



Fixed Amount Reimbursement Implementation Letter Template

An Additional Help for ADS Chapter 220

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[Letterhead]

DRAFT [Date]

[Date]

[Name]

[Title]

[Grantee Entity]

[Address]

Subject: Implementation Letter Number _____ under [DOAG/BPA] [_____] for [name of project¹]

Project: [Project name]

Dear [Name]:

The purpose of this Implementation Letter (the “IL”) is to provide information and procedures concerning the implementation of the [name project] (the “Project”) under [DOAG/BPA] [_____] (the “Agreement”), by and between the U.S. Agency for International Development (“USAID”) and the [Name of Grantee Entity²] (the “Grantee”, and together with USAID, each a “Party,” and together, the “Parties”), dated [Date].

This IL contains the agreement of the Parties on the detailed scope of the Project and the detailed actions to be taken by each Party to implement the Project. This IL provides USAID approval for the Project.

This IL also approves USAID financing and sub-obligates funds for the Fixed Amount Reimbursement Element of the Project.

[Include, as applicable and necessary, discussion of delegation from DOAG/BPA Grantee Government Entity to implementing Grantee Government Entity as well as any conditions

¹ Depending on the Mission’s Project Appraisal Document, the Mission should determine whether or not this agreement covers an “activity” or “project” and then make changes to this model as appropriate. For purposes of this model, the term project is used.

² Can be either DOAG/BPA signatory/signatories or implementing entity within government DOAG/BPA signatory delegates to for this Project.

precedent, if applicable and necessary, for example as necessary for evidentiary purposes regarding concurrence signature at end of letter below^{3]}

In accordance with the Agreement, USAID agrees to finance the Project, to be implemented by the Grantee as further described in Section A below, subject to the terms and conditions of this IL and the Agreement.

A. The Project

1. Project Purpose

The purpose of the Project is [state purpose]. The activities which constitute the Project, the actions to be undertaken by each Party in implementing the Project, and the means of financing each activity, are: [or: are further described in Attachment 1 (“Project Description”).]

2. Project Management

The Grantee shall ensure proper administration of the Project, prudent management of the Project, compliance with the terms and conditions of this IL, and maintenance of proper documentation.⁴

B. Project Period

1. Project Start Date

The date on which actions and undertakings necessary to implement the Project begin is [Project start date] (“Project Start Date”).

2. Project Completion Date⁵

The date by which the Parties estimate that all actions and undertakings necessary to implement the Project will be completed is [Date of Project Completion (the “Project Completion Date”)].⁶ Except as USAID may otherwise agree in writing, USAID will not issue or approve documentation pursuant to this IL that will authorize payment for services performed or goods furnished subsequent to the Completion Date.

³ See Footnote supra.

⁴ This paragraph may also be supplemented by the addition of “The Grantee confirms that it has the authority to undertake (and to contract for the undertaking) of the Activity to be financed by this IL. The Grantee will be fully responsible for carrying out the Activity or for contracting for the performance of the Activity.”

⁵ This should coincide with or precede the completion date of the DOAG.

⁶ Project Completion Date, as with anything else in an IL, can be extended or modified by subsequent IL.

[For incremental funding or where pre-Project costs are authorized, use the following *in addition to* the above⁷:]

3. Funds obligated in this IL are available for project expenditures for the estimated period ____ to _____ as shown in Attachment 3, the Budget.

C. Parties' Contributions

1. The total estimated cost of the _____, which is anticipated to be provided Project is \$ as follows:
USAID Fixed Amount
Reimbursement: \$ USAID Direct
Procurement:⁸
Grantee Country
Contributions:⁹ [Other
Donor(s)]:
2. To help implement the [Fixed Amount Reimbursement Element of the] Project, of the amounts USAID has already granted to the Grantee in the Agreement, USAID hereby confirms financing and sub-obligates \$[amount], subject to the terms and conditions of the Agreement and this IL¹⁰. USAID is not obligated to reimburse the Grantee for any amount in excess of the amount of each output or the total sub-obligated amount.

[For incremental funding of the Fixed Amount Reimbursement Element of Projects add the following:]

USAID's total estimated contribution to the Fixed Amount Reimbursement Element of the Project is [amount], which USAID intends to sub-obligate pursuant to this IL in increments corresponding to outputs identified in Attachment 2. Sub-obligation of subsequent increments will be subject to the availability of funds in the Agreement for this purpose and the mutual agreement of the Parties, at the time of each subsequent increment, to proceed.

⁷ Incremental funding may only be done by output such that each output is fully funded when the output is authorized by USAID.

