon closure/termination and/or dis-empanel of this Agreement, the Consultant shall immediately return and/or handover to IPE Global, all documents (hard and/ or soft version, as applicable) and/or items of any nature whatsoever either supplied to the Consultant by IPE Global or developed by the Consultant under this Agreement/Project, including but not limited to open files, plans, drawings, database, images, specifications, designs, reports, registration documents of the website, domain name, back up files, hosting rights, codes, source codes, images, designs, algorithms, Content Management System, server subscription, access, details and credentials, third-party tools, third-party systems used for monitoring, etc., HTML files and other relevant documents, etc.

## **10. CHANGES TO THE TERMS AND CONDITIONS OF AGREEMENT**

10.1 This Agreement shall constitute the entire agreement between the Parties and may not be altered or amended except by the written agreement of both Parties. No other duties, obligations and liabilities or warranties than those expressly provided in this Agreement and its attachments shall be applied.

## **11. ASSIGNMENT AND SUB-CONTRACTING**

11.1 The Consultant shall not without the written consent of IPE Global further assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement and/or any future and prospective Call-down Contracts or any part of the Agreement and/or any future and prospective Call-down Contracts. IPE Global may, in granting of such consent provide additional terms and conditions relating to such assignment, sub-contract, novation or disposal and the terms and conditions of this Agreement shall also flow down to all such sub-contracts.

11.2 In such a case, where IPE Global grants the right to the Consultant to sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement and/or any future and prospective Call-down Contracts or any part of the Agreement and/or any future and prospective Call-down Contracts, The Consultant shall be responsible for the acts and omissions of its sub-contractors or any down-stream individual or agency, by whatever name called, as through those acts and omissions were its own.

11.3 Where IPE Global grants the right to the Consultant to sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement and/or any future and prospective Call-down Contracts or any part of the Agreement and/or any future and prospective Call-down Contracts, the Consultant shall send copies of the sub-contract or any other contractual/legal document to IPE Global as soon as it is signed.

## **12. RECORDS AND AUDIT**

- 12.1 The Consultant agrees to maintain full and accurate records, books, expenditure reimbursed by IPE Global and all payments made by IPE Global (“**RECORDS**”), in accordance with all applicable accounting standards, that enable IPE Global to monitor the Consultant’s compliance with this Agreement. The Consultant shall keep copies of all Records and all other reports provided to IPE Global for at least seven years after the completion, abandonment or termination of the Agreement or IPE Global ceasing to provide funding to the Consultant in respect of the Project.
- 12.2 The Consultant agrees to make the Records available to IPE Global and/or its representatives at reasonable times and locations for review and audit, and to comply with all reasonable requests of IPE Global for information and interviews regarding the Project. The Consultant shall ensure that any sub-contract it enters into includes the right of unrestricted access contained in this Clause. For the avoidance of doubt, the denial of the right of unrestricted access contained in this Clause shall constitute a breach of this Agreement.
- 12.3 The Consultant shall allow IPE Global’s representatives, including external consultants, to visit any Project sites and observe Project related activities on reasonable notice to enable IPE Global to monitor and evaluate the extent to which the objectives of the Project have been achieved in a successful and cost-effective manner. The Consultant agrees to provide reasonable assistance in connection with such visits, including by providing information regarding the Project activities and arranging times when appropriate Project personnel will be available and shall ensure that its sub-contractors provide such similar reasonable assistance. The Consultant shall, and shall ensure that its sub-contractors, cooperate with IPE Global and its agents in the conduct of such review, audit, evaluation or other action.
- 12.4 Subject to IPE Global’s obligations of confidentiality under this Agreement, the Consultant shall on demand provide IPE Global (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to the audit(s), including:
- (a) all information requested by IPE Global within the permitted scope of the audit;
  - (b) reasonable access to any sites controlled by the Consultant and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - (c) reasonable access to its sub-contractors throughout the supply chain;
  - (d) access to the Consultant’s system;
  - (e) access to the Consultant’s Personnel.
- 12.5 Where it is found by IPE Global that any overpayment has been made to the Consultant, the Consultant shall reimburse IPE Global such amount within 30 days of the date of IPE Global’s written demand.

### **13. INTELLECTUAL PROPERTY RIGHT**

- 13.1 The Consultant agrees to assign the copyright under this Agreement to IPE Global and/or the Client of any output including but not limited to open files, plans, drawings, database, images, specifications, designs, reports, registration documents of the website, domain name, back up files, hosting rights, codes, source codes, images, designs, algorithms, Content Management System, server subscription, access, details and credentials, third-party tools, third-party systems used for monitoring, etc., HTML files and other relevant documents, content developed, etc. produced as a result of the Services, covered under this Agreement, hereinafter collectively referred to as “**MATERIALS**”. Materials produced as a result of the work covered under this Agreement together with all relevant data and supporting materials compiled in performing the Services must not be used for any purpose unrelated to this Agreement.
- 13.2 All Materials shall be the exclusive property of IPE Global and/or the Client who shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right on the Materials. The Consultant shall procure any third-party rights in respect to Materials that it requires to execute this Agreement.



- 13.3 The Consultant further acknowledges that, in the course of performance of the Agreement, the Consultant may use pre-existing products, materials and methodologies proprietary to Consultant, hereinafter collectively referred to as “**PRE-EXISTING WORKS**”. To the extent the Consultant provides any Pre-existing Works hereunder, the Consultant hereby grants to IPE Global and the Client, a nonexclusive, worldwide, perpetual, irrevocable paid-up license to use such Pre-existing Works in any medium and to grant others the rights granted therein.
- 13.4 The Consultant warrants that none of the Services, including the Materials, will infringe the intellectual property right of any third party.
- 13.5 The Consultant should not at any time during or after the Agreement divulge or allow to be divulged to any person confidential information related to the business of IPE Global other than to those persons who are involved for rendering Services under this Agreement.
- 13.6 The Consultant or the Consultant’s Personnel shall not publish, disclose or divulge any of the Materials produced under this Agreement to any third party unless directed in writing to do so by IPE Global.
- 13.7 Under no circumstances should the Consultant or Consultant's personnel interact with or disclose any information about this Agreement to or through any media, without prior approval of IPE Global. Any violation of this condition shall amount to breach of this Agreement. However, if permitted, the Consultant shall give due credit to IPE Global and the Client in such disclosures.

#### **14. CONFLICT OF INTEREST**

- 14.1 The Consultant warrants that at the time of entering into this Agreement, the Consultant is not aware of any present or future matter that may give rise to any real or perceived conflict of interest with this Agreement and/or the Project.
- 14.2 The Consultant shall use his reasonable endeavors to ensure that no conflicts of interest arise in connection with this Agreement and/or the Project and shall make available to IPE Global any information of which he is aware concerning any matter or assignment undertaken by any person connected with the Consultant that may give rise to a real or perceived conflict of interest with this Agreement and/or the Project.
- 14.3 The Consultant shall be entitled to determine in his absolute discretion whether a conflict of interest real or perceived has or is likely to arise in connection with the Consultant’s appointment under this Agreement. Accordingly, without prejudice to any other right or remedy available to IPE Global, IPE Global may terminate the Agreement in accordance with Clause 9 forthwith and without a period of notice.
- 14.4 IPE Global’s Conflict of Interest Policy Statement may be viewed at, <http://ipeglobal.com/downloads/policy/ConflictOfInterestPolicy.pdf>.

