

This agreement defines the terms and conditions of an assistance award made by Internews to the Subrecipient. These terms and conditions are presented in multiple sections, as outlined below. All of the contents of these sections constitute the entire agreement between the Parties.

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SECTION 1 – Agreement

1.01 PARTIES:

The party giving this award is Internews Network, hereinafter referred to as “Internews.”

The party receiving this award is Institute for Development of Freedom of Information, hereinafter referred to as “IDFI” or “Subrecipient.”

1.02 AUTHORITY: The authority for this award is Cooperative Agreement Number # 7200AA20CA00021 dated 15AUG2020 between the US Agency for International Development (hereinafter “USAID” or the Prime Funder) and Internews. The CFDA Number for the authorizing (prime) award is 98.001.

1.03 AWARD TYPE: This award is a fixed amount award. This award is made to the Subrecipient on condition that the award funds will be administered in accordance with the terms and conditions as set forth in this agreement, including all Sections hereto. Payments are based on meeting specific requirements of the award, and accountability is based on performance and results.

1.04 AWARD PURPOSE: The purpose of this award is to support the Subrecipient in conducting a research and prepare analytical materials (i.e., blog-post articles, report), which will identify major challenges in terms of protection of digital privacy rights in Georgia. They will identify interventions needed and design evidence-based recommendations for raising public awareness and launching advocacy campaigns in this direction to address the issues that arose throughout the research in Georgia, as is more thoroughly described herein.

1.05 PERIOD OF AWARD:

<i>Start Date</i>	<i>End Date</i>
26AUG2021	25NOV2021

1.06 AMOUNT OF AWARD: The total amount of this award are shown in the table below. Amounts are expressed in US Dollars (USD). The total amount of this award has been negotiated based on specific project scope and a reasonable estimate of actual cost, including allocable indirect costs. The total amount specified for each milestone will be paid regardless of the actual costs


B.K.

incurred. Internews is not liable for providing the Subrecipient with any funds in excess of the total amount or outside the period of this award as stated in Section 1.05.

Total Award Amount	
\$	14,987.50

- 1.07 **CURRENCY OF AWARD:** The official currency for this agreement is US Dollars (USD). All transaction amounts shall be stated in USD in all correspondence pursuant to this agreement. Monetary transactions in a currency other than the official currency shall be stated in the actual currency of the transaction with the value converted to official currency and documenting the conversion rate used. At the Subrecipient's request, Internews may transfer funds to the Subrecipient in a currency other than the official currency.
- 1.08 **CONTROLLING LANGUAGE OF AWARD:** It is Internews' policy that English is the official language of all award documents. If an award or any supporting documents are provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.
- 1.09 **ACCEPTANCE:** By their signatures below, the signatories accept the terms and conditions of this agreement including the certifications in Section 8 on behalf of their respective parties and assert that they are authorized representatives of the parties with full authority to bind their party to the terms of this agreement and its certifications.

For Internews:



 Stacia Hoover
 Business Manager, GTP

8/26/2021

 Date

For the Subrecipient:



 Giorgi Ktidiashvili
 Executive Director

8/26/2021

 Date

Section 2 begins next page.



SECTION 2 – Basic Provisions

- 2.01 GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, notwithstanding the choice of law rules thereof.
- 2.02 APPLICABLE CODES AND REGULATIONS:** The Subrecipient shall comply with all laws, rules, procedures, and regulations concerning Federal grants as they may relate to the administration of this program.
- 2.03 PREVENTING TERRORIST FINANCING:**
- a. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <https://sanctionssearch.ofac.treas.gov/>) or the United Nations Security designation list (online at: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>). This provision must be included in all subagreements, including contracts and subawards, issued under this award.
 - b. The Subrecipient must document non-support of terrorism with time-stamped screenshots or equivalent against the above lists as well as the Excluded Parties List System on the System for Award Management (SAM): <https://www.sam.gov/>.
- 2.04 RESOLUTION OF CONFLICTS AMONG PROVISIONS:** Conflicts between any of the provisions of this agreement shall be resolved by applying the following descending order of precedence:
- Section 1 – Agreement;
 Section 5 – Prime Funder Requirements;
 Section 2 – Basic Provisions;
 Section 4 – Milestones, Deliverables, and Payments;
 Section 3 – Program Description;
 Section 6 – List of Annexes.
- 2.05 AMENDMENT:** This award may only be amended in writing, by formal amendment or letter, signed by Internews, and in the case of a bilateral amendment, by Internews and an authorized official of the Subrecipient.
- 2.06 TERMINATION AND SUSPENSION:**
- a. The Subrecipient or Internews may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with provision 2.08, "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 subawards.
 - b. Internews may suspend this award, in whole or in part, at any time, following notice to the Subrecipient, and withhold milestone payments during the period of suspension.
 - c. In the event the Subrecipient 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, Internews 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 Subrecipient must make a good-faith effort to maintain a drug-free workplace and Internews reserves the right to terminate or suspend this award if the Subrecipient materially fails to do so.
 - d. Termination and Suspension Procedures. Within 30 calendar days after the effective date of termination, the Subrecipient must return all funds that Internews has advanced to the Subrecipient in excess of any completed milestones. Internews may consider, at its own

discretion, making partial payment to the Subrecipient on a pro-rata basis for partial completion of a milestone.

- e. The Subrecipient agrees to hold Internews and the Prime Funder blameless in the event of termination or suspension of this award for any reason.

2.07 DISPUTES:

- a. Any dispute under this award will be decided by Internews. Internews must furnish the Subrecipient a written copy of the decision.
- b. Decisions of Internews are final.
- c. Notwithstanding any other term of this award, lower-tier subrecipients and contractors of the Subrecipient have no right to submit claims directly to Internews and Internews assumes no liability for any third party claims against the Subrecipient.

- 2.08 NOTICES:** All notices pertaining to or required by this agreement shall be in writing, signed by an authorized representative, and may be delivered by hand, emailed as attachment, telecopied, or sent by certified mail, addressed as follows.

To Subrecipient:

Giorgi Kldiashvili, Executive Director
 Institute for Development of Freedom of Information
 20, T. Schevchenko Street
 Tbilisi, Georgia 0108
 info@idfi.ge

To Internews:

Stacia Hoover
 Internews
 1133 15th St. NW
 Unit 350
 Washington, DC 20005, USA
 shoover@internews.org

2.09 RELATIONSHIP OF THE PARTIES:

- a. The Subrecipient acknowledges that it is an independent organization and not agents or employees of Internews for the purposes of fulfilling this Agreement. All activities shall be performed at the Subrecipient's own risk.
- b. Lower-tier subrecipients and contractors have no relationship with Internews or the Prime Funder under the terms of this award. All required Internews approvals must be directed through the Subrecipient to Internews.