⁸ If USAID will be separately sub-obligating from DOAG/BPA as part of this Project, note clearly in this IL what those separate sub-obligations are and ensure, either in this IL or by separate IL that DOAG/BPA signatory has acknowledged/approved such separate direct sub-obligation by USAID.

⁹ Include a proposed methodology by which the parties will measure and value the in-kind contribution to the project (component by component, milestone by milestone, or deliverable by deliverable etc), and agree on that methodology upfront.

¹⁰ This amount includes only funds that are currently being sub-obligated in the IL.

3. Grantee Contribution: [Both financial and the costs of in-kind contributions to the Project included in outputs or separately provided from the Grantee should be summarized here.]

D. Funding Mechanisms

The fixed amount reimbursement method set forth in Attachment 2, Fixed Amount Reimbursement, shall be used to implement and finance the [Fixed Amount Reimbursement Elements of the] Project. Under this method, the Grantee shall complete outputs in accordance with Attachment 3, Output Summary and Payment Amounts (the “Payment Schedule”) and the corresponding specifications and requirements in Attachment 1, Project Description and Technical Specifications (the “Technical Specifications”)¹¹ for which USAID has approved a fixed reimbursable U.S. dollar value for the successful completion of each output. Upon confirmation that such Technical Specifications are met for a particular completed output (consistent with the procedures described in more detail in Attachment 2), USAID will reimburse the Grantee pursuant to the terms and conditions of this IL. The amount of reimbursement for each output shall not change regardless of fluctuations in the actual costs or exchange rates. If the cost of completing an output is higher than that specified in the Payment Schedule, all costs in excess of the corresponding payment amount shall be borne by the Grantee. If the actual cost of completing an output is less than the corresponding payment amount, USAID's contribution will not be reduced. Payment by USAID is expressly conditioned upon successful completion of the output in accordance with the agreed-upon specifications and standards, as determined by USAID. The Grantee acknowledges that its failure to satisfactorily complete an output, or non-satisfaction of a condition for payment, will result in USAID not paying the Grantee the amount associated with the non-conforming output. Payment shall be made in accordance with the procedures of Attachment 2.

[Upon request by the Grantee, USAID may approve advances for up to 30 days of expected costs under the Project. The procedures relating to advances are specified in Attachment 2. Interest amounts over \$250/year earned on advances must be refunded to USAID.]

[Describe how other elements of the Project will be funded, e.g., whether it is anticipated that USAID will directly procure (specify services) with funds obligated under the Agreement.]

¹¹ The Mission needs to consider the specificity for specifications, requirements or USAID approvals it requires to be included in Attachment 1 in terms of what level of specificity USAID will be monitoring and overseeing output completion in accordance with such specifications.

E. Procurement

The Grantee is responsible for all aspects of the procurements necessary to implement [the Fixed Amount Reimbursement Elements of] the Project, in accordance with its own procurement procedures.¹²

F. USAID Approvals

1. [For the Fixed Amount Reimbursement Element of the Project], [O/o]ther than as set forth in this IL including Section H.4, USAID hereby waives the requirements for USAID approvals of the Plans, Specifications and Contracts pursuant to Section C.3 of Annex 2 (Standard Provisions) of the Agreement.¹³
2. [Indicate any other waivers of requirements under the Agreement.]
3. [Indicate any conditions precedent pertaining to the Agreement or this FAR IL, including any financial risk mitigation measures resulting from USAID's financial risk assessment. Alternatively, a separate attachment may be added to list the specific details of the risk mitigation measures on which USAID financing is conditioned, broken out by output or applicable to the entire IL.]

G. Environment

The Grantee is responsible for completing outputs in accordance with the environmental requirements specified for the outputs.¹⁴

¹² This provision may also include: "Grantee confirms that for purposes of economy and efficiency, all goods and services financed by this IL will be purchased locally." If included, Source/Nationality and Cargo Preference standard provisions may be omitted from Standard Provision attachment.

¹³ If USAID wishes to retain the right to approve the substantive specifications of any contracts, state that here. Under fixed amount reimbursement, USAID should normally not be approving the procurement aspects of implementing instruments. To the extent that USAID will be involved in monitoring for financial risk mitigation purposes that could be construed as approval and/or oversight, include a provision to the effect that: "The Parties understand and agree that USAID is acting solely as a financing entity to assure the proper use of U.S. Government funds, and that any decision by USAID to exercise or refrain from exercising any rights shall be made as a financier in the course of financing the IL and shall not be construed as making USAID a party to any contract. The Parties understand and agree that USAID may, from time-to-time, exercise certain rights, or discuss matters related to such rights and the Activity with the respective parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any USAID approval (or failure to disapprove) shall not bar Grantee or USAID from asserting any right, or relieve the contractor of any liability that the contractor might otherwise have to Grantee or USAID."