#### **15. PREVENTION OF CORRUPTION**

- 15.1 The Consultant will comply with IPE Global’s Anti-Fraud and Corruption Policy.
- 15.2 The Consultant will not offer, give or agree to give, directly or indirectly, to IPE Global, its employees, agents, contractors, associates, partners or vendors anything of value to influence improperly the actions of IPE Global or any other party. The Consultant shall ensure that its sub-contractors, if any, are aware of, and will comply with, IPE Global Anti-Fraud and Corruption Policy. IPE Global’s Anti-Fraud and Corruption Policy may be viewed at, <http://ipeglobal.com/downloads/policy/Anti-FraudAnti-CorruptionPolicy.pdf>.
- 15.3 IPE Global, the Consultant and the Consultant Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Services, whether financed in full or in part by IPE Global, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

15.4 In case of any such instances as mentioned in Clause 15.3 the below mentioned coordinates should be first contacted immediately. All suspicions will be treated with the utmost confidentiality.

- IPE Global has a Corporate Risk and Compliance Department which deals with fraud and other forms of corruption that should be contacted in the first instance at [hotline@ipeglobal.com](mailto:hotline@ipeglobal.com) or on +91-11-40755962.

## 16. INSURANCES

16.1 The Consultant shall take insurance like Medi-Claim Insurance, Personal Accidental Insurance, Employer's liability, workers' compensation insurance for their Personnel working under this Agreement and Professional Liability Insurance or any other insurances as required. The Insurance of Consultants as deployed for this assignment shall be the responsibility of Consultant.

16.2 At the request of IPE Global, or its representatives, the Consultant is required to provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

## 17. INDEMINITY

17.1 Except where arising from the negligence of IPE Global or IPE Global's employees, the Consultant shall indemnify IPE Global in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, Agreement or statutory duty, or tortious acts or omissions by the Consultant or any claims made against IPE Global by third parties in respect thereof.

## 18. DUTY OF CARE

18.1 The Consultant owes a duty of care to the Consultant's Personnel and is responsible for the health, safety, security of life and property and general well-being of such persons and their property and this includes where the Consultant's Personnel carry out the Services.

18.2 The Consultant warrants that it has and will throughout the duration of the Agreement:

- (a) carry out the appropriate risk assessment with regard to its delivery of the Services;
- (b) provide the Consultant's Personnel with adequate information, instruction, training and supervision;
- (c) have appropriate emergency procedures in place;

to enable their provision of the Services so as to prevent damage to the Consultant's Personnel's health, safety, security of life and property and general well-being.

18.3 The provision of information of any kind whatsoever by IPE Global and/or the Client to the Consultant shall not in any respect relieve the Consultant from responsibility for its obligations under this Duty of Care Clause. The positive evaluation of the Consultant's proposal for the provision of the Services and the award of this Agreement is not an endorsement by IPE Global of any arrangements which the Consultant has made for the health, safety, security of life and property and well-being of the Consultant's Personnel in relation to the provision of the Services.

18.4 The Consultant acknowledges that the IPE Global and the Client accepts no responsibility for the health, safety, security of life and property and general well-being of the Consultant's Personnel with regard to the Consultant's Personnel carrying out the Services under this Agreement.

18.5 The Consultant shall indemnify and keep indemnified IPE Global and the Client in respect of:

- (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by the Consultant, the Consultant's Personnel in connection with the performance of the Agreement;
- (b) any claim, howsoever arising, by the Consultant's Personnel or any person employed or otherwise engaged by the Consultant's, in connection with the performance of the Agreement.

18.6 The Consultant will ensure that such insurance arrangements as are made to cover the Consultant's Personnel, or any person employed or otherwise engaged by the Consultant, and pursuant to the Consultant's duty of care as referred to in this Duty of Care Clause, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

## 19. COMPLIANCE WITH IPE GLOBAL POLICIES/STATEMENTS

19.1 IPE Global requires the Consultant to have adopted and ensure its compliant of appropriate IPE Global's Policies/Statements as applicable. As a condition to receipt of this Agreement, the Consultant warrants that for the duration of the Project Period, it has adopted the following Policies/Statements and implemented related procedures and systems and established codes of practice consistent with established standards. IPE Global recognizes that the nature of appropriate policies standards will vary depending on the nature of the organization, the environment in which it operates, and it is therefore the Consultant's responsibility to determine how best to implement and maintain these standards. The Consultant's compliance with this clause may be subject to review and audit by the Client and/or IPE Global and/or its representatives. The Consultant agrees to adhere to the Policies/Statements listed below, in the provision of the Services and acknowledge that the Consultant has read and understood the Policies/Statements and shall be responsible for complying with such Policies/Statements. It is further clarified that these Policies /Statements are deemed to be incorporated in this Agreement.

- (a) Anti-Fraud and Anti-Corruption Policy – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/ipe020785\\_Anti-FraudAnti-CorruptionPolicy.pdf](http://www.ipeglobal.com/upload/content/ipe020785_Anti-FraudAnti-CorruptionPolicy.pdf)
- (b) Conflict of Interest Policy – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/ipe43b9b4\\_ConflictOfInterestPolicy.pdf](http://www.ipeglobal.com/upload/content/ipe43b9b4_ConflictOfInterestPolicy.pdf)
- (c) Equity and Diversity Policy – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/ipe88c8f6\\_IPE.HR.Policy.02%20~%20Equity%20and%20Diversity%20Policy.pdf](http://www.ipeglobal.com/upload/content/ipe88c8f6_IPE.HR.Policy.02%20~%20Equity%20and%20Diversity%20Policy.pdf)
- (d) Information Technology (IT) Policy – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/ipec5d611\\_IT-Policy.pdf](http://www.ipeglobal.com/upload/content/ipec5d611_IT-Policy.pdf)
- (e) Prevention of Sexual Harassment Policy – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/ipe0ca40f\\_IPE.HR.Policy.03%20~%20Prevention%20of%20Sexual%20Harassment%20Policy\\_17April2017.pdf](http://www.ipeglobal.com/upload/content/ipe0ca40f_IPE.HR.Policy.03%20~%20Prevention%20of%20Sexual%20Harassment%20Policy_17April2017.pdf)
- (f) Child Protection Policy – accessible on IPE Global's website at: [http://ipeglobal.com/upload/content/ipe6639a2\\_IPE.HR.Policy.05%20~%20Child%20Protectio n%20Policy.pdf](http://ipeglobal.com/upload/content/ipe6639a2_IPE.HR.Policy.05%20~%20Child%20Protectio n%20Policy.pdf)
- (g) Modern Slavery and Human Trafficking Statement – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/180430Img\\_6b49f3\\_ipe83b76f\\_2205\\_001.pdf](http://www.ipeglobal.com/upload/content/180430Img_6b49f3_ipe83b76f_2205_001.pdf)
- (h) Policy on Prevention of Sexual Exploitation and Abuse – accessible on IPE Global's website at: [http://ipeglobal.com/upload/content/180504Img\\_e0523e\\_preventionofsexualexploitationand abuse.pdf](http://ipeglobal.com/upload/content/180504Img_e0523e_preventionofsexualexploitationand abuse.pdf)
- (i) The Whistle Blower Policy – accessible on IPE Global's website at: [http://www.ipeglobal.com/upload/content/180427Img\\_5f87d0\\_ipeglobalwhistleblowerpolicy.pdf](http://www.ipeglobal.com/upload/content/180427Img_5f87d0_ipeglobalwhistleblowerpolicy.pdf)

19.2 IPE Global may vary or rescind any policies and/or procedures from time to time, in its absolute discretion. Not complying with IPE Global policies and/or procedures can lead to breach of this Agreement.