- 2.10 NO JOINT VENTURE:** This Agreement shall relate only to itself and to no other effort currently being undertaken by Internews or the Subrecipient jointly or separately. The parties are independent contractors with respect to each other. Nothing herein shall be deemed to create a joint venture, agency, or partnership between Internews and Subrecipient, and the employees of one shall not be deemed to be employees of the other. Neither of the parties hereto shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.

- 2.11 COMMUNICATION WITH THE PRIME FUNDER:** This agreement is exclusively between Internews and the Subrecipient. While the Subrecipient is free to communicate with the Prime Funder, all communication on matters that are subject to the terms and conditions of this Agreement must be directed through or approved by Internews, in compliance with provision 2.08, "Notices."

- 2.12 ASSIGNMENT:** This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.

- 2.13 NONLIABILITY:** Notwithstanding any other term of this award, lower-tier subrecipients and contractors have no right to submit claims directly to Internews or the Prime Funder, and Internews and the Prime Funder assume no liability for any third party claims against the Subrecipient or for claims for damages arising out of this award.
- 2.14 NON-COMPETE:** For a period of six months after this Agreement expires or is otherwise terminated, each party agrees not to hire or attempt to hire any employees of the other party assigned to the project or proposal, or to obtain the services of any employees of the other party, except by mutual consent in writing of the parties.
- 2.15 PUBLICITY:** No advertising or publicity having or containing any reference to Internews, or in which the name of Internews is mentioned, shall be used by Subrecipient without the written approval of Internews. Subrecipient shall not use Internews' logo or title block on any correspondence or written matter without the written approval of Internews.
- 2.16 NAME/TRADEMARK:** The Subrecipient will use Internews' name or marks only for activities authorized by Internews, in writing, and Internews will use the Subrecipient's name or marks only for activities authorized by the Subrecipient in writing. All other uses will be deemed infringement of the respective trademarks.
- 2.17 NONDISCLOSURE:** Neither party shall disclose any matters of a confidential nature relating to the other party to which it, its employees or other agents may be or become privy as a result of this Agreement, except to those individuals with a need to know to carry out the terms of this Agreement, that are directly participating in the activity funded by this grant. All information shall be deemed proprietary, unless it is provided by its owner specifically for disclosure to an entity other than the parties hereto. Upon the expiration or termination of this Agreement, each party shall surrender all such confidential material in its possession to the owner of the material.
- 2.18 INTELLECTUAL PROPERTY:** The author or the Subrecipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but Internews and USAID reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for non-commercial purposes.
- 2.19 WHOLE AGREEMENT:** This Agreement in all its sections is the entire agreement among the parties pertaining to the subject matter hereof. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 2.20 HEADINGS:** Article headings herein are included for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 2.21 SEVERABILITY:** The provisions of this Agreement shall be severable, and the invalidity of any provision or portion thereof shall not affect the enforceability of the remaining provisions of this Agreement.
- 2.22 COUNTERPARTS AND BINDING EFFECT:** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.
- 2.23 SUBRECIPIENT RESPONSIBILITIES:**
- a. The Subrecipient is responsible for notifying Internews of any significant problems relating to the administrative or financial aspects of the award.

- b. The Subrecipient has full responsibility for the management of the project or activity supported under the award and for adherence to the terms and conditions. Although the Subrecipient is encouraged to seek the advice and opinion of Internews on special problems that may arise, such advice does not diminish the Subrecipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to Internews.
- c. The Subrecipient shall ensure that the principal investigator(s) or project director(s) receives a copy of this agreement and any subsequent amendments.
- d. The Subrecipient shall ensure that appropriate Subrecipient officials are made aware of the terms and conditions of this agreement.
- e. This provision does not alter the Subrecipient's full responsibility for conduct of the project and compliance with all terms and conditions of this agreement.

2.24 AWARD MONITORING: Internews reserves the right to monitor the award program, including site visits as appropriate.

2.25 RECORD RETENTION, ACCESS, AND AUDIT:

- a. The Subrecipient will maintain records of transactions related to this Agreement for at least three years after payment of the final milestone. During and after the period of this award, Internews retains the right, at its discretion, to examine all or a sample of the Subrecipient's records or transactions related to this Agreement where concerns of implementation irregularities arise.
- b. Internews retains the right to conduct a financial review, require an audit, or otherwise ensure appropriate use of award funds, regardless of any other audit requirement that may pertain to this award.
- c. Audit Requirement. Subawards and Contracts.
 - (1) If the Subrecipient provides Internews resources to other organizations to carry out the Internews-financed program and activities, the Subrecipient is responsible for monitoring such subrecipients or contractors.
 - (2) Lower-tier subawards of grants and cooperative agreements made to US organizations must state that the US organization is subject to the audit requirements contained in 2 CFR 200, Subpart F.
 - (3) Lower-tier subawards of grants and cooperative agreements made to non-US organizations must state that the non-US organization is subject to the audit requirements contained USAID Standard Provision for Non-US Nongovernmental Organizations "Accounting, Audit, and Records," which states that the non-US organization must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any non-US organization fiscal year in which the non-US organization expends a combined total of \$300,000 or more in all USAID-funded awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.

2.26 CLOSEOUT OF SUBAWARD: Internews will close out this subaward when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the Subrecipient. The Subrecipient must submit all deliverables as specified in 4.03 "Deliverables" in order to successfully close out their subaward in good standing.

Section 3 begins next page.

SECTION 3 – Program Description

IDFI will implement in Georgia the following GIF program activities:

- Conduct a data-driven research in the issue of digital privacy in Georgia (Activity 2.14)
- Organize local IF advocacy and awareness-raising campaign on digital privacy in Georgia (Activity 2.17)
- Conduct online lecture for students on digital privacy based on the research findings (Activity 2.11)

Background and Project Relevance

Within the framework of the project, IDFI aims to conduct research and prepare analytical materials (i.e. blog-post articles, report), which will identify major challenges in terms of protection of digital privacy rights in Georgia, identify interventions needed and design evidence-based recommendations for raising public awareness and launching advocacy campaigns in this direction to address revealed problems. Digital privacy is itself an umbrella term, encompassing digital rights, freedom of information and personal data protection. Three main challenges can be emphasized that significantly affect these components – cyber-attacks, personal data breaches and online content manipulation. Because, nowadays, most of the personal data is stored in digital systems and networks, personal data breaches are often carried out through cyber-attacks, affecting citizens' digital rights and privacy. Moreover, other fundamental human rights and components of digital freedoms - freedom of information and free use of the Internet are affected by online content manipulation, including the spread of manipulative content by political actors as well as the creation of fake accounts and pages for distorting the information. As long as all of these challenges simultaneously endanger the key components of Internet freedom, in order to address them effectively, a unified and comprehensive approach is needed. Therefore, for assessing the protection of digital privacy in Georgia, identifying related challenges and elaborating effective approaches, IDFI's research will be simultaneously focused on cybersecurity, personal data protection online and countering online content manipulation.