¹⁴ The Project/activity should be implemented in conformance with results of the IEE completed pursuant to 22 CFR 216, which should be incorporated into and specified as requirements for outputs as appropriate to ensure compliance with either categorical exclusions or further assessment, mitigation or other environmental actions. The costs of such compliance measures/actions must be included/integrated in output payment amounts at the time those payment amounts are fixed. Where excluded activities are specified, such can be included as separate list of

H. Other Provisions

1. Project Managers

For technical and administrative management of this Project, USAID shall be represented by the individual and/or his/her alternate designated in a separate letter to the Grantee (the “USAID Project Manager”), and the Grantee shall be represented by the individual and/or his/her alternate (the “Grantee Project Manager”) designated in a separate letter to USAID. The USAID Project Manager shall be the primary liaison with the Grantee and its implementing agents in the day-to-day implementation of the Project, and the Grantee Project Manager shall be the primary liaison with USAID in the day-to-day implementation of the Project.

2. Amendments and Modifications

This IL may be supplemented or modified by a written document signed by the Parties.

3. Audit

The Grantee must retain Project documentation and records required to evidence compliance with all aspects of this IL and the Agreement for a period lasting until three years after the date of last disbursement by the US Government under this IL. The US Government has the right to audit and review such documents. The right of audit applies to all activities under this IL and the Agreement for the purpose of ensuring that the Project activities were completed in accordance with the output specifications and terms of this IL and the Agreement.

4. Reporting Requirements

A. Programmatic Reporting

The Grantee shall submit a performance report to USAID quarterly, including a comparison of actual accomplishments with the goals, standards, and objectives established for the relevant outputs, any findings of an external entity, or both.

B. Monitoring and Evaluation

USAID or its designee will monitor and evaluate the Project. The Grantee must ensure reasonable access by USAID or its designee to all necessary sites, documentation, individuals and information to monitor, evaluate and verify the Project and the use of USAID funding under this IL and the Agreement. Grantee shall also ensure that USAID is kept reasonably apprised of

excluded activities in separate attachment in lieu of listed for each output and this paragraph and the attachment list modified accordingly.

the progress of the Project so that any such monitoring and evaluation can take place as appropriate and as provided in this IL.

5. Incorporation and Flow-Down of Standard Provisions

All attachments referenced on the signature page below, including the Standard Provisions, are expressly incorporated into and part of this IL. The Grantee is responsible for ensuring the Standard Provisions in this IL and the Agreement are included in all Grantee agreements with contractors or sub-grantees to the extent necessary to fulfill the Grantee's responsibilities under this Implementation Letter and the Agreement. The requirements specified in the Standard Provisions apply to the goods, services, means and methods used to produce outputs under this IL.

6. Language of the Agreement¹⁵

This IL is prepared in English and [language(s)]. In the event of ambiguity or conflict between the versions, the English version will control.

[signature page follows]

¹⁵ Include as necessary.

Please indicate your concurrence with the contents of this IL by countersigning the two original versions, and return one of these originals to USAID/[Country].

Sincerely,

[Name]
Mission Director
USAID/[Country]

Concurrence:

Date: _____

[Name]
[Title]
[Grantee Entity] (the Grantee)

cc: [DOAG/BPA signatory/signatories, if distinct]

Attachments

- 1 Technical Specifications
- 2 Fixed Amount Reimbursement
- 3 Output Summary and Payment Amounts
- 4 Standard Provisions

Attachment 1
Project Description and Technical Specifications

[Project Description, including identification of various elements, such as roles and responsibilities of each Party; specific plans or documents for which USAID approval is required; and Grantee actions or non-financial contributions, if any, required; and output detailed description, including specifications.]

Attachment 2
Fixed Amount Reimbursement

Each output specified in this IL is separately eligible for reimbursement at the amount specified in this IL for the output in accordance with Attachment 1 and the provisions below. The Grantee may not submit vouchers for reimbursement in excess of the amount fixed for the output or outputs.