## 20. FLOW DOWN OF CLIENT SPECIFIED TERMS AND CONDITIONS

20.1 The Prime Contract is entered between IPE Global and the Client. The Prime Contract requires that Standard Provisions & Mandatory Provisions for Non-U.S., Non-governmental Recipients flow down

to Consultant. Some of the key “MSP” = Mandatory Standard Provision; “RAA” = Required as Applicable Provision are indicated in the table below and are hereby incorporated in this Agreement. The full text of these clauses, are available at USAID’s Internet Web site at <https://www.usaid.gov/ads/policy/300/303mab> and shall be deemed to form and be read and construed as an integral part of this Agreement. Consultant further confirms that it shall be responsible to the Client and/or to IPE Global (as the case may be) on back-to-back basis for complying with the terms of the Standard Provisions for Non-U.S., Non-governmental Recipients – which are mentioned at <https://www.usaid.gov/ads/policy/300/303mab> – for Consultant’s part of performance of Services under this Agreement.

MANDATORY STANDARD PROVISIONS & REQUIRED AS APPLICABLE STANDARD PROVISIONS		
TYPE	NO.	TITLE (VERSION DATE)
MSP	M1	Allowable Costs (November 2020)
MSP	M2	Accounting, Audit and Records (March 2021)
MSP	M6	USAID Eligibility Rules for Procurement of Commodities and Services (May 2020)
MSP	M7	Title to and use of Property (December 2014)
MSP	M9	Marking and Public Communications under USAID-Funded Assistance (December 2014)
MSP	M10	Award Termination and Suspension (December 2014)
MSP	M11	Recipient and Employee Conduct (June 2018)
MSP	M12	Debarment and Suspension (June 2012)
MSP	M14	Preventing Transactions With, or the Provision of Resources or Support to, Sanctioned Groups and Individuals (May 2020)
MSP	M15	Trafficking in Persons (April 2016)
MSP	M16	Voluntary Population Planning Activities – Mandatory Requirements (May 2006)
MSP	M20	Limiting Construction Activities (August 2013)
MSP	M22	Pilot Program for Enhancement of Grantee Employee Whistle-blower Protections (September 2014)
MSP	M25	Child Safeguarding (June 2015)
MSP	M26	Mandatory Disclosures (November 2020)
MSP	M27	Non Discrimination Against Beneficiaries (November 2016)
MSP	M28	Conflict of Interest (August 2018)
RAA	RAA22	Prohibition on the Use of Anti-Trafficking Funds to Promote, Support, or Advocate for the Legalization or Practice of Prostitution (June 2012)
RAA	RAA23	Voluntary Population Planning Activities – Supplemental Requirements (January 2009)
RAA	RAA25	Condoms (Assistance) (September 2014)
RAA	RAA26	Prohibition on the promotion or advocacy of the legalization or practice of prostitution or sex trafficking (Assistance) (September 2014)

20.2 IPE Global, USAID/India, the U.S. Comptroller General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Consultant which are directly related to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. To the extent USAID regulations are incorporated herein pursuant to this section, to make such clauses meaningful, Consultant shall be considered to be "Contractor" and IPE Global shall be considered "Government" or "USAID." Consultant shall, upon IPE Global’s request, execute and deliver to IPE Global all representations, certificates and other documents and take all such other actions that may be required by provisions of the applicable USAID or other U.S. procurement regulations.

20.3 The Consultant confirms that it shall be responsible to the Client and/or to IPE Global (as the case may be) on back-to-back basis for complying with all terms and conditions of the Prime Contract

between the Client and IPE Global for the part, which relates to Consultant's obligation for performance of Services under this Agreement.

## **21. PROHIBITION ON ABORTION-RELATED ACTIVITIES**

- 21.1 No funds made available under this Agreement and/or any future and prospective Call-down Contracts 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.
- 21.2 No funds made available under this Agreement 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.
- 21.3 In the event IPE Global has reasonable cause to believe that Consultant or any of its members, employees, agents, affiliates and/or Sub-Contractors may have violated its undertaking not to perform or actively promote abortion as a method of family planning, Consultant must make available to IPE Global such books and records and other information as IPE Global may reasonably request to determine whether a violation of that undertaking has occurred.

## **22. CONSULTANT'S COVENANTS:**

- 22.1 That there is no pending, current or threatened internal or external investigations or proceedings relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour connected with the Consultant or any of its senior management and staff.
- 22.2 That in the past 10 years the Consultant warrants that neither the Consultant nor any of its senior management and staff:
- a. Has ever been in situation of bankruptcy, insolvent, unable to pay his or its debts, nor have sought protection from their creditors, been wound-up or compulsorily dissolved by any court or tribunal or been involved in any insolvency and bankruptcy proceedings.
  - b. Has ever been convicted of a criminal offence in any country related to fraud, theft, bribery, corruption, money laundering, human rights violations, tax-evasion, social security violation, anti-competitive or other unlawful or unethical behaviour.
  - c. Has ever entered into any deferred prosecution agreement, settlement agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unlawful or unethical, behaviour;
  - d. Has ever been convicted of an offence related to abuse of children;
  - e. Has ever been listed by any country or Organization or any authority for being involved in terrorism or money-laundering activities;
  - f. Has ever received or been the subject of allegations or press/media reports of misconduct - including fraud, bribery, theft, corruption, money laundering, human rights violations, anti-competitive behaviour (including bid-rigging, cartels, collusion or coercion), damage to the environment, health or safety of employees or employment or abuse of children;
  - g. Has ever had cancelled or revoked or failed to hold any licence or membership of an Organization/firm required by law;

- h. Has been currently sanctioned by, disqualified, blacklisted, barred or suspended from doing business with any government, national or public international organization/firm including any multilateral development bank.