The above-mentioned issues are especially relevant in Georgia inasmuch as according to the last report of Freedom House, evaluating Internet Freedom in Georgia in 2019-2020, even though digital freedom is generally protected in Georgia, an increasing number of cyberattacks and domestic content manipulation were observed during the coverage period. Moreover, the report emphasizes that both local public and private entities continue to mishandle citizens' personal data while it has also been breached through the cyber-attacks during the last two years. Therefore, the proposed research will cover the following topics:

Cybersecurity - effective cybersecurity system is important for ensuring the protection of Georgian citizens' digital rights and personal data. This is proved by the recent cases of cyber-attacks on Georgian servers. In October 2019, a large-scale cyber-attack on the websites, servers, and other management systems of up to 2,000 governmental, commercial, and media organizations was carried out by Russia, as stated by the State Security Service of Georgia. In September 2020, there was one more cyberattack on the Ministry of Health, Labor and Social Affairs of Georgia from a foreign country. The primary goal of the cyberattack was the illegal seizure and use of the documents of the central apparatus of the Ministry and its structural units, including the National Center for Disease Control and Public Health and the Richard Lugar Research Center, as well as the important information on the management of pandemic. As MIA reports, a part of the authentic documents, obtained as a result of the cyberattack, was uploaded on one of the foreign websites.

Personal Data Protection - it is of paramount importance to ensure the protection of personal data while elaborating the cybersecurity system. IDFI's study on the cybersecurity reform in Georgia has revealed that the measures taken by Georgia are insufficient to respond to modern challenges. Moreover, recently proposed legislative changes to the law on information security may equip the security organs with additional control mechanisms and access to citizens' personal data as long as the Law of Georgia on Information Security does not include a mention of the inviolability of personal life and protection of personal data.

Online Content Manipulation - as for protecting Georgian citizens' freedom of information, it is essential to elaborate measures against online content manipulation. According to the Freedom House report, the government and other domestic political actors, as well as Russia-related sources, sought to influence public opinion in Georgia by manipulating online content, especially during political crises. This is substantiated by several facts: in April 2020, Facebook removed a series of accounts and pages linked to a bogus media outlet operated by pro-Russian groups. Before that, in January 2019, Facebook removed several inauthentic Georgia-focused accounts and pages originating in Russia. Also, the Russian government and Russian-sponsored actors spread disinformation about the U.S. government-supported research center, Lugar Laboratory, especially since the COVID-19 pandemic began. Additionally, as some local NGOs and think tanks have identified through their research, hundreds of fake accounts in social media were coordinated by the local political actors, especially during the pre-election period.

Finally, except for providing an effective cybersecurity system, protection of personal data and measures against online manipulation, a unified approach for dealing with the above-described challenges can also include increasing digital literacy in society. It should be mentioned that the usage of different cybersecurity mechanisms (such as encryption, two-factor verification, etc.) is quite low in Georgia, which means that it requires public awareness-raising activities. Increasing digital literacy is especially important during the pandemic as long as, during remote work, people are more attached to the Internet and are more exposed to online information. To conclude, for protecting digital freedoms and privacy in Georgia, it is of paramount importance to identify the existing challenges in the direction of cybersecurity, personal data protection and online content manipulation and then elaborate recommendations for raising public awareness, launching relevant advocacy campaigns and implementing a unified approach against the identified threats.

To this end, the project will include the following activities:

	Months		
	Month 1	Month 2	Month 3
Data collection	X		
Conducting interviews and/or focus group meetings	X		
Data analysis		X	X
Preparing and publishing blog-posts and a final report		X	X
Preparing and disseminating visual materials about the report findings			X
Roundtable discussion on elaborated policy recommendations with relevant decision-makers and stakeholders			X

Online lecture for students on digital privacy based on the research findings			X
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Section 4 begins next page.



SECTION 4 – Milestones, Deliverables, and Payment

4.01 TABLE OF MILESTONES, DELIVERABLES, AND PAYMENT:

<i>Milestone</i>	<i>Description</i>	<i>Deliverables</i>	<i>Payment Amount</i>
1	Data Collection	Provide the data collection for research and provide number of interviews and focus group meetings	\$ 4,995.60
2	Data Analysis	Provide the data analysis and published blog posts	\$ 4,995.60
3	Research Report, Roundtable Discussion, Online Lecture	Provide published research, visual materials, and roundtable discussion notes. Also provide date and attendance of online lecture.	\$ 4,996.30
			\$ 14,987.50

4.02 PAYMENT:

- a. Upon submission and Internews acceptance of a completed “Milestone Completion Certification and Payment Request” form, Annex 1 hereto, as well as any deliverables and reports required from the Subrecipient, in accordance with 4.01 “Table of Milestones, Deliverables, and Payment.”
- b. On submission of the voucher for payment for the final milestone, the Subrecipient must certify that the Subaward is completed and the Subrecipient will make no further claim against Internews after final payment.
- c. If any required activity was not carried out in-full, the amount of this subaward must be adjusted on the basis of completed milestones, percentage of completed work, or on another documented basis, as determined by Internews, consistent with the termination procedures of Section 2.06 “Termination and Suspension”.

4.03 DELIVERABLES:

All deliverables shall be submitted to Internews at:

- Vadym Gud; gudvadym@gmail.com
- Berhan Taye; btaye@internews.org
- Caroline Thee; cthee@internews.org

4.04 PROGRAM REPORTING AND EVALUATION:

- a. Progress Reports: One- to two-page or as otherwise specified by Program Staff reports summarizing progress toward milestones will be submitted to Internews in accordance with 4.01 “Table of Milestones, Deliverables, and Payment.”
- b. Final Report: A final report will be submitted to Internews in accordance with 4.01 “Table of Milestones, Deliverables, and Payment” and will include an evaluation of the impact of this project. In particular, the evaluation should address the ways in which project goals have been met or as otherwise specified by Program Staff.