- a) Except as USAID may otherwise agree in writing, reimbursement will be made based on: (1) receipt by USAID of a Standard Form 1034 (“SF 1034”); (2) receipt by USAID of a written statement signed by an authorized representative of the Grantee certifying the outputs for which reimbursement is requested have been completed, the accuracy of the information in the SF 1034 and compliance with the terms and conditions of this IL and the Agreement; and (3) verification by USAID staff and/or its contracted monitoring firm of satisfactory completion of the output(s), including compliance with specifications and any other requirements established in this IL. Each SF 1034 shall be clearly reference this IL Number under the Agreement. Each request must indicate the output or outputs for which payment is requested. SF 1034s may be obtained from the USAID Project Manager or at <http://www.usaid.gov/forms/>.

Request for payments on an approved SF 1034 shall be submitted to the USAID Project Manager with a copy to the USAID/[Country] Controller. Payment of reimbursements will be made (preferably through electronic transfer) by the USAID/[Country] Controller. Contact information is as follows:

To: USAID [Country]
Controller, Office of Financial Management
[Address]
[City, Country]

[OR the address of the Consulate if managed by Provincial Mission staff].

Copy: USAID Project Manager for [PROJECT NAME]
U.S. Agency for International Development
[Address]
[City, Country]

USAID will promptly notify the Grantee when USAID has determined that the conditions for a particular reimbursement have been met.

- b) Requests for reimbursement shall be received by USAID no later than three months after the Project Completion Date or such other period as USAID agrees to in writing. In case of anticipated justifiable delays the Grantee should inform USAID. After such period, USAID may reduce the USAID financing for the Project by all or any part thereof for

which requests for reimbursement, accompanied by necessary supporting documentation, were not received before the expiration of such period.

[The following paragraphs should be included if advances are contemplated:]

- c) Upon request by the Grantee, USAID may approve advances for expected requirements for 30-day periods¹⁶ based on cost estimates and the project implementation plan to achieve the outputs. Requests for an advance must be:
 - a. Submitted by the 10th of the month prior to the month in which the expenditures to be financed by the advance will be made;
 - b. Submitted on a SF 1034;
 - c. Clearly marked as a “Request for Advance”; and
 - d. Note what amounts are requested for which output.
- d) The Grantee may submit requests for advances on a quarterly basis, i.e. submission of 3 SF-1034s, one for each month in the upcoming quarter.
- e) Upon output completion and verification by USAID, the Grantee will submit an SF-1034 (marked “Liquidation of Advances”) to liquidate the advances provided previously for the completed output(s). The Liquidation of Advances SF-1034 is due by the 15th of the month after output completion is verified by USAID.
- f) One or more advances may be liquidated either by a single output or as a pro rata liquidation by several outputs. In the case of pro rata liquidation, USAID shall deduct a pro rata amount from each payment until the advance is completely expensed with final output acceptance.
- g) All amounts disbursed as advances against outputs are for financing purposes only and are expressly subject to refund to USAID until liquidated, including if outputs are not completed by the Project Completion date.
- h) Any interest earned above \$250 per year on advances prior to their liquidation must be refunded to USAID pursuant to instructions provided by the USAID Mission.

¹⁶ Monthly advance disbursements are the norm, but M/DCFO has the authority to approve longer advance periods upon receipt of adequate written justification.

Attachment 3

Output Summary and Payment Amounts

The below include the corresponding specifications and requirements in Attachment 1, Project Description and Technical Specifications (the “Technical Specifications”).

Output	Verification Method	Payment Amount	Notes

Attachment 4

Environmental Requirements

[Include unless a categorical exclusion has been approved that requires no clarification regarding implementation limits in order to abide by such exclusion. The Project/activity should be implemented in conformance with results of the IEE completed pursuant to 22 CFR 216, which should be incorporated into and specified as requirements for outputs as appropriate to ensure compliance with either categorical exclusions or further assessment, mitigation or other environmental actions. The costs of such compliance measures/actions must be included/integrated in output payment amounts at the time those payment amounts are fixed.]

USAID and the Grantee agree to implement the Project in conformance with the regulatory and legal requirements of the Grantee's environmental legislation and USAID's environmental policies. In particular, the Project will be implemented in conformity with this Attachment, the detailed study of reasonably foreseeable significant environmental effects.

Environmental reporting requirements are provided below and incorporated pages. The Grantee is required to create and follow an environmental mitigation plan and report (EMPR) for each thematic area covered by this agreement. The EMPR shall include the following:

- Coversheet;
- Narrative with project specific information, including level of effort;
- Annexes:
 - Environmental Screening Form (Table 1);
 - Identification of Mitigation Plan (Table 2);
 - Environmental Monitoring and Tracking Table (Table 3);
 - Photos and Maps, as appropriate.

The EMPR will capture potential environmental impacts and also inform whether a supplemental Initial Environmental Examination (IEE) is required and should be completed and submitted to USAID.

