



*The United States Department of Agriculture (USDA),  
Foreign Agricultural Service (FAS)*

**STANDARD TERMS AND CONDITIONS FOR  
FOREIGN GOVERNMENTS**

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<b>I. CONTROLLING LANGUAGE</b>	<p>All award documents, including progress and financial reports, correspondence, and supplemental documents, must be in the English language and in terms of United States (U.S.) dollars. If an award or any supporting document is provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.</p>	
<b>II. FOREIGN AGRICULTURAL SERVICE (FAS) RESPONSIBILITIES</b>	<p>The USDA signatory listed on the agreement, or his/her designee is responsible for all actions on behalf of FAS with regard to this award, including entering into, changing, or terminating the award. Except as otherwise provided in the award, the DA is responsible for administrative coordination and liaison with the recipient. Except as otherwise provided in the award, the DA is the only person authorized to approve changes in any of the requirements in the award. Except as otherwise provided in the award, a change effected by the recipient at the direction of any person other than the DA will be considered to have been made without authority, and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.</p>	
<b>III. RECIPIENT RESPONSIBILITIES AND COMPLIANCE</b>	<p>The recipient is responsible for notifying FAS of any significant problems relating to the administrative, programmatic or financial aspects of the award. The recipient has full responsibility for the management of the project or activity supported under the award and for compliance with all terms and conditions of the award. This will include responsibility to enter into a subrecipient agreement with an entity receiving a subaward under this award to ensure that such subrecipient complies with all applicable award terms. Although the recipient is encouraged to seek the advice and opinion of the FAS Program Manager (PM) or FAS's Grants Management Officer (GMO) on special problems that may arise, such advice does not diminish the recipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time a decision is made and does not imply that the responsibility for operating decisions has shifted to FAS.</p>	

<p><b>IV. ADMINISTRATIVE REQUIREMENTS</b></p>	<p>The Country Director, Chief of Party, Project Leader, Principal Investigator, or an equivalent official of the recipient shall receive a copy of these general terms and conditions, including any subsequent changes to them, and any specific requirements set forth in the award.</p> <p>The appropriate recipient officials shall be made aware of the terms and conditions. These terms and conditions may be duplicated, copied or otherwise reproduced as appropriate.</p>	
<p><b>V. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS</b></p>	<ol style="list-style-type: none"> <li>1. Requirement for System for Award Management Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</li> <li>2. Requirement for unique entity identifier If you are authorized to make subawards under this award, you: <ol style="list-style-type: none"> <li>i. Must notify potential subrecipients that no entity (<i>see</i> definition in paragraph 3 of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.</li> <li>ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.</li> </ol> </li> <li>3. Definitions For purposes of this award term: <ol style="list-style-type: none"> <li>i. <i>System for Award Management (SAM)</i> means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <a href="https://www.sam.gov">https://www.sam.gov</a>).</li> <li>ii. <i>Unique entity identifier</i> means the identifier required for SAM registration to uniquely identify business entities.</li> </ol> </li> </ol>	<p>4.</p>

	<p>iii. <i>Entity</i>, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:</p> <ol style="list-style-type: none"> <li>1. A Governmental organization, which is a State, local government, or Indian Tribe;</li> <li>2. A foreign public entity;</li> <li>3. A domestic or foreign nonprofit organization;</li> <li>4. A domestic or foreign for-profit organization; and</li> <li>5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.</li> </ol> <p>iv. <i>Subaward</i>:</p> <ol style="list-style-type: none"> <li>1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.</li> <li>2. The term does not include your procurement of property and services needed to carry out the project or program.</li> <li>3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.</li> </ol> <p>v. <i>Subrecipient</i> means an entity that:</p> <ol style="list-style-type: none"> <li>1. Receives a subaward from you under this award; and</li> <li>2. Is accountable to you for the use of the Federal funds provided by the subaward.</li> </ol>	
<p><b>VI. CONFIDENTIALITY OF INFORMATION</b></p>	<p>a. Confidential information, as used in this provision, means:</p> <ol style="list-style-type: none"> <li>1. Information or data of a personal nature about an individual.</li> <li>2. Information or data submitted by or pertaining to an institution or organization.</li> <li>3. Product and/or commercial information; trade secret information; personal privacy information; or the recipient’s internal, pre-decisional information.</li> </ol> <p>b. Confidential information generated in the performance of activities under this award is subject to the recipient’s rules, including any established administrative, technical, and physical safeguards to protect</p>	<p>b.</p>

	<p>the security of confidential information, as laid down, <i>inter alia</i>, in the confidentiality policy of the recipient.</p> <p>c. FAS and the recipient may, by mutual consent, identify elsewhere in this award specific information or categories of information that the U.S. Government will furnish to the recipient which will be considered to be confidential.</p>	
<p><b>VII. FRAUD, CORRUPTION, AND OTHER PROHIBITED CONDUCT</b></p>	<p>a. The parties have a zero tolerance approach toward fraud, corruption, and other prohibited conduct, as defined below, which applies to all staff members, consultants, and other individual independent contractors, institutional contractors, implementing partners, and subrecipients receiving funding provided under this agreement.</p> <p>b. For purposes of this provision, prohibited conduct is defined according to the recipient’s applicable regulations and policy on fraud and corruption, provided the following practices are included therein:</p> <ol style="list-style-type: none"> <li>1. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;</li> <li>2. “fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;</li> <li>3. “collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> <li>4. “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>5. “obstructive practices” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its</li> </ol>	

	<p>knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the recipient's contractual rights of audit or access to information.</p> <p>c. <u>Prevention of prohibited conduct.</u> The parties are firmly committed to take all necessary precautions to avoid and address prohibited conduct. The recipient will maintain appropriate standards that govern the conduct of its personnel related to prohibited conduct as set forth in the recipient's applicable staff regulations and rules, financial regulations and rules, and policies and procedures.</p> <p>d. <u>Action regarding knowledge of prohibited conduct.</u> With respect to knowledge of any actual, suspected, or alleged prohibited conduct, the recipient agrees that it has in place a suitable mechanism for a complete and comprehensive reporting of such conduct. When prohibited conduct is reported, the recipient's internal oversight body will take timely action as determined to be appropriate. When the recipient's internal oversight body determines an investigation is appropriate, the investigation will be conducted in accordance with the recipient's regulations, rules, policies, and procedures.</p> <p>e. <u>Cooperation with regard to information concerning prohibited conduct.</u> The recipient and FAS agree to promptly bring knowledge of prohibited conduct in relation to the agreement, of which the recipient or FAS have been informed or have otherwise become aware, to the attention of the recipient's internal oversight body. When the recipient becomes aware of evidence of prohibited conduct, the recipient's oversight body will promptly inform FAS or USDA's Office of Inspector General (OIG) and, upon reasonable request, the recipient agrees to provide FAS or USDA's OIG with relevant information and updates, in conformity with the recipient's regulations, rules, official policies and procedures, and privileges and immunities.</p> <p>f. Any information or documentation provided in accordance with subparagraph e. above will be treated by FAS with utmost discretion in order to ensure <i>inter alia</i> the probity and confidentiality of any</p>	
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	<p>investigation, to protect sensitive information, to maximize the prospect of recovery of funds, to ensure the safety and security of persons or assets, and to respect the due process rights of all involved. FAS shall ensure that information or documentation provided will be available solely to FAS personnel who strictly require access to such information or documentation. Notwithstanding the preceding, in the event that information or documentation provided to FAS by the recipient is required to be released by U.S. law, such as the Freedom of Information Act (FOIA), or by an order from a U.S. court, FAS will notify and consult with the recipient prior to releasing such information or documentation. FAS may, on an exceptional basis, request the recipient's consent to the dissemination of such information or documentation in other circumstances. To the maximum extent possible, an authorized official of the recipient will provide such consent in writing.</p> <p>g. Where an investigation has concluded that prohibited conduct has occurred, in connection with subparagraph a. of this provision, the recipient will give proper consideration to referring the matter to the appropriate member state authorities.</p> <p>h. In the event that the recipient determines that any FAS funds have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable financial rules, regulations, policies, and procedures of the recipient, and the following provision: If the FAS Agreement Officer determines that FAS funds provided under the agreement have been expended for purposes not in accordance with the terms of the agreement, the recipient must refund that amount to FAS within 30 days..</p> <p>i. In the event that FAS reasonably believes that timely and appropriate action has not been taken, it has a right to direct consultations to be established at a senior level between FAS and the recipient in order to obtain assurance that the recipient's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.</p>	
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<b>VIII. CONFLICT OF INTEREST</b>	<p>The recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of subawards and subcontracts.</p>	
<b>IX. OFFICIALS NOT TO BENEFIT</b>	<p>A Member of Congress may not enter into or benefit from this Federal award or any part of this Federal award.</p>	
<b>X. TERRORIST FINANCING</b>	<p>Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), the parties are firmly committed to the international fight against terrorism and, in particular, the financing of terrorism. It is the policy of FAS 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 the above mentioned resolutions, the recipient will use reasonable efforts to ensure that none of the commodities or funds provided under this agreement are used to provide support to individuals or entities associated with terrorism.</p>	
<b>XI. TRAFFICKING IN PERSONS</b>	<p>a. <i>Provisions applicable to a recipient that is a private entity.</i></p> <ol style="list-style-type: none"> <li>1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not - <ol style="list-style-type: none"> <li>i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;</li> <li>ii. Procure a commercial sex act during the period of time that the award is in effect; or</li> <li>iii. Use forced labor in the performance of the award or subawards under the award.</li> </ol> </li> <li>2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity - <ol style="list-style-type: none"> <li>i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or</li> </ol> </li> </ol>	

	<p>ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -</p> <ul style="list-style-type: none"> <li>A. Associated with performance under this award; or</li> <li>B. In connection with the employee's performance of duties for or on behalf of the employer organization, or with the organization's knowledge, approval or acquiescence. The organization's acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.</li> </ul> <p>b. <i>Provisions applicable to a recipient other than a private entity.</i> We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -</p> <ol style="list-style-type: none"> <li>1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or</li> <li>2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either - <ul style="list-style-type: none"> <li>i. Associated with performance under this award; or</li> <li>ii. In connection with the employee's performance of duties for or on behalf of the subrecipient, or with the subrecipient's knowledge, approval or acquiescence. The subrecipient's acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.</li> </ul> </li> <li>3. In general, FAS does not intend to terminate an award under this section unless the recipient has failed to take timely and appropriate action with regard to a credible allegation.</li> </ol> <p>c. <i>Provisions applicable to any recipient.</i></p>	
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	<ol style="list-style-type: none"> <li>1. THE RECIPIENT must inform FAS of any information it receives from any source alleging a violation of a prohibition in paragraph a.1 of this award term.</li> <li>2. FAS’s right to terminate unilaterally that is described in paragraph a.2 or b of this section is in addition to all other remedies for noncompliance that are available to it under this award.</li> <li>3. THE RECIPIENT must include the requirements of paragraph a.1 of this award term in any subaward it makes to a private entity.</li> </ol> <p>d. <i>Definitions.</i> For purposes of this award term:</p> <ol style="list-style-type: none"> <li>1. “Employee” means either: <ol style="list-style-type: none"> <li>i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or</li> <li>ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.</li> </ol> </li> <li>2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</li> <li>3. “Private entity”: <ol style="list-style-type: none"> <li>i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in the pertinent regulations.</li> <li>ii. Includes: <ol style="list-style-type: none"> <li>A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than an Indian tribe.</li> <li>B. A for-profit organization.</li> </ol> </li> </ol> </li> <li>4. “Severe forms of trafficking in persons” means:</li> </ol>	
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	<p>(A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or</p> <p>(B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</p> <p>5. “Commercial Sex Act” means any sex act on account of which anything of value is given to or received by any person.</p> <p>6. “Coercion” means:</p> <p>(A) threats of serious harm to or physical restraint against any person;</p> <p>(B) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or</p> <p>(C) the abuse or threatened abuse of the legal process.</p>	
<b>XII. WORKPLACE</b>	In the event funds made available under this award may be used to support work performed at any site in the United States, including its territories and possessions, then provisions shown in Part B will apply.	
<b>XIII. PROHIBITION AGAINST ASSIGNMENT</b>	Notwithstanding any other provision of this award, the recipient shall not transfer, pledge, mortgage, or otherwise assign this award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.	
<b>XIV. LOBBYING RESTRICTION</b>	None of the funds provided under this award may be expended by the recipient to pay 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 the United States in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, 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.	