### **23. OTHER CONDITIONS**

- 23.1 Invoice must contain name, address, GSTIN and such other particulars as stated in this Agreement.
- 23.2 Words importing one gender include the other gender and words importing the singular include the plural and vice versa.
- 23.3 The Consultant within the end of the Agreement's End Date shall provide IPE Global with independent assurance that IPE Global funds have been used for the intended purposes. It is further clarified that no profit shall be retained by Consultant out of the funds provided by IPE Global under this Agreement.
- 23.4 Notwithstanding this, in the event of the Project for which the Consultant is being engaged, comes to an end before the aforementioned period, this Agreement shall be co-terminus with the aforementioned Project.
- 23.5 The Consultant will be responsible for its own travel visa and other applicable approvals and permits while working under this Agreement.
- 23.6 The Consultant will be responsible for compliance with all laws and regulations of the Government of India. IPE Global does not assume any liability for any third-party claims arising out of this Agreement or for any taxes like GST, tax payable by Consultant on the payable amounts under this Agreement, etc. or by whatever name called in the country of Consultant or elsewhere.
- 23.7 It is further clarified that it will be the responsibility of the Consultant to get itself registered and duly pay the GST as per applicable law and the same is uploaded on the GST Network to enable the Company to take necessary Input Tax Credit (ITC), failing which the Company would retain such amounts.
- 23.8 In case of a GST invoice, the Consultant shall ensure that such invoice is complied as per the GST Rules and has GSTIN and address on the invoice.
- 23.9 The Consultant shall ensure that the invoice is complied as per the GST Rules and has GSTIN and address on the invoice.
- 23.10 The Consultant shall ensure that the funds are never used for, and the Consultant shall not engage in, (i) any party-political activity, (ii) any activity to carry out religious conversions.
- 23.11 Withholding taxes, as applicable shall be deducted from fees payable under this Agreement.
- 23.12 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between IPE Global and the Consultant.
- 23.13 While rendering Services under this Agreement, the Consultant shall represent IPE Global in any meeting, discussion, representation, etc. This Agreement being between IPE Global and the Consultant, the Consultant or its Personnel/Employees/Staff/Consultants/Resources will not directly or indirectly deal or interact with Client, or any third party associated with this Project in any manner. This Agreement is between IPE Global and the Consultant and should not be deemed to have any contractual or otherwise relationship with the Client.
- 23.14 This Agreement constitutes the entire agreement between the Parties in respect of Consultant obligations and supersedes all previous communications (whether written or oral) between the Parties.
- 23.15 If any provision of this Agreement shall be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any respect be affected or impaired thereby.

- 23.16 Section headings used herein are for convenience of reference only, are not part of the Agreement and shall not affect the construction of, or be taken into consideration in interpreting, the Agreement.
- 23.17 In the event of translation, the English text of this document will prevail. Any amendments to the provisions contained within this Agreement will be set out in writing and approved by the authorised personal through IPE Global’s standard amendment letter or, where significant, a revised Agreement.
- 23.18 Current situation of outbreak of Covid-19 and similar situations in future will not be considered as a force majeure for purposes of Services under this Agreement. The Consultant at all times will ensure to deliver their respective Services as per the Statement of Work in this kind of emergent situations.
- 23.19 The Consultant’s obligations shall include, but not be limited to, a requirement that the Consultant employ all funds received under this assignment solely for Project purposes, and use reasonable efforts to ensure that funds received under this assignment are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities. The Consultant hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.
- 23.20 The Consultant shall immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to:
- [hotline@ipeglobal.com](mailto:hotline@ipeglobal.com) or on +91 11 40755962.
- 23.21 It is clarified that Consultant would not be entitled to any indirect, special, punitive, incidental or consequential damages of whatsoever nature.
- 23.22 This Agreement shall be construed, governed and interpreted in accordance with the applicable laws of India and courts of New Delhi shall have exclusive jurisdiction on this Agreement. Both Parties to this Agreement will make every attempt to resolve in an amicable way all difference concerning the interpretation of this Agreement and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Agreement or breach thereof, shall be referred to an Arbitrator to be appointed in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 of India and rules made there under as amended from time to time and the decision of the Arbitrator shall be final and binding upon both Parties. Place of arbitration shall be New Delhi, India.

If this original Agreement is not returned to IPE Global duly completed, signed and dated by the Consultant within 10 working days of the date of signature on behalf of IPE Global, IPE Global will be entitled, at its sole discretion, to declare this Agreement void. No payment will be made to the Consultant under this Agreement until a copy of the Agreement, signed on behalf of the Consultant is returned to IPE Global.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable Laws of India.

**\*\*END OF SECTION II: GENERAL CONDITIONS OF AGREEMENT\*\***



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**SECTION III: STATEMENT OF WORK**

**\*\*END OF SECTION III: STATEMENT OF WORK\*\***

**SECTION IV: STANDARD PROVISIONS FOR NON-U.S. NON-GOVERNMENTAL ORGANIZATIONS**

The Prime Contract requires that Standard Provisions & Mandatory Provisions for Non-U.S., Non-governmental Recipients flow down to Consultant. The full text of the key “MSP” = Mandatory Standard Provision; “RAA” = Required as Applicable Provision are indicated in the table below and are hereby incorporated in this Agreement and shall be deemed to form and be read and construed as an integral part of this Agreement.

To the extent USAID regulations are incorporated herein pursuant to this Section – IV, to make such clauses meaningful, the words "Contractor" or “Recipient” shall mean Consultant and the words "Government" or "USAID" shall also mean IPE Global.

It is further clarified that the below mentioned “MSP” = Mandatory Standard Provision; “RAA” = Required as Applicable Provisions must be included by Consultant in all subawards/sub-contracts executed under this Contract and also Consultant shall make the sub-awardees/sub-contractors providing services under such sub-awards/sub-contracts aware of these Provisions.

Mandatory Standard Provisions & Required as Applicable Standard Provisions		
Type	No.	Title (Version Date)
MSP	M1	<p><b>Allowable Costs (November 2020)</b></p> <ol style="list-style-type: none"> <li>The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):                      2 CFR 200, Subpart E, Cost Principles                      48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations</li> <li>It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO’s written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.</li> <li>USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, “Procurement Policies.”</li> <li>The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, “Accounting, Audit, and Records.”</li> </ol> <p>This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.</p>
MSP	M2	<p><b>Accounting, Audit and Records (March 2021)</b></p> <p><b>a. Accounting, Retention, and Access to Records</b></p> <ol style="list-style-type: none"> <li>The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award.</li> <li>Such records must comply with accounting principles generally accepted in the</li> </ol>

Mandatory Standard Provisions & Required as Applicable Standard Provisions		
Type	No.	Title (Version Date)
		<p>U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.</p> <p>3. The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents.</p> <p><b>B. Audits</b></p> <p>1. The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.</p> <p>(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.</p> <p>(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.</p> <p>(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.</p> <p>2. The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.</p> <p>3. USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.</p> <p><b>C. Subawards and Contracts.</b></p> <p>1. If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level</p>