[See Attached Pages]

Attachment 5

Non-Health Fixed Amount Reimbursement Standard Provisions¹⁷

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A. Eligibility Rules for Procurement of Commodities and Services

¹⁷ The requirements specified in the Standard Provisions apply to the goods, services, means and methods used to produce outputs under this IL.

- i) No USAID funding under this IL may be used to finance contracts or grants to organizations and individuals that are suspended, debarred, or ineligible, as indicated on the U.S. Government Excluded Parties List System (www.SAM.gov).
- ii) Unless otherwise approved by USAID in this Implementation Letter, no USAID funds under this Implementation Letter may be used to finance the procurement of:
 - (1) Military equipment,
 - (2) Surveillance equipment,
 - (3) Commodities and services for support of police or other law enforcement activities,
 - (4) Abortion equipment and services, information, education, training, or communication programs that seek to promote abortion as a method of family planning, or lobbying for or against abortion
 - (5) Involuntary sterilization equipment or services
 - (6) Luxury goods and gambling equipment, or
 - (7) Weather modification equipment;
 - (8) Support for police, prisons, or other law enforcement or security forces or activities,
 - (9) Agricultural commodities,
 - (10) Motor vehicles not manufactured in the United States,
 - (11) Pharmaceuticals or contraceptives,
 - (12) Pesticides,
 - (13) Used equipment,
 - (14) U.S. Government-owned excess property, or
 - (15) Fertilizer.
- iii) Source and Nationality:¹⁸
 - (1) Except as specified in this IL or as USAID may otherwise agree in writing, all goods financed under this IL shall have their source, and the suppliers of all goods and services financed under this IL shall have their nationality, in countries included in Geographic Code 937. Goods and services financed under this IL must be available for purchase in the applicable Geographic Code at the time of purchase. Geographic Code 937 includes: the Grantee Country, the United States or a developing country. Geographic Code 935 includes any country which is not a prohibited source. For a current list of countries within each Geographic Code, see the attached lists.¹⁹

¹⁸ Include only if goods and services are NOT limited to locally available costs.

¹⁹ Attach lists from ADS 310 Mandatory References listing countries classified as Developing Countries, Advanced Developing Countries and Prohibited Sources.

- (2) Any individual transaction not exceeding \$25,000, excluding those specifically requiring USAID approval by the Agreement or this IL, may be procured from any non-prohibited source or nationality, Geographic Code 935.

B. Termination and Suspension

1. Either Party may terminate this Project in its entirety or in part by giving the other Party thirty (30) days written notice. USAID may also suspend this Project in whole or in part upon giving the Grantee written notice. In addition, USAID may terminate or suspend this Project in whole or in part, upon giving the Grantee written notice, if: (i) the Grantee fails to comply with any provision of this Project; (ii) an event occurs that USAID determines makes it improbable that the outputs will be attained or that the Grantee will be able to perform its obligations under this IL; or (iii) any disbursement or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.
2. Any portion of this Project that is not suspended or terminated shall remain in full force and effect.

C. Refunds

1. Funds obligated by USAID, but not disbursed to the Grantee before the Project Completion Date or before the Project is terminated, will revert to USAID, except for funds committed by the Grantee to a legally binding transaction applicable to the Project. [Any funds advanced to, but not disbursed by, the Grantee before the Project Completion Date or the Project's termination must be refunded to USAID, except for funds committed by the Grantee to a legally binding transaction applicable to the Project.²⁰]
2. In accordance with Section E.2 of the Agreement, any funds provided by USAID under the Project that are expended by the Grantee or any of its contractors, grantees or employees not in accordance with the terms of the Agreement or this IL must be refunded to USAID.

D. Title to and Disposition of Property

1. Ownership of equipment, supplies, and other property purchased with funds under the Project will vest in the Grantee. Disposition of excess property financed under the Project will be made in consultation with USAID.

²⁰ Include if advances are authorized for the subject IL.

2. In the event any patentable rights are created or developed under this IL, USAID shall be granted a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The Grantee agrees to include, or cause to be included, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention." The Grantee must ensure any and all contractors and/or grantees under this IL agree to cooperate in the preparation and prosecution of any U.S., Grantee or third country patent applications, to execute all papers requisite in the prosecution of such application, and to secure the cooperation of any employee.

3. For all other intellectual property developed, or for which ownership is purchased, under this IL, USAID reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the intellectual property, and to authorize others to do so.