<p><b>XV. PRIOR APPROVAL REQUIREMENTS</b></p>	<p>The recipient must submit all requests for changes related to the award, in writing, to FAS through the Program Manager before the end date of the period of performance indicated on the award. An amendment of the agreement is required for:</p> <ul style="list-style-type: none"> <li>a. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).</li> <li>b. Additional Federal funding.</li> <li>c. An extension of the period of performance.</li> <li>d. A transfer or transfers of funds between direct cost categories in the approved budget when the cumulative total of such transfer(s) among direct cost categories would exceed ten percent of the total budget approved in this award.</li> <li>e. Unless described in the application and funded in the approved award, the sub-awarding, transfer or contracting out of any work under an award.</li> <li>f. The transfer of an amount(s) budgeted for direct costs to an indirect costs line item or vice versa.</li> </ul>	
<p><b>XVI. PAYMENTS UNDER THE AWARD</b></p>	<p>Except as allowed under Section XVII, the recipient may only request payment for expenses incurred during the period of performance specified in the award.</p> <p>FAS will use payment methods that minimize the time elapsing between the transfer of funds from FAS and the issuance or redemption of checks, warrants, or payment by other means by the recipient. FAS's approval of payment requests will be based on its determination of the recipient's progress towards achieving the award objectives; the amount of unexpended cash on hand as reported in the Standard Form (SF) SF-425, Federal Financial Report, and SF-270, Request for Advance or Reimbursement; and the recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program</p>	

	<p>and other reports. Delinquency in submitting reports may result in payment delays.</p> <p>Third party in-kind contributions and voluntary committed cost sharing, if applicable, must be displayed as separate line items and shall not be included in the total project costs available for advance of funds or reimbursement. The recipient shall report this information on the SF-425.</p> <p>The recipient shall submit a request for payment, as needed, on the SF-270. In no case shall the recipient submit an invoice more frequently than monthly or less frequently than annually. A payment request must comply or otherwise be consistent with the award terms and conditions. All payment requests must be submitted within 90 days after the last day of the period of performance specified in the award. Failure to provide timely performance progress and financial reports may result in a delayed payment. The recipient must retain adequate documentation supporting the payment request (e.g., contracts, timesheets, invoices, etc.) and provide it to FAS or its designee upon request.</p> <p>The payments under this award shall be made in United States Dollars.</p> <p>THE RECIPIENT shall be paid on a reimbursable basis.</p>	
<p><b>XVII. PRE-AWARD COSTS</b></p>	<p>Notwithstanding Section XVI, the payment of costs incurred prior to the period of performance specified in the award, directly pursuant to the negotiation and in anticipation of the agreement, which are necessary for efficient and timely performance of the award, and which are otherwise allowable, may be permitted if the recipient requests and receives FAS's approval in writing prior to incurring such costs. Payment of these costs will be subsequent to and contingent upon signature of the agreement by both parties.</p>	

<p><b>XVIII. INDIRECT COSTS</b></p>	<p>Indirect costs will be allowable charges under this award only to the extent that they are specifically included as a line item in the approved budget for this award. FAS will not allow indirect cost recovery for any actual indirect cost(s) incurred by the recipient that will cause the total indirect costs to exceed the total indirect cost line item in the approved award budget if the total costs under this award would exceed the amount of the award. Any coordination or system levy assessed as a percentage against the budget shall be considered an indirect cost and must be included in the budget as such if applicable.</p>	
<p><b>XIX. UNALLOWABLE COSTS</b></p>	<p>The following are examples of unallowable costs under this award:</p> <ul style="list-style-type: none"> <li>a. Alcoholic Beverages. Costs of alcoholic beverages.</li> <li>b. Bad Debt. Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs.</li> <li>c. Contingencies. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time or intensity, or with an assurance of their happening. The term "contingency reserve" excludes self-insurance reserves, pension funds, and reserves for normal severance pay.</li> <li>d. Contributions (to other entities). Contributions and donations by the recipient to others.</li> <li>e. Entertainment. Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities. (Meals, incidental expenses, and lodging related to travel are allowed when explicitly specified in the award to achieve project goals).</li> <li>f. Goods or services for personal (non-official) use. Costs of goods or services for personal use of the recipient's employees, regardless of whether the cost is reported as taxable income to the employees.</li> </ul>	

	<p>g. Except with the prior approval of FAS, expenditures in connection with the establishment or reorganization of the recipient, such as incorporation fees, brokers' fees, or fees paid to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, even if these fees are paid to employees of the recipient.</p> <p>Purchases of property with funds under this award are authorized only if these items are described in the award. For this purpose, “property” is defined as all real property and any tangible personal property that has a per-unit acquisition value of at least \$5000.00.</p>	
<p><b>XX. AIR TRAVEL</b></p>	<p>The recipient must comply with the Fly America Act (49 U.S.C. 40118) and 41 CFR 301-10.131 – 301-10.143, Use of United States Flag Air Carriers, when air travel is financed by U.S. Government funds under the award.</p>	
<p><b>XXI. REPORTING AND CLOSEOUT REQUIREMENTS</b></p>	<p>The recipient shall submit reports, including performance progress and financial reports, as set forth in the award. These reports shall be submitted with any non-competitive continuation application of the recipient, if the award has not been fully funded and obligated.</p> <p>The Program Manager may grant a request for an extension of a reporting deadline if the Program Manager determines that the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the recipient.</p> <p>Failure to comply with the reporting requirements may jeopardize the recipient’s eligibility for future awards and will result in suspension of future payments under this award until this deficiency has been corrected.</p> <p><b><i>Financial Report Format:</i></b> Financial Status Reports must be submitted via the SF-425 and be signed by the recipient’s certified financial officer.</p>	

***Final Reports:***

The recipient must submit a final Financial Status Report and a final Performance Progress Report within 180 calendar days after the end date of the period of performance specified in the award. The recipient may request an extension to submit a final report later than this date, but it must submit this request at least 45 days before the end of the period of performance. FAS may grant such a request on a case-by-case basis.

***Subrecipient Reporting Requirements:***

The recipient will establish its own subrecipient reporting requirements. The recipient is responsible for monitoring subrecipient activities and training needs, tracking progress toward achieving objectives, and identifying challenges. The recipient will require any subrecipients to adhere to the reporting requirements outlined and communicated by the recipient for the program year.

***Annual Reconciliation of Continuing Assistance Awards:***

FAS will reconcile continuing awards and evaluate program performance and financial reports at least annually. This process will include a comparison of the recipient's work performance to its progress reports and project expenditures.

***Closeout Procedures:***

To comply with required closeout procedures, the recipient will:

- a. reconcile cost or expenditure discrepancies;
- b. pay allowable costs promptly;
- c. collect any unexpended funds or disallowed costs immediately;
- d. de-obligate excess funds;
- e. dispose of any property acquired under the award within 120 calendar days after the end date of the period of performance; and
- f. submit final financial and program reports as provided for in this section.

<p><b>XXII. NOTIFICATION OF CONTRIBUTION OR ASSISTANCE</b></p>	<p>The recipient shall immediately provide written notification to FAS in the event that, subsequent to this award, it receives a voluntary contribution from a government or U.S. Government financial or grant assistance relevant to the activities under this award.</p>	
<p><b>XXIII. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION</b></p>	<p>a. <i>Reporting of first-tier subawards.</i></p> <ol style="list-style-type: none"> <li>1. <i>Applicability.</i> Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity (see definitions in paragraph e. of this award term).</li> <li>2. <i>Where and when to report.</i> <ol style="list-style-type: none"> <li>i. You must report each obligating action described in paragraph a.1. of this award term to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.</li> <li>ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)</li> </ol> </li> <li>3. <i>What to report.</i> You must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.</li> </ol> <p>b. <i>Reporting Total Compensation of Recipient Executives.</i></p> <ol style="list-style-type: none"> <li>1. <i>Applicability and what to report.</i> You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if— <ol style="list-style-type: none"> <li>i. the total Federal funding authorized to date under this award is \$25,000 or more;</li> <li>ii. in the preceding fiscal year, you received— <ol style="list-style-type: none"> <li>a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and</li> </ol> </li> </ol> </li> </ol>	

	<p style="padding-left: 40px;">b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and</p> <p>iii. The public does not have access to information about the compensation of the executives through periodic reports. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</p> <p>2. <i>Where and when to report.</i> You must report executive total compensation described in paragraph b.1. of this award term:</p> <p style="padding-left: 20px;">i. As part of your registration profile at <a href="https://www.sam.gov">https://www.sam.gov</a>.</p> <p style="padding-left: 20px;">ii. By the end of the month following the month in which this award is made, and annually thereafter.</p> <p>c. <i>Reporting of Total Compensation of Subrecipient Executives.</i></p> <p>1. <i>Applicability and what to report.</i> Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—</p> <p style="padding-left: 20px;">i. in the subrecipient's preceding fiscal year, the subrecipient received—</p> <p style="padding-left: 40px;">a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and</p> <p style="padding-left: 40px;">b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance (and subawards); and</p> <p style="padding-left: 20px;">ii. The public does not have access to information about the compensation of the executives through periodic reports. (To determine if the public has access to the compensation</p>	
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information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - i. To FAS.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:

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|  | <ul style="list-style-type: none"> <li>i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.</li> <li>ii. The term does not include your procurement of property and services needed to carry out the project or program.</li> <li>iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.</li> </ul> <p>4. <i>Subrecipient</i> means an entity that:</p> <ul style="list-style-type: none"> <li>i. Receives a subaward from you (the recipient) under this award; and</li> <li>ii. Is accountable to you for the use of the Federal funds provided by the subaward.</li> </ul> <p>5. <i>Total compensation</i> means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following:</p> <ul style="list-style-type: none"> <li>i. <i>Salary and bonus.</i></li> <li>ii. <i>Awards of stock, stock options, and stock appreciation rights.</i> Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.</li> <li>iii. <i>Earnings for services under non-equity incentive plans.</i> This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.</li> <li>iv. <i>Change in pension value.</i> This is the change in present value of defined benefit and actuarial pension plans.</li> <li>v. <i>Above-market earnings on deferred compensation which is not tax-qualified.</i></li> </ul> |  |
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	<p>vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.</p>	
<p><b>XXIV. COPYRIGHTS AND PUBLICATION FOR PROFESSIONAL AUDIENCES</b></p>	<p>The recipient shall hold copyright in any work that is subject to copyright and that was developed, or for which ownership was acquired, pursuant to any grant from or cooperative agreement with FAS. FAS and the recipient may agree on additional provisions concerning intellectual property rights in project outputs developed by the recipient on individual projects funded by FAS. Such additional provisions will be incorporated in the award. The United States Government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, translate or otherwise use, and to authorize others to use, for United States Government purposes, any work in which a recipient, subrecipient, or contractor obtains copyright rights with assistance provided under this award.</p> <p>a. If the recipient finds it is appropriate to acknowledge FAS’s contribution in any publication, media release, or electronic or print material developed or produced pursuant to this award, the recipient will obtain FAS’s written authorization before making such acknowledgment.</p> <p>b. If the recipient intends to identify FAS’s contribution to any publication, video, graphic artwork, or other information or media product resulting from this award, the product shall identify the sponsoring FAS office and bureau or mission and include the following statement:</p> <p>“This [publication, video or other information or media product (specify)] was made possible through support provided by the United States Department of Agriculture’s Foreign Agricultural Service. The opinions expressed herein are those of the author(s)</p>	

	<p>and do not necessarily reflect the views of the Government of the United States, the United States Department of Agriculture, or the Foreign Agricultural Service.”</p> <ul style="list-style-type: none"> <li>c. The recipient shall provide FAS with one copy of all published works developed under this award and with lists of other written work produced under this award.</li> <li>d. The results of the project implemented under this award, in whatever form, shall be the sole property of the recipient, subject to the rights of third parties and to the rules and policies of the recipient.</li> <li>e. Neither the recipient nor FAS will have the right to use the logo or official seal of the other party without express written permission.</li> </ul>	
<p><b>XXV. RETENTION OF RECORDS</b></p>	<p>The recipient is required to maintain books, records, documents, and other evidence (together, the “account records”) that, in reasonable detail, accurately and fairly reflect the transactions of the agreement. The recipient confirms that its financial statements prepared from the account records comply with the financial regulations, rules, policies, and procedures of the recipient and internationally accepted accounting standards. The recipient must maintain the account records after the final disbursement of funds under the agreement, in accordance with the time period specified in the recipient’s records retention policy or for at least three years, whichever is longer.</p>	
<p><b>XXVI. AUDIT</b></p>	<p>The recipient confirms that its financial statements relating to the agreement will be subject to audit in accordance with the applicable financial regulations, rules, policies, and procedures of the recipient. The recipient will notify FAS when reports are available from the recipient’s external and internal oversight bodies. Upon the request of FAS or USDA’s OIG, the recipient will, subject to the recipient’s regulations, rules, official policies and procedures, and privileges and immunities, provide further information</p>	

	<p>from the applicable external and internal oversight bodies on report findings and recommendations related to FAS-funded programs, including implementing partners' and subrecipients' activities.</p> <p>In the event that USDA becomes aware of factors that would indicate a need for closer scrutiny of USDA-funded activities, USDA will bring these to the attention of the recipient. If the recipient's internal oversight body determines the need for a special audit, it will determine the scope and plan for any such audit in consultation with the recipient and USDA as appropriate. The costs of such an audit will constitute allowable costs under the agreement.</p>	
<b>XXVII. COMPLIANCE REVIEWS</b>	<p>USDA may undertake spot checks related to activities funded by FAS. It is agreed that USDA may request and the recipient will provide, in a timely fashion, access to financial information required for such spot checks in accordance with procedures that will be developed in consultation with the recipient. It is understood that representatives of USDA will be given access to the site of the project to the extent possible and/or to the headquarters of the recipient, as requested. The recipient will provide all relevant financial information and clarifications to USDA representatives and will explain, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USDA and the recipient in advance consistent with procedures to be developed in consultation with the recipient. It is understood that such spot checks will not constitute financial, compliance, or other audits of FAS-funded activities and will be undertaken in a manner consistent with the UN's Single Audit Principle. The costs of such spot checks will be borne by FAS.</p>	
<b>XXVIII. SUSPENSION AND TERMINATION</b>	<p>a. Suspension The recipient may unilaterally suspend implementation of project activities under this award in the event that force majeure seriously threatens the safety and security of workers on the site or makes</p>	c.

continuation of project activities and observation of minimum safety precautions impossible. In the event of such a suspension, the recipient shall resume implementation of the project as soon as circumstances allow. The suspension may last for up to a third of the implementing period described in the detailed plan of work mutually approved by FAS and the recipient for the project. If the suspension persists for a longer period of time, FAS and the recipient may mutually agree to terminate the award.

b. Termination

1. By Mutual Agreement

When both parties agree that continuation of all or a portion of the project would not produce results commensurate with further expenditure of funds or for any other reason, all or part of the award may be terminated by mutual consent. If the recipient wishes to terminate all or part of the award, the recipient's authorized representative will send a written request for termination to the Grants Management Officer and concurrently send a copy to the Program Manager. If FAS wishes to terminate all or part of an award, the Deputy Administrator will send a written request for termination to the recipient's authorized representative. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an appropriate written response.

If the two parties agree to terminate the award, they must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. FAS will allow full credit to the recipient for the Federal Share of obligations that were properly incurred by the recipient prior to termination and cannot be cancelled.

	<p>2. Unilateral by the Recipient The recipient may terminate an award in whole or in part. The recipient must notify FAS in writing of its intent to unilaterally terminate the award in whole or in part, and the reasons therefor, not less than 60 days in advance of the effective date of termination.</p> <p>3. Unilateral by FAS</p> <p>i. FAS may terminate an award in whole or in part if it determines that:</p> <ul style="list-style-type: none"><li>A. the assistance provided under the award is no longer necessary or desirable;</li><li>B. storage facilities are inadequate to prevent spoilage or waste of any donated commodities, or distribution of donated commodities will result in substantial disincentive to, or interference with, domestic production or marketing in the target country;</li><li>C. the recipient failed to comply with the terms and conditions of the award; or</li><li>D. there is a basis for termination for cause.</li></ul> <p>ii. FAS must notify the recipient of its intent to unilaterally terminate the award in whole or in part, and the reasons therefor, not less than 60 days in advance of the effective date of termination. FAS will allow full credit to the recipient for the Federal Share of obligations that were properly incurred by the recipient prior to termination and cannot be cancelled, and for all reasonable costs incurred as a result of such termination.</p> <p>4. Consultation and Disputes Each party agrees to timely notify the other in the event that termination is considered. Any dispute between FAS and the recipient arising out of the interpretation or execution of this term</p>	
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	<p>shall be settled by mutual consultations in accordance with Section XXIX.</p> <p>c. Survival of Obligations  The obligations assumed by FAS and the recipient under the award shall survive the termination of the agreement to the extent necessary to permit the orderly conclusion of activities; the withdrawal of personnel, funds and property; the submission of reports required under the award; the settlement of accounts between FAS and the recipient; and the settlement of contractual liabilities under the award with respect to any personnel, subcontractors, consultants or suppliers. The recipient shall promptly remit any remaining funds to FAS after the settlement of accounts between the recipient and FAS.</p>	
<b>XXIX. PRIVILEGES, IMMUNITIES, AND SETTLEMENT OF DISPUTES</b>	The parties agree that this agreement is not intended to be an international agreement governed by international law.	
<b>XXX. APPLICABLE RULES</b>	To the extent not inconsistent with other provisions of the agreement, all activities under this agreement will be implemented in accordance with the recipient's rules, regulations, policies and procedures.	



*The United States Department of Agriculture (USDA)  
Foreign Agricultural Service (FAS)*

**STANDARD TERMS AND CONDITIONS FOR  
FOREIGN ORGANIZATIONS**

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<b>I. CONTROLLING LANGUAGE</b>	<p>All award documents, to include progress and financial reports, must be in the English language and in terms of U.S. dollars, including correspondence and supporting 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.</p>	
<b>II. FOREIGN AGRICULTURAL SERVICE (FAS) RESPONSIBILITIES</b>	<p>The <i>Deputy Administrator (DA)</i> of USDA’s FAS/Office of Capacity Building and Development (OCBD) or his/her designee is responsible for all actions on behalf of FAS, including entering into, changing, or terminating an award. Except as otherwise provided in the Agreement, the DA is responsible for administrative coordination and liaison with the RECIPIENT. Except as otherwise provided in the Agreement, the DA is the only person authorized to approve changes in any of the requirements in the award. Except as otherwise provided in the Agreement, in the event the RECIPIENT effects any change at the direction of any person other than the DA, the change(s) will be considered to have been made without authority and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.</p>	
<b>III. RECIPIENT RESPONSIBILITIES AND COMPLIANCE</b>	<p>The RECIPIENT is responsible for notifying FAS of any significant problems relating to the administrative, programmatic or financial aspects of the award.</p> <p>The RECIPIENT has full responsibility for the management of the project or activity supported under the award and the award terms and conditions. Although the RECIPIENT is encouraged to seek the advice and opinion of the FAS Program Manager (PM) or FAS’ Grants Management Officer (GMO) on special problems that may arise, such advice does not diminish the RECIPIENT’s responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and</p>	

	<p>should not imply that the responsibility for operating decisions has shifted to FAS.</p>	
<p><b>IV. UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REQUIREMENTS</b></p>	<p>Requirement for System for Award Management  Unless you are exempted from this requirement under <u>2 CFR 25.110</u>, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>Requirement for unique entity identifier  If you are authorized to make subawards under this award, you:  Must notify potential subrecipients that no entity (<i>see</i> definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.  May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.</p> <p>Definitions  For purposes of this award term:  <i>System for Award Management (SAM)</i> means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).  <i>Unique entity identifier</i> means the identifier required for SAM registration to uniquely identify business entities.  <i>Entity</i>, as it is used in this award term, means all of the following, as defined at <u>2 CFR part 25</u>, subpart C:  A Governmental organization, which is a State, local government, or Indian Tribe;  A foreign public entity;  A domestic or foreign nonprofit organization;</p>	

	<p>A domestic or foreign for-profit organization; and  A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.</p> <p><i>Subaward:</i>  This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.  The term does not include your procurement of property and services needed to carry out the project or program.  A subaward may be provided through any legal agreement, including an agreement that you consider a contract.</p> <p><i>Subrecipient</i> means an entity that:  Receives a subaward from you under this award; and  Is accountable to you for the use of the Federal funds provided by the subaward.</p>	
<p><b>V.  CONFIDENTIALITY  OF INFORMATION</b></p>	<p>a. Confidential information, as used in this Provision, means:  Information or data of a personal nature about an individual.  Information or data submitted by or pertaining to an institution or organization.  Product and/or commercial information; trade secret information; personal privacy information; and/or RECIPIENT’s internal, pre-decisional information.</p> <p>The Information generated in the performance of activities under this award are subject to RECIPIENT’s rules including any established administrative, technical, and physical safeguards to protect the security and confidentiality of personal information, as laid down, inter alia, in the confidentiality Policy of the RECIPIENT.</p> <p>FAS and the RECIPIENT may, by mutual consent, identify elsewhere in this award specific information and/or categories of information which the Government will furnish to the RECIPIENT which is confidential.</p>	