Section 5 begins next page.

SECTION 5 – Prime Funder Requirements***Subsection A – Procurement Provisions***

5A.01 PROCUREMENT POLICIES: The Subrecipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award. A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a subrecipient to an eligible lower-tier.

5A.02 USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES:

- a. Ineligible and Restricted Commodities and Services:
- (1) Ineligible Commodities and Services. The Subrecipient must not, under any circumstances, procure any of the following under this award:
 1. Military equipment,
 2. Surveillance equipment,
 3. Commodities and services for support of police or other law enforcement activities,
 4. Abortion equipment and services,
 5. Luxury goods and gambling equipment, or
 6. Weather modification equipment.
 - (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in provision 5H.01 "Debarment and Suspension" and provision 2.03 "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.
 - (3) Restricted Commodities. The Subrecipient must obtain prior written approval of Internews or comply with required procedures under an applicable waiver, as provided by Internews, when procuring any of the following commodities:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.
- b. Source and Nationality: Except as may be specifically approved in advance by Internews, all commodities and services that will be reimbursed by Internews under this award must be from the authorized geographic code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/policy/ads/300/310.pdf>.
- c. Guidance on the eligibility of specific commodities and services may be obtained from Internews. If Internews determines that the Subrecipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, Internews may require the Subrecipient to refund the entire amount of the purchase.
- d. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

5A.03 TITLE TO AND USE OF PROPERTY:

Title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the Subrecipient upon acquisition, with the condition that the Subrecipient must use the equipment or property for this award as long as it is needed for such.

5A.04 REPORTING HOST GOVERNMENT TAXES

- a. By April 01 of each year, the subrecipient must submit a report to Internews containing:
- (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and e-mail.

- (iii) Agreement number(s).
 - (iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (vii) Cumulative reports may be provided if the subrecipient is implementing more than one program in a foreign country.
- b. The subrecipient must include this reporting requirement in all applicable subawards and contracts.

Subsection B – International Travel Provisions

Reserved.

Subsection C – Assistance (Lower-Tier Subawards) Provisions

Reserved.

Subsection D – Marking Provisions

5D.01 MARKING:

The recipient must implement the requirements of this provision following the approved Marking Plan in the award. The following is the approved Marking Plan for this agreement:

The following is the approved Marking Plan for this agreement:

TYPE OF MARKING

The project will use the USAID identity as appropriate for the target audience for the relevant event/ materials. USAID identities will be acquired from:

<https://www.usaid.gov/branding/translated-brandmarks/>

CO-BRANDING

The USAID Identity will be of equivalent or greater size and prominence than the Internews or Subrecipient identities. The GIF will co-brand the following products with the USAID and Internews identities:

- Program Report Cover Pages
- Training Agenda Cover Pages



Information about the project carried on the Internews website will be co-branded with the USAID identity:



One of the following Internews identities will be used for website co-branding:



DISCLAIMER

Any marked GIF studies, reports, and publications funded by USAID in which the content has not been approved by USAID will contain the following disclaimer:

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

Table #1: TABLE OF DELIVERABLES TO BE MARKED

Item Description	Type of Marking	When Marking will Occur	Marking Placement
1. Internews Greater Internet Freedom project studies, reports, workplan	USAID and Internews Identities	When written and submitted.	Cover. The USAID Identity will be placed in the upper left-hand corner and the Internews identity will be in the upper right hand corner.
2. Greater Internet Freedom public communication materials	USAID and Internews Identifies	When materials are published	Fact sheets, bulletins, press releases, press kits, print publications, project announcements, success stories, research and other publications with “Greater Internet Freedom” on the cover or first page
3. Reserved			
4. Greater Internet Freedom annual planning and learning meeting	USAID and Internews Identities	When activities and events occur	Banner at venue
5. Reserved			
6. Monitoring tools, project reports, and learning projects from University of Notre Dame (UND)	USAID, Internews, and UND Identities	When written and submitted	Cover. The USAID Identity will be placed in the upper left-hand corner and the Internews and UND identity will be in the upper right-hand corner.
7. GIF INGO Research Reports	USAID and INGO Identities	When written and submitted	Cover. The USAID Identity will be placed in the upper left-hand corner and the INGO identity will be in the upper right hand corner.

8. INGO GIF Public Communication Materials	USAID and INGO Identities	When produced and distributed	In a visible spot
9. Labels for equipment, commodities, supplies as appropriate	USAID identity and Internews identity when space allows	When needed	In a visible spot

TABLE #2: EXEMPTIONS TO AWARD MARKING REQUIREMENTS

Internews does not require marking for any materials or communications created by *Greater Internet Freedom* subrecipients, based on specific concerns listed in Table #2 below with successfully implementing the two USAID development objectives laid out in the NOFO: 1) Enhanced Digital Security for Civil Society and Media and/or 2) Increased Citizen Engagement in Internet Governance. However, Internews understands that in some cases subrecipients may want to disclose or promote their funding sources in their public communications. Therefore, Internews will discuss branding and marking with each consortium member in order to understand preferences and explain the exemption, if granted by USAID. Subrecipients that wish to include USAID marking in their communications will be trained by Internews on USAID branding and marking policies and compliance.

The table below is disaggregated where there are different requirements for INGOs from the local regional and country partners. In other cases where the task itself requires the waiver, such as advocacy or legal reviews, there is no disaggregation. The specific deliverables to be unmarked, and the rationale for this request, is indicated below. All other deliverables will be marked as indicated above. Exceptions to marking requirements require the approval of the AO.

Internews requests the following exemptions in order to achieve Development Objectives DR.5 (Independent Media and Free Flow of Information) and DR.5.1 (Enabling Environment for Media and Free Flow of Information) through the GIF programming. The table below refers to two reasons for outputs from the GIF project would not have USAID markings.

- USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials (2 CFR. 700.16 (h) (i)).
- USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (2 CFR 700.16 (h)(ii)).

Table#2: TABLE OF DELIVERABLES NOT TO BE MARKED

Item / Description	Rationale for not marking
Coalition-wide Deliverables	
GIF legal analysis or comments on laws or draft laws	Exemptions are requested for all GIF recipients and beneficiaries related to programs linked to any form of technical assistance or support in connection with host countries' legal frameworks. Presumptive exemptions (i) and (ii) apply when GIF provides technical assistance or support host countries' efforts related to legal frameworks. USAID and GIF agree that a necessary condition to achieving the project's intended result is that both government and civil society accept the need and rationale for an enabling environment, as well as the need to negotiate legal provisions consistent with international norms that are acceptable to both sectors.