E. Marking and Public Communications under USAID-Funded Activities

a. As specified in the outputs, the Grantee will publicize and mark the programs and activities under this Implementation Letter as made possible with support from the American people through the U.S. Agency for International Development (USAID). All publicity and marking efforts will comply with USAID policies for branding and marking as may be requested by USAID in writing. In addition, the Grantee will:

b. Share with USAID any public communications strategy and plans for the programs and activities under this Implementation Letter for comments. Any public communications strategy and plans will be designed to ensure adequate public awareness about the program in general as well as about the fact that this program is made possible with support from the American people through USAID.

c. Develop specific guidance for all related publicity activities about how to acknowledge USAID assistance as necessary. Such guidance will specify language to be included in all speeches, written information materials, audio/video/print ads, and other publicity effort related to the program under this Implementation Letter. The guidance will be approved by USAID and enforced by the Grantee throughout the lifetime of the program.

d. As necessary, develop specific guidance and templates for prominent and permanent marking of all assistance, activities, and public communications under this program with the USAID logo and the U.S. flag. Items under this program include but are not limited to all 1) assistance sites, events, items; 2) informational and promotional material (e.g., press releases, websites, brochures, video/print ads, posters, billboards, promotional handouts, etc.) , and 3) materials prepared for related events (e.g., backdrops, streamers, standees, PowerPoint presentations, folders, notebooks, etc.). Marking with the USAID logo and the U.S. flag will comply with USAID requirements and policies.

e. Provide USAID with information about pending publicity events and achievement of key milestones and invite U.S. Government representatives to participate at these events as part of the effort to acknowledge USAID support for the program.

f. Provide USAID with any press releases, communications strategies and plans, marking guidance, and other public information or publicity material for comments, clearance, and coordination.

USAID, through its Project Manager, will provide the Grantee with the USAID policies, information and guidance pertinent to implementation of the subject project activities, including access to files of USAID logos and the U.S. flag. USAID may elect to design and implement additional publicity activities to promote U.S. assistance under this Implementation Letter.

F. Terrorist Financing

Consistent with numerous United Nations Security Council resolutions, including UNSCR 1267 (1999), UNSCR 1368 (2001), UNSCR 1373 (2001), and UNSCR 1989 (2011), both USAID and the Grantee are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Grantee agrees to use reasonable efforts to ensure that none of the USAID funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

G. Faith-Based Activities

The Grantee must not favor or discriminate against any contractor, subrecipient, beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded under this Project. Further, funds provided under this Project may not be used in a manner that supports, enables or facilitates explicitly religious activities, which include, without limitation, worship, religious instruction, prayer, or proselytization.

H. Prohibition on Private Entity Trafficking in Persons

Pursuant to the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime, the Grantee is firmly committed to the fight against trafficking in persons. Pursuant to this fight, no contractor or grantee under this Implementation Letter that is a private entity, or any of its employees, may engage in trafficking in persons or use forced labor during the Project Period.

I. Sexual Exploitation, Sexual Abuse and Sexual Harassment

(a) The Parties have a zero tolerance for inaction approach to tackling sexual exploitation, sexual abuse and sexual harassment (“SEA” and “SH”).¹ This means the recipient, and its implementing partners, will take all reasonable and adequate steps to prevent SEA and SH of any person linked to the delivery of this agreement by both its employees and any implementing partner and respond appropriately when reports of SEA and SH arise. Unless inconsistent with a specific policy or rule governing the recipient, the recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this agreement and provide evidence to demonstrate this where required:

1. Adherence to the IASC-Minimum Operation Standards and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;
2. A victim/survivor-centred approach² to SEA and SH issues;
3. Strong leadership and signalling on tackling SEA and SH;
4. Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
5. Robust reporting to enhance accountability and transparency.

Recipients will ensure that SEA and SH standards from this arrangement are reflected in funding templates with implementing partners.

(b) (1) The recipient will promptly inform the USAID Office of the Inspector General (OIG) of any allegation credible enough to warrant an investigation of SEA related to this agreement. The recipient should also promptly report any allegation credible enough to warrant an investigation of SEA that is not directly related to this agreement, but would be of significant impact to the partnership with USAID. Upon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient’s laws and procedures concerning disclosure of information.

(2) Notifications should indicate, as available and applicable: the agreement number, nature of the alleged misconduct, date of alleged misconduct, date of first report to the recipient, location, involvement of an implementing partner, state of affairs concerning the investigation and the action that will be taken by the recipient, and whether the case is referred to law enforcement. The recipient will provide updates on the status of the case as appropriate.

¹ See the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response for definitions of sexual harassment and sexual exploitation and abuse.