<p><b>VI. ADMINISTRATIVE AND ALLOWABLE COST REQUIREMENTS:</b></p>	<p>All RECIPIENTS shall comply with the following terms and conditions unless otherwise specified in legislation or program regulations.</p> <p>The principal investigator(s) or project director(s) shall receive a copy of the terms and conditions, including the award-specific requirements, and any subsequent changes in the terms and conditions.</p> <p>The appropriate RECIPIENT officials shall be made aware of the terms and conditions. These terms and conditions may be duplicated, copied or otherwise reproduced as appropriate.</p> <p>This provision does not alter the RECIPIENT's full responsibility for conduct of the project and compliance with all terms and conditions.</p>	
<p><b>VII. MANDATORY DISCLOSURE</b></p>	<p>In the event the RECIPIENT and/or Sub RECIPIENTS become aware of violations of criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award, this information will be brought to the attention of the appropriate official [FAS Deputy Administrator, with a copy to the Program Manager and Grants Management Officer] in writing in a timely manner.</p> <p>In the event that the RECIPIENT and/or Sub RECIPIENT has not complied with the requirements of this section, FAS may take remedial measures as necessary, including suspension or termination in whole or in part of the Federal award.</p>	
<p><b>VIII. PRIOR APPROVAL REQUIREMENTS</b></p>	<p>The RECIPIENT must submit all requests, in writing to FAS through the Program Manager, before the project period end date indicated on the award. Written prior approval, by way of amendment, is required for:</p> <p>Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).</p>	

	<p>Additional Federal funding.  Extension of the period of performance.  Transfers of funds between direct cost categories in the approved budget when such cumulative transfers among those direct cost categories exceed ten percent of the total budget approved in this Award require prior written approval by FAS.  Unless described in the application and funded in the approved award, the sub-award, transfer or contracting out of any work under an award.  The RECIPIENT is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, without prior written approval of FAS.</p>	
<p><b>IX.  UNALLOWABLE COSTS</b></p>	<p><b>“Unallowable costs” means general or centralized expenses directly invoiced under this award, as follows:</b></p> <p>Alcoholic Beverages. Costs of alcoholic beverages.  Bad Debt. Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs.  Contingencies. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable. The term "contingency reserve" excludes self-insurance reserves; pension funds; and reserves for normal severance pay.  Contributions (to other entities). Contributions and donations by the RECIPIENT to others.  Entertainment. Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities. (M&amp;IE and lodging are allowed when explicitly specified in the agreement to achieve project goals).</p>	

	<p>Goods or services for personal use. Costs of goods or services for personal use of the RECIPIENT's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.</p> <p>Expenditures, such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, whether or not employees of the RECIPIENT, in connection with establishment or reorganization, are unallowable except with prior approval of the awarding agency.</p> <p>Generally, the purchase of equipment and property is unallowable unless the Notice of Award authorizes the purchase of such items.</p>	
<p><b>X. INDIRECT COSTS</b></p>	<p>Indirect costs will not be allowable charges against this Agreement unless specifically included as a line item in the approved budget for this award. Indirect cost recovery for any actual indirect costs incurred by the Recipient which are greater than the indirect cost line item in the approved award budget is limited up to the award amount.</p>	
<p><b>XI. PAYMENTS UNDER THE AWARD</b></p>	<p>Payment methods shall minimize the time elapsing between the transfer of funds from FAS and the issuance or redemption of checks, warrants, or payment by other means by the RECIPIENT. Approval of payment requests will be based on the RECIPIENT's progress towards achieving the award objectives, the amount of unexpended cash on-hand as reported in the SF-425 and SF-270, and the RECIPIENT's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.</p>	

	<p>Third party in-kind contributions and voluntary committed cost sharing, if applicable, must be displayed as separate line item and shall not be included in the total project costs available for advance of funds or reimbursement. This information will be reported upon on the SF-425.</p> <p>Request for payment shall be submitted as needed on Standard Form SF-270, Request for Advance or Reimbursement. In no case shall the RECIPIENT submit an invoice more than monthly or less frequently than annually (when work was performed within the budget period). Payment request must comply or otherwise be consistent with award terms and conditions. Failure to provide timely performance progress and financial reports may result in a delayed payment. The RECIPIENT must retain adequate documentation supporting the payment request, (e.g. contracts, timesheets, invoices, etc.) and provide upon FAS', or its designee's request.</p> <p>The payments under this Agreement shall be made in United States Dollars.</p> <p>Interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal payments deposited in interest-bearing accounts must be remitted annually to FAS.</p>	
<p><b>XII. PRE-AWARD COSTS</b></p>	<p>Pre-award costs are not authorized. FAS will not reimburse the RECIPIENT for any costs incurred prior to the beginning date of the period of performance for the award and a signed award by the Deputy Administrator responsible for administering the funds.</p>	
<p><b>XIII. REPORTING REQUIREMENTS</b></p>	<p><b>Performance progress and financial reports shall be submitted as discussed within your Notice of Award. These reports shall be</b></p>	

**submitted with any non-competitive continuation application of the RECIPIENT.**

**Requests for extensions of reporting deadlines may be granted by the Program Manager when the report(s) cannot be furnished in a timely manner for reasons legitimately beyond the control of the RECIPIENT.**

**FAILURE TO COMPLY WITH THE REPORTING REQUIREMENTS MAY JEOPARDIZE ELIGIBILITY FOR FUTURE AWARDS OR WILL RESULT IN SUSPENSION OF ANY FUTURE PAYMENTS UNDER THIS AWARD UNTIL SUCH TIME AS THIS DEFICIENCY HAS BEEN CORRECTED.**

***Report Formats:***

Financial Status Reports must be submitted via the Standard Form (SF) 425 – Federal Financial Report (FFR) and be signed by the RECIPIENT’s certified financial officer.

***Final Reports:***

The RECIPIENT must submit a final Financial Status Report and a final Performance Progress Report within 180 calendar days of the end of the period of performance delineated in the award. If any property or equipment is acquired under the award proper disposition of the property or equipment must be completed. An extension to submit final reports later than stated above, may be requested 45-days in advance from the end of the performance period and may be granted on a case-by-case basis.

In summary, closeout procedures require:

	<p>submission by the grant Recipient of final financial and program reports within one hundred eighty days (180) calendar days after the project period end date or the date specified in the Agreement, whichever is less;  reconciliation of all cost or expenditure discrepancies;  prompt payment of allowable costs;  immediate collection of any unexpended funds or disallowed costs;  de-obligation of excess funds; and  disposition of property and/or equipment acquired under the award.</p> <p><b><i>Sub-RECIPIENT Reporting Requirements:</i></b>  The FAS requires each RECIPIENT to set its own sub-RECIPIENT reporting requirements. RECIPIENTS are responsible for monitoring sub-RECIPIENT activities and training needs, tracking progress toward objectives, and identifying challenges. Sub-RECIPIENTS must adhere to the reporting requirements outlined and communicated by its RECIPIENT for the program year.</p> <p><b><i>Annual Reconciliation of Continuing Assistance Awards:</i></b>  FAS and the RECIPIENT must reconcile continuing awards at least annually and evaluate program performance and financial reports. Items to be reviewed include a comparison of the RECIPIENT's work performance to its progress reports and project expenditures</p>	
<p><b>XIV. CONFLICT OF INTEREST AND FEDERAL ASSISTANCE AWARDS</b></p>	<p>The RECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of sub-awards and sub-contracts.</p>	

<p><b>XV. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS</b></p>	<p>The RECIPIENT must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report. For awards that are renewed quarterly or annually, the retention period is from the date of the submission of the quarterly or annual financial report as authorized by the Department. The Department must request transfer of certain records to its custody from RECIPIENTS when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, FAS may arrange for RECIPIENTS to retain any records that are continuously needed for joint use.</p>	
<p><b>XVI. TERRORIST FINANCING</b></p>	<p>U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the recipient to ensure compliance with these Executive Orders and laws.</p> <p>1. The recipient, to the best of its current knowledge, certifies that it 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).</p> <p>2. The following steps may enable the recipient to comply with its obligations under paragraph 1:</p>	

	<p>a. Before providing any material support or resources to an individual or entity, the recipient will verify that the individual or entity: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by OFAC and is available online at <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>; (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by the United States Department of Agriculture to the recipient; and (iii) has not been included on the list established and maintained pursuant to Security Council Resolutions 1267/1989/2253 by the ISIL (Da'esh) &amp; Al-Qaida Sanctions Committee. To determine whether an individual or entity has been included on this list, the recipient should refer to the list, which is available online at <a href="https://www.un.org/securitycouncil/sanctions/1267/aq_sanctions_list">https://www.un.org/securitycouncil/sanctions/1267/aq_sanctions_list</a>.</p> <p>b. Before providing any material support or resources to an individual or entity, the recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.</p> <p>c. The recipient will also implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.</p> <p>3. For the purposes of this certification -</p> <p>a. "Material support or 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.</p> <p>(i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.</p>	
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	<p>(ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.</p> <p>b. "Terrorist act" means -</p> <p>(i) an act prohibited pursuant to one of the United Nations (UN) Conventions and Protocols related to terrorism located at the following UN web site: <a href="http://www.un.org/en/counterterrorism/legal-instruments.shtml">http://www.un.org/en/counterterrorism/legal-instruments.shtml</a>; or</p> <p>(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or</p> <p>(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.</p> <p>c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.</p> <p>4. References in this certification to the provision of material support or resources will not be deemed to include the furnishing of USDA-provided funds or commodities to the ultimate beneficiaries of assistance under this award, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has</p>	
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	<p>committed, attempted to commit, facilitated, or participated in terrorist acts.</p> <p>5. The recipient’s obligations under paragraph 1 are not applicable to the procurement of goods or services by the recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the recipient has reason to believe that a vendor or supplier of such goods or services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.</p> <p>6. The recipient must include a provision in all subawards and contracts issued under this award prohibiting the subrecipient or contractor from engaging in transactions with, or providing material support or resources to, individuals and organizations associated with terrorism, as provided in this certification.</p>	
<p><b>XVII. COPYRIGHTS and PUBLICATION FOR PROFESSIONAL AUDIENCES</b></p>	<p>The RECIPIENT shall hold copyright in any work that is subject to copyright and that was developed, or for which ownership was acquired, pursuant to any grants from USDA. The Parties may agree on additional provisions concerning intellectual property rights in project outputs developed by the RECIPIENT on individual projects funded by USDA. Such additional provisions will be incorporated in the Grant document and/or related Grant Letter of Agreement or cover letter applicable to the grant in question. The United States Government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, translate or otherwise use, and to authorize others to use, for Federal Government purposes, any rights of copyright to which a RECIPIENT, sub-RECIPIENT, or contractor purchases ownership with assistance support.</p> <p>a. If the RECIPIENT finds it is appropriate to acknowledge USDA’s contribution in any publications, media releases, or</p>	