Mandatory Standard Provisions & Required as Applicable Standard Provisions		
Type	No.	Title (Version Date)
		<p>of effort; earmarking; and reporting.</p> <p>2. This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.</p>
MSP	M6	<p><b>USAID Eligibility Rules for Procurement of Commodities and Services (May 2020)</b></p> <p>a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.</p> <p>b. Ineligible and Restricted Commodities and Services:</p> <p>(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:</p> <ul style="list-style-type: none"> <li>(i) Military equipment,</li> <li>(ii) Surveillance equipment,</li> <li>(iii) Commodities and services for support of police or other law enforcement activities,</li> <li>(iv) Abortion equipment and services,</li> <li>(v) Luxury goods and gambling equipment, or</li> <li>(vi) Weather modification equipment.</li> </ul> <p>(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision “Debarment and Suspension” and Standard Provision “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals” must not be used to provide any commodities or services funded under this award.</p> <p>(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:</p> <ul style="list-style-type: none"> <li>(i) Agricultural commodities,</li> <li>(ii) Motor vehicles,</li> <li>(iii) Pharmaceuticals,</li> <li>(iv) Pesticides,</li> <li>(v) Used equipment,</li> <li>(vi) U.S. Government-owned excess property, or</li> <li>(vii) Fertilizer.</li> </ul> <p>c. Source and Nationality:</p> <p>Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.</p>

Mandatory Standard Provisions & Required as Applicable Standard Provisions		
Type	No.	Title (Version Date)
		<p>d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase. e.</p> <p>B. This provision must be included in all subawards and contracts, which include procurement of commodities or services.</p>
MSP	M7	<p><b>Title to and use of Property (December 2014)</b></p> <p>a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.</p> <p>b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:</p> <p>(1) Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient’s policy, lower limits may be established.</p> <p>(2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.</p> <p>(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.</p> <p>(4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.</p> <p>c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:</p> <p>(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.</p> <p>(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:</p> <p>(i) Activities funded by USAID, then</p> <p>(ii) Activities funded by other United States Government (USG) agencies, then</p> <p>(iii) As directed by the Agreement Officer (AO).</p> <p>d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:</p> <p>(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.</p> <p>(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.</p> <p>(3) A control system must be in effect to maintain the Property and ensure</p>

Mandatory Standard Provisions & Required as Applicable Standard Provisions		
Type	No.	Title (Version Date)
		<p>adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.</p> <p>e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.</p> <p>(1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.</p> <p>(2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.</p> <p>(3) Real or intangible property, of any value.</p> <p>f. The recipient must dispose of Property at the end of this award in accordance with the recipient’s property disposition report, unless the AO directs the recipient in writing within 60 days of the AO’s receipt of the recipient’s property disposition report to dispose of the Property in a different manner. Disposition may include the following:</p> <p>(1) The recipient may retain title with no further obligation to USAID.</p> <p>(2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.</p> <p>(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.</p> <p>g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.</p> <p>h. This provision must be included in all subawards and contracts.</p>
MSP	M9	<p><b>Marking and Public Communications under USAID-Funded Assistance (December 2014)</b></p> <p>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 standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required presidential initiative or related identity) is available on the USAID Web site at <a href="http://www.usaid.gov">www.usaid.gov</a>. 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:</p> <p>(1) Programs, projects, activities, public communications, and commodities</p>

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		<p>partially or fully funded by USAID;</p> <p>(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;</p> <p>(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;</p> <p>(4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and</p> <p>(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.</p> <p>b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.</p> <p>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.</p> <p>d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:</p> <p style="padding-left: 40px;">"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."</p> <p>e. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:</p> <p style="padding-left: 40px;">“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.”</p> <p>f. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.</p> <p>g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:</p> <p style="padding-left: 40px;">(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;</p> <p style="padding-left: 40px;">(2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;</p>

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		<p>(3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;</p> <p>(4) Impair the functionality of an item;</p> <p>(5) Incur substantial costs or be impractical;</p> <p>(6) Offend local cultural or social norms, or be considered inappropriate; or</p> <p>(7) Conflict with international law.</p> <p>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.</p> <p>(1) Approved waivers “flow down” to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.</p> <p>(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</p> <p>i. The recipient must include the following marking provision in any sub agreements entered into under this award:</p> <p>“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”</p>
MSP	M10	<p><b>Award Termination and Suspension (December 2014)</b></p> <p>a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, “Notices.” The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.</p> <p>b. USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.</p> <p>c. 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.</p> <p>d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent</p>



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		<p>possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.</p> <p>e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a noncancelable legally binding transaction applicable to this award.</p> <p>f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."</p> <p>g. The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in paragraph c.</p>
MSP	M11	<p><b>Recipient and Employee Conduct (June 2018)</b></p> <p>a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.</p> <p>b. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.</p> <p>c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.</p> <p>d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.</p> <p>(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations.</p>

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		<p>(2) Any outside business dealings of the recipient’s employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient’s employees, other than work to be performed under this award.</p> <p>e. As part of the recipient’s internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General’s Bulletin - Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).</p> <p>f. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient’s Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.</p> <p>g. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.</p> <p>h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.</p> <p>g. The substance of this provision, including this paragraph g., must be included in all subawards. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient’s Chief of Party.</p>
MSP	M12	<p><b>Debarment and Suspension (June 2012)</b></p> <p>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) (<a href="http://www.sam.gov">www.sam.gov</a>) 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.</p> <p>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.</p> <p>c. The recipient must notify the Agreement Officer immediately upon learning that it</p>

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		<p>or any of its principals, at any time prior to or during the duration of this award:</p> <ol style="list-style-type: none"> <li>(1) Are presently excluded or disqualified from doing business with any U.S. Government entity;</li> <li>(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;</li> <li>(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</li> <li>(4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.</li> </ol> <p>Principal means—</p> <ol style="list-style-type: none"> <li>(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</li> <li>(2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—               <ol style="list-style-type: none"> <li>(i) Is in a position to handle Federal funds;</li> <li>(ii) Is in a position to influence or control the use of those funds; or,</li> <li>(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.</li> </ol> </li> </ol> <p>e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subawards or contracts entered into under this award.</p>
MSP	M14	<p><b>Preventing Transactions With, or the Provision of Resources or Support to, Sanctioned Groups and Individuals (May 2020)</b></p> <ol style="list-style-type: none"> <li>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 (<a href="https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx/">https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx/</a>) or on the UN Security Council consolidated list (<a href="https://www.un.org/securitycouncil/content/un-sc-consolidated-list">https://www.un.org/securitycouncil/content/un-sc-consolidated-list</a>).</li> <li>b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.</li> <li>c. The Recipient must include this provision in all subawards and contracts issued under this award.</li> </ol>
MSP	M15	<p><b>Trafficking in Persons (April 2016)</b></p> <ol style="list-style-type: none"> <li>a. The recipient, sub awardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:               <ol style="list-style-type: none"> <li>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;</li> </ol> </li> </ol>

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		<p>2) Procurement of a commercial sex act during the period of this award;</p> <p>3) Use of forced labor in the performance of this award;</p> <p>4) Acts that directly support or advance trafficking in persons, including the following acts:</p> <ul style="list-style-type: none"> <li>i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;</li> <li>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: <ul style="list-style-type: none"> <li>a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or</li> <li>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;</li> </ul> </li> <li>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;</li> <li>iv. Charging employees recruitment fees; or</li> <li>v. Providing or arranging housing that fails to meet the host country housing and safety standards.</li> </ul> <p>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).</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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</li> </ul>