² A victim/survivor-centered approach is one for which the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the survivor and/or handling information regarding the allegation must maintain confidentiality, take appropriate measures to ensure the safety of the survivor, and apply survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with national and local child welfare and protection legislation and international standards, whichever gives greater protection.

- (c) It is understood and accepted that the recipient will report on SEA in accordance with subparagraph b, as consistent with its respective laws, regulations, rules, policies and procedures and subject to not compromising the safety, security, privacy and due process rights of any concerned persons. Any information or documentation provided in accordance with subparagraph b above will be treated by USAID OIG with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the express written authorization of the recipient before disclosing any such information/ documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. federal or international law applicable to USAID and is not subject to the recipient's privileges and immunities under international and/or federal law.
- (d) When the recipient becomes aware of suspicions or complaints of SEA and SH, the recipient will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) in a manner consistent with a survivor-centred approach. The recipient must maintain appropriate standards that govern the conduct of its personnel and implementing partners and a suitable mechanism for complete and comprehensive reporting of such conduct.
- (e) USAID or any of its duly authorized representatives may at all times carry out reviews, evaluations or other oversight measures to verify the recipient's zero tolerance for SEA and SH, in accordance with agreed terms of reference. The recipient will fully cooperate with any such reasonable requests by USAID or any of its duly authorized representatives or agents to carry out such oversight measures.

J. United Nations Security Council Sanctions Lists

It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities designated for United Nations Security Council sanctions. In accordance with this policy, the Grantee agrees to use reasonable efforts to ensure that none of the funds provided under this grant are used to provide support of individuals or entities designated for UN Security Council sanctions (compendium of Security Council Targeted Sanctions Lists at: http://www.un.org/sc/committees/list_comp.html).

As Applicable Standard Provisions

XX. Worker's Rights

[Include where this may be relevant]

Except as specifically set forth in this IL or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that contributes to the violation of internationally recognized workers rights of workers in the Grantee's country.

XX. Investment Promotion

[include in agreements where investment promotion issues could be relevant]

(a) No funds or other support provided hereunder may be used to provide a financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States.

(b) In the event the Grantee requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Grantee must notify USAID and provide a detailed description of the proposed activity. The Grantee must not proceed with the activity, or authorize contractors or grantees to do so, until advised by USAID that it may do so.

XX. Contract Insurance Requirement

[Applies where contracts entered into by a Grantee country government are “approved” by USAID (e.g., as contained in Section F of the IL)- See ADS 220 Mandatory Reference [Legal Requirements for G2G Assistance](#)]

The Grantee shall ensure that its contractors or subcontractors (a) provide, before commencing performance under any contracts or subcontracts funded under this Grant, such workers' compensation insurance or security as required by USAID and (b) continue to maintain such insurance until performance is completed.

XX. Prohibition on Assistance to Drug Traffickers

[Include provision if the country is a Major Narcotics Country- see ADS 206. ADS 206 requires, among other things, advance review of key individuals prior to sub-obligation]

(a) USAID may terminate this Implementation Letter or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

[If there are COVERED PARTICIPANTS]

(b) USAID may terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

[If there are LOANS OVER \$1000]

(c) For any loan over \$1000 made under the Implementation Letter, the Grantee shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the Grantee if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

(d) Upon notice by USAID of a determination under section (a) and at USAID's option, the Grantee agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

[If there is a DESIGNATED SUBGRANTEE - modify the clause to fit the category of sub-Grantee, e.g., if the designated sub-Grantee is a U.S. NGO, review is not required and subparagraph (1) can be deleted]

(e) The Grantee agrees not to disburse, or sign documents committing the Grantee to disburse, funds to a sub-Grantee designated by USAID ("Designated Sub-Grantee") until advised by USAID that: (1) any United States Government review of the Designated Sub-Grantee and its

key individuals has been completed; (2) any related certifications have been obtained; and (3) the assistance to the Designated Sub-Grantee has been approved.

XX. Training Requirements

[Drafting Note: This provision applies to Projects that contain any exchange visitor activities or participant training, as defined in [ADS 252](#) and [253](#), respectively, conducted or paid for by the recipient with USAID funds under the Project. For exchange visitor requirements referenced in paragraph b., see ADS 252 and 253].

- a. The Grantee shall provide the following information to the USAID representative for all training that takes place under this Implementation Letter in any location other than the United States no later than 30 calendar days after the training session concludes:
 1. A description of the training program;
 2. The training dates;
 3. The method of instruction used (in-person or distance/virtual);
 4. The training provider's name, address and type;
 5. A brief description of the training program subject;
 6. The amount USAID funded for the instructor, materials, and trainee costs, including travel, per diem or registration fees;

7. The amount funded for the training from all other sources;
8. A description of the group of individuals trained;
9. The number of males and females trained; and
10. All of the countries of residence for the individuals trained.