<p>electronic or print material developed or produced pursuant to this Agreement, the RECIPIENT will seek FAS' authorization before releasing any such acknowledgments.</p> <p>b. If it is the RECIPIENT's intention to identify USDA's contribution to any publication, video, graphic artwork, or other information/media product resulting from this award, the product shall state that the views expressed by the author(s) do not necessarily reflect those of USDA. Acknowledgements should identify the sponsoring FAS office and bureau or mission as well as the following:</p> <p style="padding-left: 40px;">“This publication, video or other information/media product (specify) was made possible through support provided by the United States Department of Agriculture's Foreign Agricultural Service. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the Government of the United States, USDA or the Foreign Agricultural Service.”</p> <p>c. The RECIPIENT shall provide FAS with one copy of all published works developed under this award and with lists of other written work produced under this award.</p> <p>d. The results of the Project, in whatever form, shall be the sole property of the RECIPIENT. Subject to the rights of third parties, and subject also to the rules and policies of the RECIPIENT.</p> <p>e. <i>Seal/Logo.</i> Neither the RECIPIENT nor USDA will have the right to use the logo or official seal of the other party without express written permission.</p>	
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<b>XVIII. PROHIBITION AGAINST ASSIGNMENT</b>	Notwithstanding any other provision of this award, the RECIPIENT shall not transfer, pledge, mortgage, or otherwise assign this award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.	
<b>XIX. OFFICIALS NOT TO BENEFIT</b>	No member of or delegate to Congress or resident Federal Commissioner shall be admitted to any share or part of this award or any benefit that may arise there from; but this provision shall not be construed to extend to this award if made to a corporation, education, or non-profit institution for its general benefit.	
<b>XX. NOTIFICATION OF AWARD FOR SIMILAR PROGRAM</b>	The RECIPIENT shall immediately provide written notification to FAS in the event that, subsequent to this award, other voluntary contributions from governments and/or U.S. Government financial or grant assistance is received relative to the program of activities under this award.	
<b>XXI. LOBBYING RESTRICTION</b>	<p>1. None of the funds provided under an award may be expended by the recipient to pay 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 the United States in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, 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.</p> <p>2. If the recipient falls within the definition of a “person” in 2 CFR 418.105(1), the recipient must comply with 2 CFR part 418 in its entirety with regard to any activity in the United States.</p>	
<b>XXII. AUDIT</b>	All financial accounts and statements shall be expressed in United States Dollars and shall be subject exclusively to the internal and	

	<p>external auditing procedures laid down in the RECIPIENT's Financial Regulations, Rules and directives, in conformity with the single audit principle observed by RECIPIENT.</p> <p>Should an audit report of an External Auditor contain observations relevant to the activities under this Agreement the RECIPIENT shall make available to FAS a copy of such a report, together with the RECIPIENT's comments thereon.</p>	
<p><b>XXIII. AIR TRAVEL</b></p>	<p>The recipient must comply with the Fly America Act (49 U.S.C. 40118) and 41 CFR 301-10.131 – 301-10.143, Use of United States Flag Air Carriers, when air travel is financed by U.S. Government funds under the award.</p>	
<p><b>XXIV. EVALUATION AND SITE VISITS</b></p>	<p>FAS may, separately or jointly with other donors, take the initiative to evaluate and assess whether the programme activities have achieved their objectives, and determine the outcomes, impact and relevance of the interventions funded by this award. The RECIPIENT Office of Evaluation will be consulted on any proposed evaluation, specifically on the Terms of Reference for such evaluation, and irrespective of any participation by the RECIPIENT in an evaluation under this provision. The RECIPIENT may be invited to join such initiatives. The RECIPIENT will, upon request, assist in providing relevant information within the limits of its rules and regulations.</p> <p>FAS, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required.</p> <p>As part of any monitoring and program evaluation activities the RECIPIENT must permit FAS, upon reasonable notice, to interview</p>	

	<p>the organization’s staff and clients regarding the program. Financial documentation must be made available for FAS to review upon request to determine that the funding provided is being maintained in accordance with RECIPIENT’s Financial Rules and Regulations, in separate accounts, and being expended in a manner that furthers the purpose and objectives of the specified Programme Agreement being reviewed.</p> <p>Should any report of the RECIPIENT’s Office of Evaluation contain observations relevant to the activities under this Agreement then the RECIPIENT shall notify and make available to the Government of United States a copy of such a report, together with RECIPIENT’s comments thereon.</p>	
<p><b>XXV. SUSPENSION OR TERMINATION</b></p>	<p>The RECIPIENT may unilaterally suspend implementation of Project activities under this Agreement in the event that force majeure seriously threatens the safety and security of workers on the site or makes continuation of Project activities and observation of minimum safety precautions impossible. The suspension can last for up to a third of the implementing period described in the detailed plan of work mutually approved by the Parties for the Project. In the event of such a suspension, the RECIPIENT shall resume implementation of the Project once circumstances allow. In case the suspension persists longer than a third of the mutually approved implementing period, the Agreement may be terminated by mutual agreement by the Parties.</p> <p>The obligations assumed by the Parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, reports required under this Agreement, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of</p>	

	<p>any personnel, subcontractors, consultants or suppliers. The RECIPIENT shall promptly remit any remaining funds after the settlement of accounts between the Parties to FAS.</p> <p>The RECIPIENT may terminate their performance of a project in whole or in part. When both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the award may be terminated by mutual consent. The RECIPIENT may terminate the project after the authorized representative advises the Grants Management Officer in writing; and concurrently sends a copy to the Program Manager. When FAS wishes to terminate a project, the Deputy Administrator will issue, in writing, a termination notice to the RECIPIENT's authorized representative. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an appropriate written response.</p> <p>The two parties must agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The RECIPIENT must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. FAS will allow full credit to the RECIPIENT for the Federal Share of the obligations that cannot be cancelled properly incurred by the RECIPIENT prior to termination.</p> <p><i>For Cause.</i> FAS reserves the right to terminate the award in whole or in part at any time before the project period end date, whenever it is determined that the RECIPIENT has failed to comply with the conditions of the award. FAS must promptly notify the RECIPIENT in writing of the determination and reasons for the termination, together with the effective date. Payments made to RECIPIENT by</p>	
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	<p>FAS awards terminated for cause must be in accordance with the legal rights and liabilities of the parties.</p> <p><i>Disputes:</i> Any dispute between FAS and the RECIPIENT arising out of the interpretation or execution of this Agreement shall be settled by mutual consultations <i>between FAS and the RECIPIENT</i>.</p>	
<p><b>XXVI. SUSPENSION AND DEBARMENT</b></p>	<p>The recipient must comply with 2 CFR part 180, as adopted and supplemented by 2 CFR part 417. These provisions protect the public interest by ensuring that the Federal Government does not conduct business, directly or indirectly, with persons who have been excluded from being a participant or principal in a covered transaction with the Federal Government. “Covered transactions” are described in subpart B of 2 CFR part 180, as supplemented by subpart B of 2 CFR part 417, for the purposes of these regulations. The recipient is advised to take note of 2 CFR 417.215(a)(8) and (a)(9) and 417.220(c) and (d), which exclude from covered transactions any transaction or any procurement contract to be implemented outside the United States that is below the primary tier covered transaction in a USDA foreign assistance program, export credit guarantee program, or direct credit program. (In this situation, the recipient is also advised to note the requirements in 2 CFR 417.215(b) and 417.220(e).) The recipient must pay particular attention to the requirements in subpart C of 2 CFR part 180, as supplemented by subpart C of 2 CFR part 417.</p> <p>The recipient must immediately inform FAS/CCC if, at any time before or after entering into a covered transaction with FAS, it or any of its principals is or becomes suspended, debarred, or otherwise excluded or disqualified from entering into covered transactions with the Federal Government or meets any of the other criteria in 2 CFR 180.335.</p> <p>Before entering into a covered transaction with another person at the next lower tier, the recipient must verify that the person with whom it</p>	

	<p>intends to do business is not excluded or disqualified by checking the System for Award Management (SAM) exclusions at <a href="http://www.sam.gov">www.sam.gov</a> or taking another action set forth in 2 CFR 180.300. The recipient may not enter into a covered transaction with an excluded or disqualified person, unless it has obtained an exception, as specified in 2 CFR 180.305.</p> <p>Before entering into a covered transaction with a participant at the next lower tier, the recipient must include a term or condition in the transaction requiring the lower tier participant to:</p> <p>(1) Comply with subpart C of 2 CFR part 180, as supplemented by subpart C of 2 CFR part 417; and</p> <p>(2) Pass the requirement to comply with subpart C of 2 CFR part 180, as supplemented by subpart C of 2 CFR part 417, to each person with whom the lower tier participant enters into a covered transaction at the next lower tier.</p>	
<p><b>XXVII. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION</b></p>	<p>a. <i>Reporting of first-tier subawards.</i></p> <p><i>Applicability.</i> Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity (see definitions in paragraph e. of this award term).</p> <p><i>Where and when to report.</i> You must report each obligating action described in paragraph a.1. of this award term to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.</p> <p>For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)</p> <p><i>What to report.</i> You must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.</p>	

	<p><i>b. Reporting Total Compensation of RECIPIENT Executives. Applicability and what to report.</i> You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if— the total Federal funding authorized to date under this award is \$25,000 or more; in the preceding fiscal year, you received— 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance; and The public does not have access to information about the compensation of the executives through periodic reports. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</p> <p><i>Where and when to report.</i> You must report executive total compensation described in paragraph b.1. of this award term: As part of your registration profile at <a href="https://www.sam.gov">https://www.sam.gov</a>. By the end of the month following the month in which this award is made, and annually thereafter.</p> <p><i>c. Reporting of Total Compensation of SUBRECIPIENT Executives. Applicability and what to report.</i> Unless you are exempt as provided in paragraph d. of this award term, for each first-tier SUBRECIPIENT under this award, you shall report the names and total compensation of each of the SUBRECIPIENT's five most highly compensated executives for the SUBRECIPIENT's preceding completed fiscal year, if—</p>	
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	<p>in the SUBRECIPIENT's preceding fiscal year, the SUBRECIPIENT received—</p> <p>80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and</p> <p>\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance (and subawards); and</p> <p>ii. The public does not have access to information about the compensation of the executives through periodic reports. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</p> <p><i>Where and when to report.</i> You must report SUBRECIPIENT executive total compensation described in paragraph c.1. of this award term:</p> <p>To the RECIPIENT.</p> <p>By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (<i>i.e.</i>, between October 1 and 31), you must report any required compensation information of the SUBRECIPIENT by November 30 of that year.</p> <p>d. <i>Exemptions</i></p> <p>If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:</p> <p>Subawards, and</p> <p>The total compensation of the five most highly compensated executives of any SUBRECIPIENT.</p> <p>e. <i>Definitions.</i> For purposes of this award term:</p> <p><i>Entity</i> means all of the following:</p> <p>A Governmental organization, which is a State, local government, or Indian tribe;</p>	
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	<p>A foreign public entity;  A domestic or foreign nonprofit organization;  A domestic or foreign for-profit organization;  A Federal agency, but only as a SUBRECIPIENT under an award or subaward to a non-Federal entity.</p> <p><i>Executive</i> means officers, managing partners, or any other employees in management positions.</p> <p><i>Subaward</i>:  This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the RECIPIENT award to an eligible SUBRECIPIENT.  The term does not include your procurement of property and services needed to carry out the project or program  A subaward may be provided through any legal agreement, including an agreement that you or a SUBRECIPIENT considers a contract.</p> <p><i>SUBRECIPIENT</i> means an entity that:  Receives a subaward from you (the RECIPIENT) under this award;  and  Is accountable to you for the use of the Federal funds provided by the subaward.</p> <p><i>Total compensation</i> means the cash and noncash dollar value earned by the executive during the RECIPIENT's or SUBRECIPIENT's preceding fiscal year and includes the following:  <i>Salary and bonus.</i>  <i>Awards of stock, stock options, and stock appreciation rights.</i> Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.</p>	
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	<p><i>Earnings for services under non-equity incentive plans.</i> This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.</p> <p><i>Change in pension value.</i> This is the change in present value of defined benefit and actuarial pension plans.</p> <p><i>Above-market earnings on deferred compensation which is not tax-qualified.</i></p> <p>Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.</p>	
<p><b><u>XXVIII. AMERICANS WITH DISABILITIES ACT OF 1990</u></b></p>	<p>The recipient must comply with the requirements of Title I of the Americans with Disabilities Act of 1990 (ADA), which prohibits a recipient from discriminating on the basis of disability against U.S. citizens in employment in the United States. In addition, a recipient controlled by a U.S. employer is prohibited from discriminating on the basis of disability against U.S. citizens in employment in a foreign country, except where the action would not be unlawful under the ADA (42 U.S.C. §§ 12101– 12117).</p>	
<p><b><u>XXIX. TRAFFICKING IN PERSONS</u></b></p>	<p>a. <i>Provisions applicable to a recipient that is a private entity.</i></p> <p>1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—</p> <ul style="list-style-type: none"> <li>i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;</li> <li>ii. Procure a commercial sex act during the period of time that the award is in effect; or</li> <li>iii. Use forced labor in the performance of the award or subawards under the award.</li> </ul>	