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		<p>requirements or explains any variance.</p> <p>(4) A housing plan, if the recipient or any sub awardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.</p> <p>(5) Procedures for the recipient to prevent any agents or sub awardee 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 sub awardee or sub awardee employees that have engaged in such activities.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
MSP	M16	<p><b>Voluntary Population Planning Activities – Mandatory Requirements (May 2006)</b></p> <p><b>a. Requirements for Voluntary Sterilization Programs</b></p> <p>(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.</p> <p><b>b. Prohibition on Abortion-Related Activities:</b></p> <p>(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.</p> <p>(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.</p>

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MSP	M20	<p><b>Limiting Construction Activities (August 2013)</b></p> <p><b>Applicability:</b> In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert “Construction is not eligible for reimbursement under this award” in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.</p> <p><b>Limiting Construction Activities (August 2013)</b></p> <p>a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.</p> <p>b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.</p> <p>c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.</p> <p>d) Description [Type of construction and location(s)]</p> <p>e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.</p>
MSP	M22	<p><b>Pilot Program for Enhancement of Grantee Employee Whistle-blower Protections (September 2014)</b></p> <p>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.</p> <p>The Grantee must:</p> <ol style="list-style-type: none"> <li>1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and</li> <li>2. Include such requirement in any subaward or subcontract made under this award.</li> </ol> <p>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.</p> <p>Whistleblowing is defined as making a disclosure "that the employee reasonably</p>

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		<p>believes" is evidence of any of the following:</p> <ul style="list-style-type: none"> <li>Gross mismanagement of a Federal contract or grant;</li> <li>A gross waste of Federal funds;</li> <li>An abuse of authority relating to a Federal contract or grant;</li> <li>A substantial and specific danger to public health or safety; or</li> <li>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).</li> </ul> <p>To qualify under the statute, the employee's disclosure must be made to:</p> <ul style="list-style-type: none"> <li>● A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;</li> <li>● A cognizant U.S. Inspector General;</li> <li>● The U.S. Government Accountability Office;</li> <li>● A Federal employee responsible for contract or grant oversight or management at the relevant agency;</li> <li>● A U.S. court or grand jury; or,</li> <li>● A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.</li> </ul>
MSP	M25	<p><b>Child Safeguarding (June 2015)</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. Prohibit all personnel from engaging in child abuse, exploitation, or neglect;</li> <li>3. Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;</li> <li>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;</li> <li>5. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and</li> <li>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.</li> </ol> <p>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).</p> <p>c) The following definitions apply for purposes of this provision:</p>

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		<ol style="list-style-type: none"> <li>1. Child: A child or children are defined as persons who have not attained 18 years of age.</li> <li>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. 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.</li> <li>3. Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.</li> <li>4. 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.</li> <li>5. 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.</li> <li>6. 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.</li> </ol> <p>d) The recipient must insert the provisions in (a) and (b) in all subawards under this award.</p>
MSP	M26	<p><b>Mandatory Disclosures (November 2020)</b></p> <p>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.</p> <p>Disclosures must be sent to:</p> <p>U.S. Agency for International Development  Office of the Inspector General  P.O. Box 657  Washington, DC 20044-0657  Phone: <a href="tel:1-800-230-6539">1-800-230-6539</a> or <a href="tel:202-712-1023">202-712-1023</a></p>



Mandatory Standard Provisions & Required as Applicable Standard Provisions		
Type	No.	Title (Version Date)
		<p>Email: <a href="mailto:jg.hotline@usaid.gov">jg.hotline@usaid.gov</a></p> <p>URL: <a href="https://oig.usaid.gov/content/usaid-contractor-reporting-form">https://oig.usaid.gov/content/usaid-contractor-reporting-form</a>.</p> <p>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).</p> <p>The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.</p>
MSP	M27	<p><b>Non Discrimination Against Beneficiaries (November 2016)</b></p> <p>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.</p> <p>B. The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.</p>
MSP	M28	<p><b>Conflict of Interest (August 2018)</b></p> <p>A. A conflict of interest in the award, administration, or monitoring of subawards arises when an 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.</p> <p>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 standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest.</p> <p>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.</p> <p>D. The recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.</p> <p>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</p>

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		<p>award within 10 calendar days of the discovery of the conflict of interest.</p> <p>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.</p> <p>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.</p> <p>H. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.</p> <p>I. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.</p>
RAA	RAA22	<p><b>Prohibition on the Use of Anti-Trafficking Funds to Promote, Support, or Advocate for the Legalization or Practice of Prostitution (June 2012)</b></p> <p>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.</p> <p>None of the funds made available under this award may be used to promote, support, or advocate the legalization or practice of prostitution. However, this prohibition does not preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted in such victims being trafficked. The recipient must insert this provision in all sub agreements under this award.</p>
RAA	RAA23	<p><b>Voluntary Population Planning Activities – Supplemental Requirements (January 2009)</b></p> <p><b>Applicability:</b> This provision is applicable to all awards involving any aspect of voluntary population planning activities.</p> <p><b>a. Voluntary Participation and Family Planning Methods:</b></p> <p>(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.</p> <p>(2) Activities which provide family planning services or information to individuals, financed, in whole or in part, under this award, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.</p> <p><b>b. Requirements for Voluntary Family Planning Projects</b></p> <p>(1) A family planning project must comply with the requirements of this paragraph.</p> <p>(2) A project is a discrete activity through which a governmental or nongovernmental organization or Public International Organization (PIO)</p>

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		<p>provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.</p> <p>(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.</p> <p>(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor, or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.</p> <p>(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person’s decision not to accept family planning services offered by the project.</p> <p>(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.</p> <p>(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.</p> <p>(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.</p> <p>(9)</p> <p>i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs b.(3), b.(4), b.(5), or b.(7).</p> <p>ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of</p>

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		<p>subparagraph b.(6) and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.</p> <p>iii) The recipient must provide USAID such additional information about violations as USAID may request.</p> <p><b>c. Additional Requirements for Voluntary Sterilization Programs</b></p> <p>(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.</p> <p>(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.</p> <p>(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.</p> <p>(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.</p> <p><b>d. Prohibition on Abortion-Related Activities:</b></p> <p>(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.</p>

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		<p>(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.</p> <p>The recipient must insert this provision in all subsequent sub-agreements, including subawards and contracts, involving family planning or population activities that will be supported, in whole or in part, from funds under this award.</p>
RAA	RAA25	<p><b>Condoms (Assistance) (September 2014)</b></p> <p><b>APPLICABILITY:</b> 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.</p> <p>Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled “USAID HIV/STI Prevention and Condoms”. This fact sheet may be accessed at:</p> <p><a href="http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf">http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf</a></p>
RAA	RAA26	<p><b>Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance) (September 2014)</b></p> <p>(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.</p> <p>(b)(1) Except as provided in (b)(2), by accepting this award or any subaward, a nongovernmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.</p> <p>(b)(2) The following organizations are exempt from (b)(1):</p> <ul style="list-style-type: none"> <li>(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.</li> <li>(ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.</li> <li>(iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.</li> </ul> <p>(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS</p>

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		<p>programs under this assistance award, any subaward, or procurement contract or subcontract by:</p> <p>(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;</p> <p>(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or</p> <p>(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient’s chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).</p> <p>(c) The following definitions apply for purposes of this provision:</p> <p>“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.</p> <p>“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.</p> <p>“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).</p> <p>(d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities.</p> <p>(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.</p>

Consultant further confirms that it shall be responsible to the Client and/or to IPE Global (as the case may be) on back-to-back basis for complying with the terms of the Standard Provisions for Non-U.S., Non-governmental Recipients – which are mentioned at <https://www.usaid.gov/ads/policy/300/303mab> – for Consultant’s part of performance of Services under this Agreement. These provisions shall also be construed as an integral part of the Agreement.