	<p>The basis for the Presumptive exemption is Presumptive exemption (i)</p> <p>“ USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials...such as public policy reform” 2 CFR. 700.16 (h) (i).</p> <p>Marking of GIF comments related to host countries’ legal frameworks will compromise their perceived neutrality and consequently, the project’s desired impact – creation of a legal environment that promotes and protects civil society. This goal complements USAID’s Foreign Assistance Objective “Governing justly and Democratically.”</p> <p>As recognized by USAID, GIF comments and other analyses are accepted by government and civil society as “objective, expert, and sensitive to local conditions.” The <i>objectivity and perceived neutrality</i> of the comments is intrinsic to their success in persuading stakeholders of the need for a more enabling environment, and in brokering agreement over legal provisions between the two sectors. Where stakeholders, and particularly government stakeholders, perceive comments and other technical interventions on laws to be <i>prompted by a foreign government</i>, they tend to reject the analysis as an attempt to interfere in domestic legislative affairs. Marking with the USAID logo can create the impression of USAID control and direction of work product, thereby undermining the perceived neutrality and objectivity of GIF’ analysis, and undercutting local ownership of legislative solutions.</p> <p>GIF assistance related to legal frameworks also falls under Presumptive Exemption (ii) which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.”</p> <p>GIF and its technical assistance provided (legal related comments) by its INGOs and local partners must be seen as <i>credible</i> (i.e., objective, independent, and based on expertise) if they are to be embraced by host governments and NGOs as a means of creating enabling laws and regulations supporting civil society. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting <i>foreign government interference</i> in domestic legislative affairs, thereby undermining the credibility of GIF analysis.</p>
<p>GIF Policy Analysis</p>	<p>Exemptions are requested for all GIF recipients and beneficiaries related to programs linked to GIF policy analysis. Presumptive exemption (i) applies when GIF provides technical assistance or support host countries’ efforts related to policy analysis. USAID and GIF agree that a necessary condition to achieving the project’s intended result is that both government and civil society accept the need and rationale for a rights-respecting, enabling policy environment, as well as the need to negotiate legal provisions consistent with international human rights norms.</p> <p>The basis for the Presumptive exemption is Presumptive exemption (i), where “ USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials...such as public policy reform” 2 CFR. 700.16 (h) (i).</p> <p>Exemptions for GIF recipients and beneficiaries related to technical assistance related to any form of policy analysis for reasons very much in line with the previous answer on legal analysis. Policy analysis on the existing enabling environment or on the impact of new laws will be a key implementation approach for GIF Objective 2: Increased Citizen Engagement in Internet Governance.</p>

<p>Curriculum Development for GIF</p>	<p>Exemptions are requested for all curriculum developed in support of curriculum development for GIF Objectives 1 and 2 based on presumptive exemption (ii).</p> <p>Curriculum development efforts fall under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.” Curriculum development is the result of evidenced-based analysis to distill the best knowledge and messaging possibly in support of both enhanced digital security of civil society and media, and to increase citizen engagement in Internet Governance. Curriculum materials must be seen as <i>credible</i> (i.e., objective, independent, and based on expertise) if they are to be effective. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting <i>foreign government interference</i> in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>
<p>GIF Training on digital security, legal, regulatory norms</p>	<p>Exemptions are requested for all GIF recipients and beneficiaries related to training on digital security and for training supporting increased citizen engagement in Internet Governance, including training on legal and regulatory norms based on presumptive exemption (ii).</p> <p>Training on digital security, legal and regulatory norms fall under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.” GIF training is the result of evidenced-based analysis to distill the best knowledge and messaging possibly into the curriculum, along with providing knowledgeable trainers and facilitators in support of both enhanced digital security of civil society and media, and to increase citizen engagement in Internet Governance.</p> <p>The training offerings must be seen as <i>credible</i> (i.e., objective, independent, and based on expertise) to be effective. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting <i>foreign government interference</i> in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>
<p>GIF PSAs and outreach (music, artists, athletes)</p>	<p>Exemptions are requested for all GIF recipients and beneficiaries related to PSAs on digital security and supporting increased citizen engagement and Internet Governance, based on presumptive exemption (ii), and is in direct support of USAID Development Objectives DR.5.1 (Enabling Environment for Media and Free Flow of Information) through the GIF programming.</p> <p>PSAs and other forms of outreach, including participation by musicians, artists and athletes fall under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.” PSAs for GIF are based on evidenced-based analysis to distill the best knowledge and messaging possibly into the public, in support of both enhanced digital security of civil society and media, and to increase citizen engagement in Internet Governance.</p> <p>PSAs must be seen as <i>credible</i> (i.e., objective, independent, and based on expertise) to be effective in achieving GIF objectives. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting <i>foreign government interference</i> in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>
<p>GIF mentorship, including fellows</p>	<p>Exemptions are requested for all GIF mentorship efforts developed and implemented in support of GIF Objectives 1 and 2 based on presumptive exemption (ii).</p>

<p>programs and access to expert networks</p>	<p>Mentorship efforts fall under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.”</p> <p>Mentorships, fellowship programs proposed under GIF and access to expert knowledge networks, including networks of digital security trainers, and internet freedom policy makers all are based on strategies, guidance and evidenced-based approaches designed to strengthen and enhance digital security for civil society and media, and to increase citizen engagement in Internet Governance.</p> <p>Mentorship opportunities distill the best human curated knowledge and must be seen as <i>credible</i> (i.e., objective, independent, and based on expertise) if they are to be effective. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting <i>foreign government interference</i> in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>
<p>GIF Advocacy strategies and implementation</p>	<p>Exceptions are requested for all GIF Advocacy strategies due to presumptive exemption (ii). Advocacy is one of the key implementation components for GIF Objective #2, Increased Citizen Engagement in Internet Governance. This often includes online components including social media campaigns as well as in person engagements. GIF Advocacy strategies directly support USAID Objective to promote participatory, representative and inclusive political processes and government institutions.</p> <p>Materials and activities in support of advocacy campaigns must be seen as <i>credible</i> (i.e., objective, independent, and based on expertise) if they are to be effective. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting <i>foreign government interference</i> in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>
<p>Local Partner Deliverables</p>	
<p>Local Partner GIF Work Products</p>	<p>Exemptions are requested for local partner work products in support of GIF Objectives to Enhance Digital Security for Civil Society and Media and Increased Citizen Engagement in Internet Governance for both presumptive exemptions (i) and (ii). This is in direct support of USAID Development Objective DR.5.1 (Enabling Environment for Media and Free Flow of Information) through the GIF programming. An enabling environment to support the free flow of information requires the ability to “Advocate for, support, and protect professional and citizen-generated media subject to harassment, restriction, intimidation, imprisonment and/or closure for reporting on sensitive issues. This line directly applies to local partner GIF activities.</p> <p>For presumptive exemption (i), the project goal is furthered by an appearance of neutrality of partner work products to advance the creation of an environment that promotes and protects civil society and builds local partner capacity to contribute to such an environment; the project and the above USAID development objectives are intended to complement USAID’s Foreign Assistance Objective “Governing Justly and Democratically.” Where these local partners operate in environments where government and media outlets are often critical of local partners, in some cases accusing them of receiving foreign funds to undermine support for the government and its initiatives, an inference of foreign direction and control can discredit the work product and even endanger its authors and their networks..</p> <p>In the course of their efforts to develop law reform proposals, and advocacy campaigns in support of those proposals, the both regional partners and the country partners they later selected in the course of their GIF work, will produce work products using subgrants. E;</p>