The Grantee shall not conduct any training under this Implementation Letter for which attendees must travel to the United States without prior approval from the USAID designated representative for this Implementation Letter. The USAID designated representative for this Implementation Letter will provide further requirements and instructions to the Grantee for any such training.

XX. International Travel and Air Transportation

[APPLICABILITY: This provision is applicable when costs for international travel or air transportation of cargo are included in output payment amounts. This provision is not applicable if the Grantee is providing for international travel costs as part of its contribution. When international travel is required for output completion, USAID must monitor such travel complies with this provision.]

a. FLY AMERICA ACT RESTRICTIONS

- (1) The Grantee must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this Implementation Letter pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- (2) In the event that the Grantee selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the Grantee must document such transportation in accordance with this provision and maintain such documentation pursuant to the Agreement's Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (i) The Grantee uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).
 - (ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):
 - a. Australia on an Australian airline,
 - b. Switzerland on a Swiss airline, or

- c. Japan on a Japanese airline;
 - (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
 - (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
 - (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
 - (vi) If the US Flag Air Carrier does not offer direct service,
 - a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

b. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the Grantee for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the Grantee, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the Grantee's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

XX. Transportation of Cargo

[include where goods may be shipped to the partner country for the Project]

The Grantee shall comply with all provisions set forth in Section C.6 of Annex 2, of the Agreement regarding transportation of cargo.

XX. Abortion and Involuntary Sterilization Restrictions [Include if Project includes any democracy and governance activities that will support constitutional or any health-related legislative reform.]

- (a) Funds made available under this IL must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) No funds made available under this IL 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.
- (c) No funds made available under this IL 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.

Additional As Applicable Standard Provisions for Health-Related Projects and Activities

XX. Abortion and Involuntary Sterilization Restrictions

[Insert if Project does NOT include family planning activities. Do not use the Voluntary Population Planning Activities provision when this provision is included, but one of them must be included in all ILs.]

- (a) Funds made available under this IL must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) No funds made available under this IL 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.
- (c) No funds made available under this IL will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(End of Provision)

XX. Voluntary Population Planning Activities

[Insert if Project includes family planning activities. Do not use the Abortion and Involuntary Sterilization Restrictions provision when this provision is included, but one of them must be included in all ILs.]

a. Voluntary Participation and Family Planning Methods.

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects.

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

shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph. The recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs.

(1) Funds made available under this award shall 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.

(2) The recipient shall ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (A) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (B) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient shall retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Abortion Restrictions.

(1) No funds made available under this award shall be used to finance, support, or be attributed to the following activities:

(A) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;

(B) special fees or incentives to any person to coerce or motivate them to have abortions;

(C) payments to persons to perform abortions or to solicit persons to undergo abortions;

(D) information, education, training, or communication programs that seek to promote abortion as a method of family planning; or

(E) lobbying for or against abortion.

The term “motivate”, as it relates to family planning assistance, shall 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 shall 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.

e. The recipient shall insert this provision in all subsequent subawards and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

(End of Provision)

XX. Conscience Clause

[Insert if Project includes HIV/AIDS activities.]

An organization, including a faith-based organization, which is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

(End of Provision)

XX. Medically Accurate Information About Condoms

[Insert if Project includes HIV/AIDS activities.]

Information provided about the use of condoms as part of projects or activities funded under the award must be medically accurate and must include the public health benefits and failure rates of such use.

(End of Provision)

XX. Prostitution and Sex Trafficking

[Insert if Project includes HIV/AIDS activities.]

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence must be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

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

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(c) The Grantee must insert this provision in all subawards or contracts.

(d) This provision includes express terms and conditions of the award and any violation of it is grounds for unilateral termination of the award by USAID prior to the end of its term.”

(End of Provision)

XX. Needle Exchange

[Insert if Project includes HIV/AIDS activities.]

No funds made available under this award may be used for needle exchange programs.

(End of Provision)

CLEARANCE PAGE: IL for the [Name of Project]

[Include different or additional clearances as appropriate/pursuant to Mission Order or practice/custom:]

PRM: [_____] _____ Date: _____

OFM: [_____] _____ Date: _____

OIE: [_____] _____ Date: _____

RLA: [_____] _____ Date: _____

DD: [_____] _____ Date: _____

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