**\*\*END OF SECTION IV: STANDARD PROVISIONS FOR NON-U.S. NON-GOVERNMENTAL ORGANIZATIONS \*\***

## SECTION V: MODEL CALL-DOWN CONTRACT

Framework Agreement with: [Name of the Consultant]

Framework Agreement Ref. No.: IPE-FWA-PAHAL\_2022 (000) - ABC

Framework Agreement for:

Call-down Contract Ref. No.: IPE-CDC-PAHAL\_2022 (000) - ABC

Call-down Contract For: \_\_\_\_\_

Call-down Purchase Order Number: [insert PO number]

IPE Global Limited ("IPE GLOBAL") refers to the following:

- A. The above-mentioned Framework Agreement dated **XXXXXXXX XX, 20XX**;
- B. IPE Global's Request for Quotes Ref. No.: \_\_\_\_\_; Dated: \_\_\_\_\_;
- C. Consultant's Proposal Dated: \_\_\_\_\_;

IPE Global requires the Consultant to provide the Services as stated in Terms of Reference (**ANNEXURE – I**), under the Sections – **(i) Form of Agreement; (ii) General Conditions of Agreement; (iii) Statement of Work; and (iv) Standard Provisions for Non-U.S. Non-Governmental Organizations** – of the Framework Agreement, as referred above, which shall apply to this Call-down Contract (hereinafter referred to as "**CONTRACT**") as if expressly incorporated herein.

## 1. COMMENCEMENT AND DURATION OF THE SERVICES

- 1.1 The Consultant shall start the Services no later than **[insert date]** ("the Start Date") and the Services shall be completed by **[insert date]** ("the End Date") unless the Call-down Contract and/or the Framework Agreement is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

## 2. REMUNERATION

- 2.1 IPE Global will make such payments to the Consultant in accordance with the attached Schedule of Price and Payment mentioned in **ANNEXURE – II**. In any event, payments under this Contract will not exceed a financial limit of **INR XXXX/- (INDIAN RUPEES XXXXXXXX ONLY)**; hereinafter referred as the "**FINANCIAL LIMIT**". The Financial Limit is inclusive of all applicable taxes, by whatever name called. However, Goods and Services Tax (GST), subject to the provision of GST Rules, shall be paid in addition to this price, if and as per applicable laws.
- 2.2 No expenditure shall be incurred in excess of the Financial Limit other than those expressly provided in Annexure – II without prior written approval of the Project Manager and amendment to this effect is executed between the Parties. Any bank charges levied by Consultant's bank shall be borne by the Consultant.
- 2.3 Payments payable by IPE Global for the Services under this Contract are deemed to cover the cost of remuneration, overseas inducements, leave allowances, bonuses, profit, taxes, insurances including insurance cover for any repatriation cost, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visa, vaccinations, overheads and expenses of whatsoever nature that may be incurred by Consultant in the delivery of the Services except where otherwise specifically provided for in this Contract.
- 2.4 The Professional fees and/or rates payable to the Consultant as stated in this Contract are not subject to any escalation during the performance of the Contract and/or the Project.

- 2.5 The input days is budgeted as per the effort required to deliver the outputs under this Contract. However, the financial limits as mentioned in Annexure – II is firm and fixed and shall not exceed even if the number of actual input days exceeds the budgeted days.
- 2.6 The input of Consultant is budgeted as per the effort required to deliver the outputs under this Contract. The Financial Limit as mentioned in Annexure – II is firm and fixed and shall not attract any escalation during the tenure of this Contract.
- 2.7 The payments would be paid on actual input days spent by the Consultant for rendering Services under this Contract.
- 2.8 Consultant shall submit duly filled Invoice as the suggested format attached in **ANNEXURE – III**) and complied with GST Network laws, with its Goods and Services Tax Identification Number (**GSTIN**) and address as a mandatory compliance with other necessary supporting documentation duly approved by the Project Manager. For payment purposes, the invoice shall be sent to the below-mentioned address and a scanned & signed copy to be emailed to the to the Project Manager:

**IPE Global Limited**

B-84, Defence Colony  
 New Delhi – 110024  
 INDIA

**GSTIN: 07AAACI5794A1ZP**

**3. TERMS OF PAYMENT**

- 3.1 All payments under this Contract shall be made to the Consultant’s bank account, as per the details mentioned below, through Bank Transfer or Cheque. Any changes in the below-mentioned bank details would be done by way of amendment to this Contract.

<b>BANK NAME:</b>	
<b>BANK ACCOUNT NAME:</b>	
<b>BANK ACCOUNT NO:</b>	
<b>BRANCH IFSC/SWIFT CODE:</b>	
<b>BRANCH ADDRESS:</b>	

- 3.2 All payment shall be made against the receipt of a Valid Invoice<sup>1</sup>, upon approval of the Deliverable/Reports/Milestones/Time Sheets by the Project Manager and/or the Client as elucidated in Annexure – III of this Contract. The payment will be made generally within **30 days** from the receipt of Valid Invoice. All payments under this contract shall be made in **INR**.
- 3.3 Statutory Income Tax deduction, as applicable, will be made from the invoiced fee for the Services rendered to IPE Global as per prevailing laws. TDS Certificate will be furnished as per existing laws. The responsibility of paying tax on total income and filing the Income Tax returns shall be of the Consultant.
- 3.4 In case the Client withholds part or full payment relating to Consultant’s inputs for reasons of quality of outputs not meeting required standards, IPE Global will withhold the same amount of payment to the Consultant. The Consultant will be expected to improve the outputs and on approval of the same by Client, balance payments will be released to the Consultant.

<sup>1</sup> An invoice is termed ‘**Valid Invoice**’ when it is submitted with Goods and Services Tax Identification Number (**GSTIN**) and registered address, clearly specifying the break-up of GST charges, (in case applicable) along with approved conforming Deliverables/Milestones/Payments/Reports/Time Sheets and supported by relevant information, supporting documents, vouchers, etc. and on receipt of conforming payment from the Client, as laid down in the Contract/Amendment/Addendum.



- 3.5 Any disallowances by the Client directly attributable to the Consultant will be deducted from payment to the Consultant. The Consultant will assist in appealing and re-invoicing for any such disallowance.
- 3.6 If for any reason, the Client and/or IPE Global is dissatisfied with the performance of the Consultant an appropriate sum may be withheld from any payment otherwise due. Payments of outstanding dues shall be made on the remedy of unsatisfactory work or resolution of outstanding queries.