	<p>2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —</p> <ul style="list-style-type: none"> <li>i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or</li> <li>ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— <ul style="list-style-type: none"> <li>A. Associated with performance under this award; or</li> <li>B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 417.</li> </ul> </li> </ul> <p>b. <i>Provision applicable to a recipient other than a private entity.</i> We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—</p> <ul style="list-style-type: none"> <li>1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or</li> <li>2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either— <ul style="list-style-type: none"> <li>i. Associated with performance under this award; or</li> <li>ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 417.</li> </ul> </li> </ul> <p>c. <i>Provisions applicable to any recipient.</i></p> <ul style="list-style-type: none"> <li>1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.</li> </ul>	
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	<p>2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:</p> <ul style="list-style-type: none"> <li>i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and</li> <li>ii. Is in addition to all other remedies for noncompliance that are available to us under this award.</li> </ul> <p>3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.</p> <p>d. <i>Definitions.</i> For purposes of this award term:</p> <ul style="list-style-type: none"> <li>1. “Employee” means either: <ul style="list-style-type: none"> <li>i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or</li> <li>ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.</li> </ul> </li> <li>2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</li> <li>3. “Private entity”: <ul style="list-style-type: none"> <li>i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.</li> <li>ii. Includes: <ul style="list-style-type: none"> <li>A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).</li> <li>B. A for-profit organization.</li> </ul> </li> </ul> </li> <li>4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).</li> </ul>	
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**B. PROVISIONS FOR A PARTICULAR TYPE OF RECIPIENT**

**I. Uniform Administrative Requirements, Cost Principles, and Audit Requirements** [Applicable only to agreements with recipients under the Food for Progress Program, McGovern-Dole Program, LRP Program, and any other program to which FAS has taken action to make subparts A through E of 2 CFR part 200 applicable]

The recipient must comply with subparts A through E of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by the U.S. Department of Agriculture through 2 CFR part 400 and supplemented by applicable program regulations.

If the total Federal share of this Federal award may include more than \$500,000 over the period of performance, this Federal award will include the term and condition in 2 CFR part 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

**II. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants** [Applicable only to agreements where the foreign organization recipient is a corporation]

This Federal award is subject to sections 744 and 745 of the Financial Services and General Government Appropriations Act, 2019 (enacted as Division D of the Consolidated Appropriations Act, 2019, P.L. 116-6) or similar language in a later-enacted appropriations act. Accordingly, by accepting this Federal award, the recipient asserts that it: (1) does not have 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; and (2) has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months. The recipient must notify FAS in writing, prior to accepting this award, if it is unable to make one or both of these assertions. If the recipient is unable to make one or both of these assertions, FAS will deny the award on this basis, unless a Federal agency has considered suspension or debarment of the recipient, based on the unpaid tax liability, conviction, or both, and determined that suspension or debarment is not necessary to protect the interests of the Government.

**C. ADDITIONAL PROVISIONS FOR RECIPIENTS CONDUCTING ACTIVITIES WITHIN THE UNITED STATES**

[Note: FAS will consider whether an agreement will include activities conducted in the United States, as described in these provisions. If such an activity will be included in the agreement, then FAS will include the corresponding provision in the agreement.]

**I. Hotel and Motel Fire Safety Act of 1990**

Recipients that conduct conferences, meetings, conventions, or training in the United States that are funded in whole or in part with Federal funds must ensure that any rooms, facilities, or services of a place of public accommodation that the recipients use in connection with such activities comply with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. 2225.

**II. Civil Rights**

Recipients that conduct a program within the United States that is delivered to United States citizens must comply with the

requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. USDA implementing regulations for the Act are found at 7 CFR part 15.

Recipients that conduct a program within the United States that is delivered to United States citizens must comply with the Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of Federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to <http://www.lep.gov>.

**III. Drug-free Workplace**

Recipients that perform work in connection with this award at any site in the United States must comply, with regard to such workplace, with the drug-free workplace requirements in Subpart B of 2 CFR part 182, as implemented and supplemented by 2 CFR part 421, in accordance with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. 8101 - 8106).

**IV. Prohibition of Age Discrimination**

The recipient must ensure that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance under this award, in accordance with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*) and 7 CFR part 15c. If the recipient makes available to a subrecipient funds that it has received from FAS under this award, it must notify the subrecipient of its obligations under the Age Discrimination Act of 1975.

**D. PROVISIONS FOR INFREQUENT ACTIVITIES**

[Note: FAS will consider whether an agreement will include any of the activities covered by these provisions. If such an activity will be included in the agreement, then FAS will include the corresponding provision in the agreement.]

**I. Paperwork Reduction**

Recipients that conduct a collection of information on behalf of FAS, i.e., FAS is “sponsoring or conducting” the information collection, must submit to FAS copies of questionnaires and any other forms for clearance. A collection of information means the obtaining, causing to be obtained, soliciting, or requiring the disclosure to third parties or the public, of facts or opinions by or for FAS, regardless of form or format, calling for either-

- (i) answers to identical questions posed to, or identical reporting or recordkeeping requirements imposed on, ten or more persons, other than agencies, instrumentalities, or employees of the United States;
- or
- (ii) answers to questions posed to agencies, instrumentalities, or employees of the United States which are to be used for general statistical purposes.

**II. Protection of Human Research Subjects**

*[If human subjects will be utilized for research, your organization must notify the Agency Grants Management Officer immediately.]*



*The United States Department of Agriculture (USDA),  
Foreign Agricultural Service (FAS)*

**STANDARD TERMS AND CONDITIONS FOR  
[NAME OF PIO]**

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<b>I. CONTROLLING LANGUAGE</b>	<p>All award documents, including progress and financial reports, correspondence, and supplemental documents, must be in the English language and in terms of United States (U.S.) dollars. If an award or any supporting document is provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.</p>	
<b>II. FOREIGN AGRICULTURAL SERVICE (FAS) RESPONSIBILITIES</b>	<p>The USDA signatory listed on the agreement, or his/her designee is responsible for all actions on behalf of FAS with regard to this award, including entering into, changing, or terminating the award. Except as otherwise provided in the award, the program manager is responsible for administrative coordination and liaison with the recipient. Except as otherwise provided in the award, the signatory is the only person authorized to approve changes in any of the requirements in the award. Except as otherwise provided in the award, a change effected by the recipient at the direction of any person other than the signatory will be considered to have been made without authority, and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.</p>	
<b>III. RECIPIENT RESPONSIBILITIES AND COMPLIANCE</b>	<p>The recipient is responsible for notifying FAS of any significant problems relating to the administrative, programmatic or financial aspects of the award. The recipient has full responsibility for the management of the project or activity supported under the award and for compliance with all terms and conditions of the award. This will include responsibility to enter into a subrecipient agreement with an entity receiving a subaward under this award to ensure that such subrecipient complies with all applicable award terms. Although the recipient is encouraged to seek the advice and opinion of the FAS Program Manager (PM) or FAS's Grants Management Officer (GMO) on special problems that may arise, such advice does not diminish the recipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time a decision is made and does not imply that the responsibility for operating decisions has shifted to FAS.</p>	

<p><b>IV. ADMINISTRATIVE REQUIREMENTS</b></p>	<p>The Country Director, Chief of Party, Project Leader, Principal Investigator, or an equivalent official of the recipient shall receive a copy of these general terms and conditions, including any subsequent changes to them, and any specific requirements set forth in the award.</p> <p>The appropriate recipient officials shall be made aware of the terms and conditions. These terms and conditions may be duplicated, copied or otherwise reproduced as appropriate.</p>	
<p><b>V. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS</b></p>	<ol style="list-style-type: none"> <li>1. Requirement for System for Award Management Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</li> <li>2. Requirement for unique entity identifier If you are authorized to make subawards under this award, you: <ol style="list-style-type: none"> <li>i. Must notify potential subrecipients that no entity (<i>see</i> definition in paragraph 3 of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.</li> <li>ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.</li> </ol> </li> <li>3. Definitions For purposes of this award term: <ol style="list-style-type: none"> <li>i. <i>System for Award Management (SAM)</i> means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <a href="https://www.sam.gov">https://www.sam.gov</a>).</li> <li>ii. <i>Unique entity identifier</i> means the identifier required for SAM</li> </ol> </li> </ol>	<p>4.</p>

	<p>registration to uniquely identify business entities.</p> <p>iii. <i>Entity</i>, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:</p> <ol style="list-style-type: none"> <li>1. A Governmental organization, which is a State, local government, or Indian Tribe;</li> <li>2. A foreign public entity;</li> <li>3. A domestic or foreign nonprofit organization;</li> <li>4. A domestic or foreign for-profit organization; and</li> <li>5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.</li> </ol> <p>iv. <i>Subaward</i>:</p> <ol style="list-style-type: none"> <li>1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.</li> <li>2. The term does not include your procurement of property and services needed to carry out the project or program.</li> <li>3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.</li> </ol> <p>v. <i>Subrecipient</i> means an entity that:</p> <ol style="list-style-type: none"> <li>1. Receives a subaward from you under this award; and</li> <li>2. Is accountable to you for the use of the Federal funds provided by the subaward.</li> </ol>	
<p><b>VI. CONFIDENTIALITY OF INFORMATION</b></p>	<p>a. Confidential information, as used in this provision, means:</p> <ol style="list-style-type: none"> <li>1. Information or data of a personal nature about an individual.</li> <li>2. Information or data submitted by or pertaining to an institution or organization.</li> <li>3. Product and/or commercial information; trade secret information; personal privacy information; or the recipient’s internal, pre-decisional information.</li> </ol> <p>b. Confidential information generated in the performance of activities under this award is subject to the recipient’s rules, including any</p>	<p>b.</p>