	<p>Examples of work products include research and analytical papers, assessments, audio and video materials demonstrating the importance of civil society and the laws governing its activities, and public education materials.</p> <p>Given the volatile environment in which these local partners often work, we feel believe that materials developed by the partners relating to their law reform initiatives fall within presumptive exemptions (i). USAID branding on communications involving these deliverables would “compromise the intrinsic independence of a program or materials where independence or neutrality is an inherent aspect of the program... such as... public policy reform.” Local partner materials developed must appear to be independent and informed by objective analysis of the legal environment and the need for change, and thus are “intrinsically neutral.” and must be perceived accordingly. Marking with the USAID logo could create the impression of USAID control and direction of work product, suggesting foreign government interference in domestic legislative affairs, thereby undermining the perceived neutrality and objectivity.</p> <p>Local partner work products further fall under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.” Materials in support of local partner advocacy campaigns, for instance, must be seen as credible (i.e., objective, independent, and based on expertise) if they are to have any positive influence on government decision-makers. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting foreign government interference in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p> <p>This is especially true for digital security assistance and training, where the suggestion of foreign assistance would undermine the critical trust needed to establish safe and effective digital security behavior changes and potentially create risk for partners, trainees, or their networks.</p>
<p>Local Partner GIF Events</p>	<p>Exemptions are requested for local partner events in support of GIF objectives 1 and 2, based on presumptive exemption (i). This is in direct support of USAID Development Objectives DR.5.1 (Enabling Environment for Media and Free Flow of Information) through the GIF programming.</p> <p>Under section (i), an exemption applies if the marking requirements “compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as... public policy reform.” A necessary condition to achieving the project’s intended result is that both government and civil society accept the need and rationale for an enabling, rights-respecting policy environment, as well as the need to negotiate legal provisions consistent with international human rights norms. that are acceptable to both sectors</p> <p>Where local partners operate in environments where government and media outlets are often critical of their work, in some cases accusing them of receiving foreign funds to undermine support for the government and its initiatives, an inference of foreign direction and control can discredit the work product and even endanger its authors. In the course of their efforts to improve internet freedom, local partners will produce local events to support both enhanced digital security throughout civil society and media as well as to increase citizen engagement in internet governance. Examples of events in direct support of these objectives include seminars, conferences, trainings, workshops, round tables, and exhibitions.</p> <p>Given the volatile environment in which these local partners often work, we feel that materials developed by the partners relating to their local events law reform initiatives fall within presumptive exemptions (i). USAID branding on communications involving these deliverables would “compromise the intrinsic independence of a program or materials where independence</p>

	<p>or neutrality is an inherent aspect of the program... such as... public policy reform.” CSOs’ materials developed for or related to local events their advocacy campaigns must appear to be independent and informed by objective analysis of the legal environment and the need for change, and thus because they are “intrinsically neutral.” Marking with the USAID logo could create the impression of USAID control and direction of work product, suggesting foreign government interference in domestic legislative affairs, thereby undermining the perceived neutrality and objectivity.</p>
<p>Local partner evidence-based research reports on GIF topics</p>	<p>Exemptions are requested for all local partner evidence-based research reports and IF topics based on presumptive exemptions (i) and (ii). This activity is also in direct support of USAID Development Objectives DR.5.1 (Enabling Environment for Media and Free Flow of Information) through the GIF programming. An enabling environment to support the free flow of information requires the ability to “Advocate for, support, and protect professional and citizen-generated media subject to harassment, restriction, intimidation, imprisonment and/or closure for reporting on sensitive issues.” This line directly applies to local partner GIF activities.</p> <p>Under section (i), an exemption applies if the marking requirements “compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as... public policy reform.” A necessary condition to achieving the project’s intended result is that both government and civil society accept the need and rationale for an a rights-respecting, enabling policy environment, as well as the need to negotiate legal provisions consistent with international human rights norms that are acceptable to both sectors.</p> <p>Local partner evidence-based research further falls under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.” Materials in support of local partners’ objectives and activities, advocacy campaigns, for instance, must be seen as credible (i.e., objective, independent, and based on expertise) if they are to be effective. have any positive influence on government decision-makers. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting foreign government interference in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>
<p>Local partner partnerships with universities</p>	<p>Exemptions are requested for local partners engaging in GIF partnerships with local universities based on presumptive exemption (ii).</p> <p>Local partners creating partnerships with local universities fall under presumptive exemption (ii), which exempts products where marking will, “diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.” Materials in support of regional or country-level partnerships with local universities, must be seen as credible (i.e., objective, independent, and based on expertise) if they are to have any positive influence on outcomes for digital security or increasing citizen engagement. Marking with the USAID logo can create the impression of USAID control and direction of work product, suggesting foreign government interference in domestic legislative affairs, thereby undermining the credibility of local partners’ efforts.</p>

Deviations from this Marking Plan are allowed only with the written prior approval of Internews. The Subrecipient shall notify Internews immediately of any situation or event where compliance with this Marking Plan would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country. The Subrecipient must include the following marking provision in any subagreements entered into under this award:

“As a condition of receipt of this subaward, marking with the USAID and Internews Identities of a size and prominence equivalent to or greater than Subrecipient’s, other donor’s, or third party’s is

required. In the event the Subrecipient chooses not to require marking with its own identity or logo by the subrecipient, Internews may, at its discretion, require marking by the lower-tier subrecipient with the USAID and Internews Identities."

Subsection E – HIV/AIDS Provisions

Reserved.