**4. CONSULTANT’S KEY PERSONNEL**

- 4.1 The following of the Consultant's Personnel (as identified in Consultant’s Proposal) cannot be substituted by the Consultant without IPE Global’s prior approval. Failure to deploy Key Personnel without reasonable excuse may result in suspension or termination of the Framework Agreement and the relevant Call-down Contract(s).

DESIGNATION	NAME

**5. CALL-DOWN CONTRACT SIGNATURE**

- 5.1 If the original Form of Call-down Contract is not returned to the IPE Global duly completed, signed and dated on behalf of the Consultant within 10 (Ten) working days of the date of signature on behalf of IPE Global, IPE Global will be entitled, at its sole discretion, to declare this Call-down Contract void.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the day and year first written below.

**DATED: XXXXX 00, 20XX**

**FOR AND ON BEHALF OF:  
IPE GLOBAL LIMITED**

**NAME:**

**DESIGNATION:**

**SIGNATURE:**

**FOR AND ON BEHALF OF:**

\_\_\_\_\_

**NAME:**

**DESIGNATION:**

**SIGNATURE:**

SCC Ref.:	IPE-SCC_DOM-2022 (000) – ABC
ERP PO No.:	0000

**ANNEXURE – I: TERMS OF REFERENCE**

**\*\*END OF ANNEXURE – I: TERMS OF REFERENCE\*\***

SCC Ref.:	IPE-SCC_DOM-2022 (000) – ABC
ERP PO No.:	0000

**ANNEXURE – II: SCHEDULE OF PRICE AND PAYMENT**

**I. SCHEDULE OF PRICE**

**A. Professional Fee**

SL. NO	NAME	DESIGNATION	RATE (IN INR)	UNIT (IN MONTHS)	AMOUNT (IN INR)
1					
2					
3					
4					
5					
6					
<b>SUB-TOTAL (A) IN INR</b>					

**B. Project Expenses (On Actuals)**

SL. NO	PARTICULAR	RATE (IN INR)	UNIT (IN MONTHS)	AMOUNT (IN INR)
1				
2				
3				
4				
<b>SUB-TOTAL (B) IN INR</b>				
<b>GRAND TOTAL (A+B) in INR</b>				

- The amount of fee/expenses/rates under the above-mentioned Schedule of Price heads reflects the financial ceilings within the category. No virements between components shown in the Schedule of Price are permitted without the prior written approval of IPE Global.
- The unit price as mentioned under the Schedule of Price has been agreed to as per the budget submitted by the Consultant. There shall be no escalation to the fee/expenses/rates mentioned above, during the tenure of this Contract.
- All travel by the Consultant shall be undertaken with prior approval of the Team Leader and/or the Project Manager of the Project.

**TOTAL FINANCIAL LIMIT: INR XXXX/- (INDIAN RUPEES XXXXXXX ONLY)**

**II. SCHEDULE OF PAYMENT:**

- The payments for the Professional Fee shall be made upon approval of the Deliverables/Milestones/Reports – *as mentioned under III. Payment Deliverables table below* – by the Project Manager and/ or Client. It is a requirement that the Consultant shall maintain the timesheets of all project personnel for rendering Services under this Contract. The Consultant will be required to produce the same at a later date for Project audit purposes;
- The payment for the Project Expenses shall be reimbursed on actuals and on cost – *upto the upper ceiling, as mentioned above* – on submission of the original bills, boarding passes, receipts and vouchers of all expenses as mentioned under Project Expenses. The invoice for the Project Expenses shall be billed along with the respective Deliverables/Milestones/Reports – *as mentioned under III. Payment Deliverables table below*.
- The payment will be made generally within 30 days from the receipt of a Valid Invoice;

**III. PAYMENT DELIVERABLES:**

SL. NO	DELIVERABLES	COMPLIANCE	PERCENTAGE	PAYMENT (INR)
1		Approval from the Project Manager and/or Client		
2				
3				
4				
<b>TOTAL</b>			<b>100%</b>	

**IV. NOTE:**

- Above fee rates are inclusive of the anticipated inflationary increase over the duration of the Contract and hence will not be reviewed;
- IPE Global will not entertain any bill for alcohol, laundry, room services, use of sports facilities etc.;
- Payment will be made after deducting tax, as applicable.
- IPE Global will not reimburse costs for normal tools of trade (e.g. portable personal computers, printers, etc.).
- All journeys by Rail or Air shall be made by a class of travel that is no more than Economy and through the shortest route possible.
- Pursuant to notification of Government of India in the Ministry of Finance (Department of Revenue) issued from time to time, it is mandatory for the GST Registered Taxpayers to generate E-invoice, if the turnover in any of the financial years from 2017-18 onwards exceeds the limits defined. The Consultant shall adhere to the requirement of said notifications and submit the valid Invoice / E-invoice accordingly.

**\*\*END OF ANNEXURE – II: SCHEDULE OF PRICE AND PAYMENTS\*\***

SCC Ref.:	IPE-SCC_DOM-2022 (000) – ABC
ERP PO No.:	0000

**ANNEXURE – III: SUGGESTED FORMAT OF INVOICE**

**INVOICE**

**INVOICE NO.:** \_\_\_\_\_

**INVOICE DATE:** \_\_\_\_\_

<< Name of Supplier >> << Address>>	IPE Global Limited Bill To: <<Address>>  GSTIN Registration No.:
GSTIN Registration No.:  PAN No.: Place of Supply:	IPE Global Limited Ship To: <<Address>>  GSTIN Registration No.:

**Contract For:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_ **PO No.:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Claim for the Period From:** \_\_\_\_\_ **Claim for the Period To:** \_\_\_\_\_

SL. NO.	DESCRIPTION OF SERVICES	SAC/HSN	AMOUNT (INR)
1.	XXXXXXXXXXXXXXXXXXXXXX		XXXX
<b>TOTAL (A)</b>			<b>XXXX</b>
	CGST @ XX%		XXX
	SGST @ XX%		XXX
	IGST @ XX%		XXX
<b>TOTAL TAX (B)</b>			<b>XXXX</b>
<b>GRAND TOTAL (A+B)</b>			<b>XXXXX</b>
<b>IN WORDS: INDIAN RUPEES _____ ONLY)</b>			

**AMOUNT TO BE DRAWN/TRANSFERRED IN THE NAME OF:**

Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

Name & Address of Bank: \_\_\_\_\_

IFSC/SWIFT Code: \_\_\_\_\_

This Invoice is in respect of a supply of services to IPE Global and is addressed purely for payment purposes. I certify that the amounts claimed in this Invoice have been wholly and necessarily incurred for the purpose of the engagement and this Contract and have not been claimed before.

\_\_\_\_\_  
**SIGNATURE OF CONSULTANT**

**\*\*END OF ANNEXURE – III: SUGGESTED FORMAT OF INVOICE\*\***

**\*\*END OF SECTION V: MODEL CALL-DOWN CONTRACT\*\***