	<p>established administrative, technical, and physical safeguards to protect the security of confidential information, as laid down, <i>inter alia</i>, in the confidentiality policy of the recipient.</p> <p>c. FAS and the recipient may, by mutual consent, identify elsewhere in this award specific information or categories of information that the U.S. Government will furnish to the recipient which will be considered to be confidential.</p>	
<p><b>VII. FRAUD, CORRUPTION, AND OTHER PROHIBITED CONDUCT</b></p>	<p>a. The parties have a zero tolerance approach toward fraud, corruption, and other prohibited conduct, as defined below, which applies to all staff members, consultants, and other individual independent contractors, institutional contractors, implementing partners, and subrecipients receiving funding provided under this agreement.</p> <p>b. For purposes of this provision, prohibited conduct is defined according to the recipient’s applicable regulations and policy on fraud and corruption, provided the following practices are included therein:</p> <ol style="list-style-type: none"> <li>1. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;</li> <li>2. “fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;</li> <li>3. “collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> <li>4. “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>5. “obstructive practices” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt,</li> </ol>	

	<p>fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the recipient's contractual rights of audit or access to information.</p> <p>c. <u>Prevention of prohibited conduct.</u> The parties are firmly committed to take all necessary precautions to avoid and address prohibited conduct. The recipient will maintain appropriate standards that govern the conduct of its personnel related to prohibited conduct as set forth in the recipient's applicable staff regulations and rules, financial regulations and rules, and policies and procedures.</p> <p>d. <u>Action regarding knowledge of prohibited conduct.</u> With respect to knowledge of any actual, suspected, or alleged prohibited conduct, the recipient agrees that it has in place a suitable mechanism for a complete and comprehensive reporting of such conduct. When prohibited conduct is reported, the recipient's internal oversight body will take timely action as determined to be appropriate. When the recipient's internal oversight body determines an investigation is appropriate, the investigation will be conducted in accordance with the recipient's regulations, rules, policies, and procedures.</p> <p>e. <u>Cooperation with regard to information concerning prohibited conduct.</u> The recipient and FAS agree to promptly bring knowledge of prohibited conduct in relation to the agreement, of which the recipient or FAS have been informed or have otherwise become aware, to the attention of the recipient's internal oversight body. When the recipient becomes aware of evidence of prohibited conduct, the recipient's oversight body will promptly inform USDA's Office of Inspector General (OIG) and, upon reasonable request, the recipient agrees to provide USDA's OIG with relevant information and updates, in conformity with the recipient's regulations, rules, official policies and procedures, and privileges and immunities.</p> <p>f. Any information or documentation provided in accordance with subparagraph e. above will be treated by FAS with utmost discretion in</p>	
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	<p>order to ensure <i>inter alia</i> the probity and confidentiality of any investigation, to protect sensitive information, to maximize the prospect of recovery of funds, to ensure the safety and security of persons or assets, and to respect the due process rights of all involved. FAS shall ensure that information or documentation provided will be available solely to FAS personnel who strictly require access to such information or documentation. Any disclosure of such information/documentation beyond such personnel will require written consultation with the recipient.</p> <p>g. Where an investigation has concluded that prohibited conduct has occurred, in connection with subparagraph a. of this provision, the recipient will give proper consideration to referring the matter to the appropriate member state authorities.</p> <p>h. In the event that the recipient determines that any FAS funds have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable financial rules, regulations, policies, and procedures of the recipient, and the following provision: If the FAS Agreement Officer determines that FAS funds provided under the agreement have been expended for purposes not in accordance with the terms of the agreement, the recipient must refund that amount to FAS within 30 days..</p> <p>i. In the event that FAS reasonably believes that timely and appropriate action has not been taken, it has a right to direct consultations to be established at a senior level between FAS and the recipient in order to obtain assurance that the recipient's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.</p>	
<p><b>VIII. CONFLICT OF INTEREST</b></p>	<p>The recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of subawards and subcontracts.</p>	
<p><b>IX. OFFICIALS NOT TO BENEFIT</b></p>	<p>A Member of Congress may not enter into or benefit from this Federal award or any part of this Federal award.</p>	

<p><b>X. TERRORIST FINANCING</b></p>	<p>Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both FAS and the recipient are firmly committed to the international fight against terrorism and, in particular, against the financing of terrorism. It is the policy of FAS 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 recipient undertakes to use reasonable efforts to ensure that none of the FAS funds provided under the award are used to provide support to individuals or entities associated with terrorism.</p>	
<p><b>XI. TRAFFICKING IN PERSONS</b></p>	<p>a. <i>Provisions applicable to a recipient that is a private entity.</i></p> <ol style="list-style-type: none"> <li>1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not - <ol style="list-style-type: none"> <li>i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;</li> <li>ii. Procure a commercial sex act during the period of time that the award is in effect; or</li> <li>iii. Use forced labor in the performance of the award or subawards under the award.</li> </ol> </li> <li>2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity - <ol style="list-style-type: none"> <li>i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or</li> <li>ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either - <ol style="list-style-type: none"> <li>A. Associated with performance under this award; or</li> <li>B. In connection with the employee's performance of duties for or on behalf of the employer organization, or with the organization's knowledge, approval or acquiescence. The organization's acceptance of the benefits derived from the</li> </ol> </li> </ol> </li> </ol>	

conduct is evidence of knowledge, approval or acquiescence.

b. *Provisions applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
  - i. Associated with performance under this award; or
  - ii. In connection with the employee's performance of duties for or on behalf of the subrecipient, or with the subrecipient's knowledge, approval or acquiescence. The subrecipient's acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.
3. In general, FAS does not intend to terminate an award under this section unless the recipient has failed to take timely and appropriate action with regard to a credible allegation.

c. *Provisions applicable to any recipient.*

1. The recipient must inform FAS of any information it receives from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. FAS's right to terminate unilaterally that is described in paragraph a.2 or b of this section is in addition to all other remedies for noncompliance that are available to it under this award.
3. The recipient must include the requirements of paragraph a.1 of this award term in any subaward it makes to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

	<ul style="list-style-type: none"> <li>i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or</li> <li>ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.</li> </ul> <p>2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</p> <p>3. “Private entity”:</p> <ul style="list-style-type: none"> <li>i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in the pertinent regulations.</li> <li>ii. Includes: <ul style="list-style-type: none"> <li>A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than an Indian tribe.</li> <li>B. A for-profit organization.</li> </ul> </li> </ul> <p>4. “Severe forms of trafficking in persons” means:</p> <ul style="list-style-type: none"> <li>(A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or</li> <li>(B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</li> </ul> <p>5. “Commercial Sex Act” means any sex act on account of which anything of value is given to or received by any person.</p> <p>6. “Coercion” means:</p>	
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	<p>(A) threats of serious harm to or physical restraint against any person;</p> <p>(B) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or</p> <p>(C) the abuse or threatened abuse of the legal process.</p>	
<b>XII. WORKPLACE</b>	Funds made available under this award may not be used to support work performed at any site in the United States, including its territories and possessions.	
<b>XIII. PROHIBITION AGAINST ASSIGNMENT</b>	Notwithstanding any other provision of this award, the recipient shall not transfer, pledge, mortgage, or otherwise assign this award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.	
<b>XIV. LOBBYING RESTRICTION</b>	None of the funds provided under this award may be expended by the recipient to pay 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 the United States in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, 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.	
<b>XV. PRIOR APPROVAL REQUIREMENTS</b>	The recipient must submit all requests for changes related to the award, in writing, to FAS through the Program Manager before the end date of the period of performance indicated on the award. An amendment of the agreement is required for:	

	<ul style="list-style-type: none"> <li>a. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).</li> <li>b. Additional Federal funding.</li> <li>c. An extension of the period of performance.</li> <li>d. A transfer or transfers of funds between direct cost categories in the approved budget when the cumulative total of such transfer(s) among direct cost categories would exceed ten percent of the total budget approved in this award.</li> <li>e. Unless described in the application and funded in the approved award, the sub-awarding, transfer or contracting out of any work under an award.</li> <li>f. The transfer of an amount(s) budgeted for direct costs to an indirect costs line item or vice versa.</li> </ul>	
<p><b>XVI. PAYMENTS UNDER THE AWARD</b></p>	<p>Except as allowed under Section XVII, the recipient may only request payment for expenses incurred during the period of performance specified in the award.</p> <p>FAS will use payment methods that minimize the time elapsing between the transfer of funds from FAS and the issuance or redemption of checks, warrants, or payment by other means by the recipient. FAS's approval of payment requests will be based on its determination of the recipient's progress towards achieving the award objectives; the amount of unexpended cash on hand as reported in the Standard Form (SF) SF-425, Federal Financial Report, and SF-270, Request for Advance or Reimbursement; and the recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.</p> <p>Third party in-kind contributions and voluntary committed cost sharing, if applicable, must be displayed as separate line items and shall not be</p>	

	<p>included in the total project costs available for advance of funds or reimbursement. The recipient shall report this information on the SF-425.</p> <p>The recipient shall submit a request for payment, as needed, on the SF-270. In no case shall the recipient submit an invoice more frequently than monthly or less frequently than annually. A payment request must comply or otherwise be consistent with the award terms and conditions. All payment requests must be submitted within 90 days after the last day of the period of performance specified in the award. Failure to provide timely performance progress and financial reports may result in a delayed payment. The recipient must retain adequate documentation supporting the payment request (e.g., contracts, timesheets, invoices, etc.) and provide it to FAS or its designee upon request.</p> <p>The payments under this award shall be made in United States Dollars.</p> <p>If payments are made on an advance basis, the recipient may, but is not required to, retain interest earned up to \$500 per year for administrative expenses. Any additional interest earned on Federal payments deposited in interest-bearing accounts must be remitted annually as instructed by FAS.</p>	
<p><b>XVII. PRE-AWARD COSTS</b></p>	<p>Notwithstanding Section XVI, the payment of costs incurred prior to the period of performance specified in the award, directly pursuant to the negotiation and in anticipation of the agreement, which are necessary for efficient and timely performance of the award, and which are otherwise allowable, may be permitted if the recipient requests and receives FAS's approval in writing prior to incurring such costs. Payment of these costs will be subsequent to and contingent upon signature of the agreement by both parties.</p>	

<b>XVIII. INDIRECT COSTS</b>	<p>Indirect costs will be allowable charges under this award only to the extent that they are specifically included as a line item in the approved budget for this award. FAS will not allow indirect cost recovery for any actual indirect cost(s) incurred by the recipient that will cause the total indirect costs to exceed the total indirect cost line item in the approved award budget if the total costs under this award would exceed the amount of the award. Any coordination or system levy assessed as a percentage against the budget shall be considered an indirect cost and must be included in the budget as such if applicable.</p>	
<b>XIX. UNALLOWABLE COSTS</b>	<p>The following are examples of unallowable costs under this award:</p> <ul style="list-style-type: none"> <li>a. Alcoholic Beverages. Costs of alcoholic beverages.</li> <li>b. Bad Debt. Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs.</li> <li>c. Contingencies. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time or intensity, or with an assurance of their happening. The term "contingency reserve" excludes self-insurance reserves, pension funds, and reserves for normal severance pay.</li> <li>d. Contributions (to other entities). Contributions and donations by the recipient to others.</li> <li>e. Entertainment. Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities. (Meals, incidental expenses, and lodging related to travel are allowed when explicitly specified in the award to achieve project goals).</li> <li>f. Goods or services for personal (non-official) use. Costs of goods or services for personal use of the recipient's employees, regardless of whether the cost is reported as taxable income to the employees.</li> </ul>	