Subsection F – Trafficking in Persons Provisions

Reserved. (See Provision 5H.02.)

Subsection G – Population Planning Provisions

5G.01 VOLUNTARY POPULATION PLANNING ACTIVITIES (mandatory):

Requirements for Voluntary Sterilization Programs

- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

Subsection H – Other General Provisions (required)

5H.01 DEBARMENT AND SUSPENSION:

- a. The Subrecipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the on the System for Award Management (SAM) (<http://www.sam.gov/>) unless prior approval is received from Internews. 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 Subrecipient has any questions about listings in the system, these must be directed to Internews.
- b. Internews may disallow costs, annul or terminate the transaction, debar or suspend the Subrecipient, or take other remedies as appropriate, if the Subrecipient violates this provision. Although doing so is not automatic, Internews may terminate this award if a Subrecipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, Internews will consider the totality of circumstances—including the Subrecipient's response to the situation and any additional information submitted—when Internews determines its response.
- c. The Subrecipient must notify Internews immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

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

5H.02 TRAFFICKING IN PERSONS:

- a. The Subrecipient, lower-tier subrecipients, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award; or
 - (3) Use of forced labor in the performance of this award.
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 1. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 3. 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;
 4. Charging employees recruitment fees; or
 5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, Internews is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. Reserved.
- d. Reserved.
- e. If the Subrecipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify Internews in accordance with

- Section 2.08 ("Notices"); and must fully cooperate with Internews and any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. Internews may direct the Subrecipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
 - g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Subrecipient or any lower-tier subrecipient.
 - h. The Subrecipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the lower-tier subrecipient, contractor, or any of their employees, or any agents. The Subrecipient must also include a provision authorizing the Subrecipient to terminate the award as described in section b of this provision.

5H.03 SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS:

- a. Submissions to the Development Experience Clearinghouse (DEC).
 - 1) The Subrecipient must provide Internews one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published using funds from this subgrant.
 - 2) Internews will then submit Intellectual Work, whether published or not, to the DEC, on behalf of the Subrecipient.
 - 3) For purposes of submissions to Internews (for subsequent submission to the DEC), Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Subrecipient under the award, whether published or not. The term does not include the Subrecipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
 - 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring Internews office; 5) development objective; and 6) date of publication.
 - 5) The Subrecipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The Subrecipient must not submit classified documents to the DEC.
- b. Rights in Data
 - 1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.
 - 2) Unless otherwise provided in this provision or specified otherwise in 2.18 ("Intellectual Property") of this Agreement, the Subrecipient may retain the rights, title and interest to Data that is first acquired or produced under this award but Internews and reserve a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
 - 3) Copyright. Unless specified otherwise in 2.18 ("Intellectual Property") of this Agreement, the Subrecipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award but Internews and USAID reserve a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
 - 4) The Subrecipient will provide Internews, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which Internews (and the U.S. Government) has rights under paragraphs b.2 and b.3 of this provision. Internews and

the U.S. Government make no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

5H.04 EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS:

a. Faith-Based Organizations Encouraged

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

Decisions about awards of Internews financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the [USAID Faith-Based and Community Initiatives Web site](#) and [22 CFR 205.1](#).

b. Explicitly Religious Activities Prohibited.

- (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
- (2) The Subrecipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the Subrecipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.
- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
- (4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:
 - (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
 - (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
 - (iii) May retain its authority over its internal governance, and may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

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

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

- f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
- g. This provision must be included in all subawards under this award.

5H.05 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTIONS:

The requirement to comply with and inform all employees of the "Enhancement of Subrecipient Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning 01JUL2013.

The Subrecipient must:

6. 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
7. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

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

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

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

5H.06 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY

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

1. "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Subrecipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Subrecipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See 5H.03. Submission to the Development Experience Clearinghouse and Data Rights).

2. "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Subrecipient under the award, whether published or not. The term does not include the Subrecipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- b. Submissions to the Development Data Library (DDL)
1. The Subrecipient must submit to Internews (for subsequent Internews submission to the Development Data Library (DDL) at www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a lower-tier subrecipient or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
 2. Unless otherwise directed by Internews, the Subrecipient must submit the Dataset and supporting documentation to Internews (for subsequent Internews submission to the DDL) within fifteen (15) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within fifteen (15) calendar days after award completion, the Subrecipient must submit to Internews (for subsequent Internews submission to the DDL) any Datasets and supporting documentation that have not previously been submitted to Internews, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Subrecipient must also provide to Internews an itemized list of any and all submissions.
 3. The Subrecipient is not required to submit the data to Internews, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Subrecipient must submit a notice to Internews (for subsequent Internews notice to the DDL) providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
 4. The Subrecipient must submit the Datasets to Internews following the acceptable formats found at www.usaid.gov/data.
 5. The Subrecipient must ensure that any Dataset submitted to Internews (for subsequent Internews submission to the DDL) does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
 6. The Subrecipient must not submit classified data to Internews (for subsequent Internews submission to the DDL).

5H.07 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS

a. Definitions.

"Contract" has the meaning given in 2 CFR Part 200.

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

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

"Subaward" has the meaning given in 2 CFR Part 200.

"Subrecipient" has the meaning given in 2 CFR Part 200.

- b. The Subrecipient must not require its employees, lower-tier subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, lower-tier subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of this subgrant to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
- c. The Subrecipient must notify current employees and lower-tier subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- d. The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- e. In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if Internews or the Government determines that the Subrecipient is not in compliance with the requirements of this provision.
- f. The Subrecipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

5H.08 CHILD SAFEGUARDING

- 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 Subrecipient agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- b. The Subrecipient must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).
- c. The following definitions apply for purposes of this provision:
 - (1) Child: A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

- (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
 - (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
 - (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 - (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
- d. The Subrecipient must insert the provisions in (a) and (b) in all lower-tier subawards under this award.

5H.09 MANDATORY DISCLOSURES

- a. Consistent with 2 CFR §200.113, Internews 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. The Subrecipient and all lower-tier subrecipients or contractors must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to Internews all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent to:
U.S. Agency for International Development Office of the Inspector General P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>
- b. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).
- c. The Subrecipient must include this mandatory disclosure requirement in all lower-tier subawards and contracts under this award.

5H.10 NONDISCRIMINATION AGAINST BENEFICIARIES

- a. USAID policy requires that the Subrecipient 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 Subrecipient to target activities toward the assistance needs of certain populations as defined in the award.
- b. The Subrecipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

5H.11 CONFLICT OF INTEREST

- 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 Subrecipient considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
- b. The Subrecipient 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.
- c. The Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.
- d. The Subrecipient must have a system or systems in place to identify, address, resolve, and disclose to Internews any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.
- e. The Subrecipient must disclose any conflict of interest and the Subrecipient's approach for resolving the conflict of interest to Internews via the point of contact contained in Section 2.08 hereto within 10 calendar days of the discovery of the conflict of interest.
- f. Upon notice from the Subrecipient of a potential conflict of interest and the approach for resolving it, Internews will make a determination regarding the effectiveness of the Subrecipient's actions to resolve the conflict of interest within 30 days of receipt of the Subrecipient's notice, unless Internews advises the Subrecipient that a longer period is necessary.
- g. The Subrecipient cannot request payment from Internews for costs for transactions subject to the conflict of interest pending notification of Internews' determination. Failure to disclose a conflict of interest may result in cost disallowances.
- h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the Subrecipient must follow 2 CFR 200.318, general procurement standards.
- i. The Subrecipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

5H.12 ENVIRONMENTAL COMPLIANCE

- 1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201 and 204 (<https://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Subrecipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Agreement.
- 2) In addition, the recipient must comply with host country environmental regulations unless otherwise directed in writing by Internews. In case of conflict between host country and USAID regulations, the latter shall govern.
- 3) No activity funded under the Agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer



(BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.") In accordance with 22 CFR 216, USAID/DCHA/DRG developed an umbrella IEE for its projects and activities. Since the GIF activity will primarily consist of capacity-building and technical assistance, communications and knowledge management, events, and research and evaluation, the activity is covered by a categorical exclusion, per the IEE. The IEE also includes a Climate Risk Analysis that covers the activities to be implemented under GIF and finds them to be low risk.

- 4) Reserved
- 5) If the Subrecipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for Internews review and approval. No such new activities shall be undertaken prior to receiving written Internews approval of environmental documentation amendments.
- 6) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from Internews.

5H.xe LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES:

- a. The Subrecipient agrees that at least fifty (50) percent of the cost of award performance incurred for personnel must be expended for employees of the prime/local entity.
- b. The Subrecipient represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:
 - (1) Is legally organized under the laws of the country in which this award will be primarily performed;
 - (2) Has as its principal place of business or operations in the country in which this award will be primarily performed;
 - (3) Is majority owned by individuals who are citizens or lawful permanent residents of the country in which this award will be primarily performed; and
 - (4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this award will be primarily performed.
- c. For purposes of this provision, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

5H.xf EXCHANGE VISITORS AND PARTICIPANT TRAINING: For any Exchange Visitor, Participant Training or Invitational Travel activities, the Subrecipient must comply with this provision

- a. Definitions:
 - (1) An Exchange Visitor is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly (e.g. via Internews).
 - (2) A Participant is a host-country or third-country national sponsored by USAID/Internews for a Participant Training activity taking place in the U.S., a third country, or in the host country.
 - (3) Participant Training is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.
 - (4) Invitational Travel is a type of travel that USAID (via Internews) funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

- b. Program Monitoring and Data Reporting: The Subrecipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.
- (1) For U.S.-based activities, the Subrecipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The Subrecipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS).
 - (2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the Subrecipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Participant Training data.
- c. Health and Accident Insurance:
- (1) For Exchange Visitors traveling to the United States, the Subrecipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from Internews.
 - (2) For Participants traveling to a third country, the Subrecipient must obtain health and accident insurance coverage for all Participants.
 - (3) For Participants traveling within the host country, the Subrecipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.
- d. Immigration Requirements:
- (1) For Exchange Visitors traveling to the United States, the Subrecipient must ensure that all USAID/Internews-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019), obtained from USAID through Internews.
 - (2) For Participants traveling to a third country or within the host country, the Subrecipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.
- e. Language Proficiency: The Subrecipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.
- f. Pre-departure Orientation: The Subrecipient must conduct pre-departure orientation for U.S.-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods (see http://pdf.usaid.gov/pdf_docs/PNADT444.pdf).
- g. Conditions of Sponsorship: The Subrecipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The Subrecipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The Subrecipient must report to Internews any known violations by Exchange Visitors of visa or other immigration requirements or conditions.
- h. Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The Subrecipient must be prepared to assist Internews in assisting the Mission in conducting the

SRFI, if requested. However, the Subrecipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

- i. Fly America: To the extent that participants travel by international air travel, the Subrecipient must comply with provision 5B.01 "Fly America Act Restrictions."
- j. Use of Minority Serving Institutions: For U.S.-based Participant Training, the Subrecipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

Section 6 begins next page.



SECTION 6 – List of Annexes

ANNEX 1 – Milestone Completion Certification & Request for Payment

Section 7 begins next page.

S.K.

SECTION 7 – Certifications

1. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

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

Reserved.

3. Certification Regarding Lobbying

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

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

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

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

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

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

Internews reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Subrecipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

5. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing this Agreement, the Subrecipient provides the certification set out below:

1. The Subrecipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Recipient pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

2. The following steps may enable the Subrecipient to comply with its obligations under paragraph 1:

- a. Before providing any material support or resources to an individual or entity, the Subrecipient will verify that the individual or entity does not

- (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>, or
 - (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by Internews to the Subrecipient.
- b. Before providing any material support or resources to an individual or entity, the Subrecipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subrecipient should refer to the consolidated list available online at the Committee's Web site:
http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.
- c. Before providing any material support or resources to an individual or entity, the Subrecipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- d. The Subrecipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification -
- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
 - b. "Terrorist act" means -
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: https://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2_en.xml&menu=MTDSDG); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
 - d. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of Internews funds or Internews-financed commodities to the ultimate beneficiaries of Internews assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Subrecipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
 - e. The Subrecipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Subrecipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Subrecipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of this agreement, and any violation of it will be grounds for unilateral termination of the agreement by Internews prior to the end of its term.

6. Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

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

- (1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
- (2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

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

(b) Subrecipient Representation:

- (1) The Subrecipient represents that it is not an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Subrecipient represents that it is not an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7. Certification of Subrecipient

By signing this agreement in Section 1 the Subrecipient provides certifications and assurances for (1) the Debarment, Suspension, Ineligibility, and Voluntary Exclusion certification, (2) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (3) the Certification Regarding Lobbying, (4) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (5) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 as written above.

The Subrecipient recognizes and agrees that Internews will have the right to seek judicial enforcement of these assurances. These assurances are binding on the Subrecipient, its successors, transferees, and assignees.

End of Agreement.