	<p>g. Except with the prior approval of FAS, expenditures in connection with the establishment or reorganization of the recipient, such as incorporation fees, brokers' fees, or fees paid to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, even if these fees are paid to employees of the recipient.</p> <p>Purchases of property with funds under this award are authorized only if these items are described in the award. For this purpose, "property" is defined as all real property and any tangible personal property that has a per-unit acquisition value of at least \$5000.00.</p>	
<p><b>XX. AIR TRAVEL</b></p>	<p>All air transportation financed by this award must be accomplished by or marketed by U.S. flag air carriers, in economy class accommodation, except in any of the following circumstances:</p> <ul style="list-style-type: none"> <li>a. Travel by a non-U.S. flag carrier is a matter of necessity, for medical reasons or because there is an imminent risk to life or safety of an employee;</li> <li>b. No U.S. flag air carrier provides service on a route;</li> <li>c. No U.S. flag air carrier provides service on a portion of a route, in which case a non-U.S. flag air carrier may be used, but only to or from the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service;</li> <li>d. Service is provided under a bilateral or multilateral "Open Skies Agreement," which currently means on an air carrier certificated in the European Union, Switzerland, Japan, or Australia;</li> <li>e. Service on a non-U.S. air carrier would be three hours or less, and use of the U.S. flag air carrier would at least double the travel time;</li> <li>f. A U.S. flag carrier would extend travel time by six hours or more compared to a non-U.S. flag carrier; or</li> </ul>	

	<p>g. A U.S. flag carrier offers nonstop or direct service (no aircraft change) but it would extend travel time, including delay at the point of origin, by 24 hours or more.</p> <p>When one of the circumstances above applies, the recipient shall so certify, and that certification shall accompany the travel voucher or record of payment. The absence of such certification may result in the cost of the air transportation being disallowed.</p>	
<p><b>XXI. REPORTING AND CLOSEOUT REQUIREMENTS</b></p>	<p>The recipient shall submit reports, including performance progress and financial reports, as set forth in the award. These reports shall be submitted with any non-competitive continuation application of the recipient, if the award has not been fully funded and obligated.</p> <p>The Program Manager may grant a request for an extension of a reporting deadline if the Program Manager determines that the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the recipient.</p> <p>Failure to comply with the reporting requirements may jeopardize the recipient's eligibility for future awards and will result in suspension of future payments under this award until this deficiency has been corrected.</p> <p><b><i>Financial Report Format:</i></b> Financial Status Reports must be submitted via the SF-425 and be signed by the recipient's certified financial officer.</p> <p><b><i>Final Reports:</i></b> The recipient must submit a final Financial Status Report and a final Performance Progress Report within 180 calendar days after the end date of the period of performance specified in the award. The recipient may request an extension to submit a final report later than this date, but it must submit</p>	

	<p>this request at least 45 days before the end of the period of performance. FAS may grant such a request on a case-by-case basis.</p> <p><b><i>Subrecipient Reporting Requirements:</i></b> The recipient will establish its own subrecipient reporting requirements. The recipient is responsible for monitoring subrecipient activities and training needs, tracking progress toward achieving objectives, and identifying challenges. The recipient will require any subrecipients to adhere to the reporting requirements outlined and communicated by the recipient for the program year.</p> <p><b><i>Annual Reconciliation of Continuing Assistance Awards:</i></b> FAS will reconcile continuing awards and evaluate program performance and financial reports at least annually. This process will include a comparison of the recipient’s work performance to its progress reports and project expenditures.</p> <p><b><i>Closeout Procedures:</i></b> To comply with required closeout procedures, the recipient will:</p> <ol style="list-style-type: none"> <li>a. reconcile cost or expenditure discrepancies;</li> <li>b. pay allowable costs promptly;</li> <li>c. collect any unexpended funds or disallowed costs immediately;</li> <li>d. de-obligate excess funds;</li> <li>e. dispose of any property acquired under the award within 120 calendar days after the end date of the period of performance; and</li> <li>f. submit final financial and program reports as provided for in this section.</li> </ol>	
<p><b>XXII. NOTIFICATION OF CONTRIBUTION OR ASSISTANCE</b></p>	<p>The recipient shall immediately provide written notification to FAS in the event that, subsequent to this award, it receives a voluntary contribution from a government or U.S. Government financial or grant assistance relevant to the activities under this award.</p>	

**XXIII. REPORTING  
SUBAWARDS AND  
EXECUTIVE  
COMPENSATION**

- a. *Reporting of first-tier subawards.*
1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity (see definitions in paragraph e. of this award term).
  2. *Where and when to report.*
    - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. *Reporting Total Compensation of Recipient Executives.*
1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. the total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received—
      - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and
      - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports. (To determine if the public has access to the compensation

	<p>information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</p> <ol style="list-style-type: none"> <li>2. <i>Where and when to report.</i> You must report executive total compensation described in paragraph b.1. of this award term:       <ol style="list-style-type: none"> <li>i. As part of your registration profile at <a href="https://www.sam.gov">https://www.sam.gov</a>.</li> <li>ii. By the end of the month following the month in which this award is made, and annually thereafter.</li> </ol> </li> </ol> <p><i>c. Reporting of Total Compensation of Subrecipient Executives.</i></p> <ol style="list-style-type: none"> <li>1. <i>Applicability and what to report.</i> Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—       <ol style="list-style-type: none"> <li>i. in the subrecipient’s preceding fiscal year, the subrecipient received—           <ol style="list-style-type: none"> <li>a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (and subawards); and</li> <li>b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance (and subawards); and</li> </ol> </li> <li>ii. The public does not have access to information about the compensation of the executives through periodic reports. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</li> </ol> </li> <li>2. <i>Where and when to report.</i> You must report subrecipient executive total compensation described in paragraph c.1. of this award term:       <ol style="list-style-type: none"> <li>i. To FAS.</li> </ol> </li> </ol>	
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- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program.

	<ul style="list-style-type: none"> <li>iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.</li> </ul> <p>4. <i>Subrecipient</i> means an entity that:</p> <ul style="list-style-type: none"> <li>i. Receives a subaward from you (the recipient) under this award; and</li> <li>ii. Is accountable to you for the use of the Federal funds provided by the subaward.</li> </ul> <p>5. <i>Total compensation</i> means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following:</p> <ul style="list-style-type: none"> <li>i. <i>Salary and bonus.</i></li> <li>ii. <i>Awards of stock, stock options, and stock appreciation rights.</i> Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.</li> <li>iii. <i>Earnings for services under non-equity incentive plans.</i> This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.</li> <li>iv. <i>Change in pension value.</i> This is the change in present value of defined benefit and actuarial pension plans.</li> <li>v. <i>Above-market earnings on deferred compensation which is not tax-qualified.</i></li> <li>vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.</li> </ul>	
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<p><b>XXIV. COPYRIGHTS AND PUBLICATION FOR PROFESSIONAL AUDIENCES</b></p>	<p>The recipient shall hold copyright in any work that is subject to copyright and that was developed, or for which ownership was acquired, pursuant to any grant from or cooperative agreement with FAS. FAS and the recipient may agree on additional provisions concerning intellectual property rights in project outputs developed by the recipient on individual projects funded by FAS. Such additional provisions will be incorporated in the award. The United States Government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, translate or otherwise use, and to authorize others to use, for United States Government purposes, any work in which a recipient, subrecipient, or contractor obtains copyright rights with assistance provided under this award.</p> <p>a. If the recipient finds it is appropriate to acknowledge FAS’s contribution in any publication, media release, or electronic or print material developed or produced pursuant to this award, the recipient will obtain FAS’s written authorization before making such acknowledgment.</p> <p>b. If the recipient intends to identify FAS’s contribution to any publication, video, graphic artwork, or other information or media product resulting from this award, the product shall identify the sponsoring FAS office and bureau or mission and include the following statement:  “[This [publication, video or other information or media product (specify)] was made possible through support provided by the United States Department of Agriculture’s Foreign Agricultural Service. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the Government of the United States, the United States Department of Agriculture, or the Foreign Agricultural Service.”</p> <p>c. The recipient shall provide FAS with one copy of all published works developed under this award and with lists of other written work produced under this award.</p> <p>d. The results of the project implemented under this award, in whatever form, shall be the sole property of the recipient, subject to the rights of third parties and to the rules and policies of the recipient.</p> <p>e. Neither the recipient nor FAS will have the right to use the logo or official seal of the other party without express written permission.</p>	
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<b>XXV. RETENTION OF RECORDS</b>	<p>The recipient is required to maintain books, records, documents, and other evidence (together, the “account records”) that, in reasonable detail, accurately and fairly reflect the transactions of the agreement. The recipient confirms that its financial statements prepared from the account records comply with the financial regulations, rules, policies, and procedures of the recipient and internationally accepted accounting standards. The recipient must maintain the account records after the final disbursement of funds under the agreement, in accordance with the time period specified in the recipient’s records retention policy or for at least three years, whichever is longer.</p>	
<b>XXVI. AUDIT</b>	<p>The recipient confirms that its financial statements relating to the agreement will be subject to audit in accordance with the applicable financial regulations, rules, policies, and procedures of the recipient. Annual reports from both the external and internal auditors are publicly available on the recipient’s website. Upon the request of FAS or USDA’s OIG, the recipient will, subject to the recipient’s regulations, rules, official policies and procedures, and privileges and immunities, provide further information from the applicable external and internal oversight bodies on report findings and recommendations related to FAS-funded programs, including implementing partners’ and subrecipients’ activities.</p> <p>In the event that USDA becomes aware of factors that would indicate a need for closer scrutiny of USDA-funded activities, USDA will bring these to the attention of the recipient. If the recipient’s internal oversight body determines the need for a specialaudit, it will determine the scope and plan for any such audit in consultation with the recipient and USDA as appropriate. The costs of such an audit will constitute allowable costs under the agreement.</p>	
<b>XXVII. COMPLIANCE REVIEWS</b>	<p>USDA may undertake spot checks related to activities funded by FAS. It is agreed that USDA may request and the recipient will provide, in a</p>	

	<p>timely fashion, access to financial information required for such spot checks in accordance with procedures that will be developed in consultation with the recipient. It is understood that representatives of USDA will be given access to the site of the project to the extent possible and/or to the headquarters of the recipient, as requested. The recipient will provide all relevant financial information and clarifications to USDA representatives and will explain, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USDA and the recipient in advance consistent with procedures to be developed in consultation with the recipient. It is understood that such spot checks will not constitute financial, compliance, or other audits of FAS-funded activities and will be undertaken in a manner consistent with the UN's Single Audit Principle. The costs of such spot checks will be borne by FAS.</p>	
<p><b>XXVIII. SUSPENSION AND TERMINATION</b></p>	<p>a. Suspension The recipient may unilaterally suspend implementation of project activities under this award in the event that force majeure seriously threatens the safety and security of workers on the site or makes continuation of project activities and observation of minimum safety precautions impossible. In the event of such a suspension, the recipient shall resume implementation of the project as soon as circumstances allow. The suspension may last for up to a third of the implementing period described in the detailed plan of work mutually approved by FAS and the recipient for the project. If the suspension persists for a longer period of time, FAS and the recipient may mutually agree to terminate the award.</p> <p>b. Termination 1. By Mutual Agreement When both parties agree that continuation of all or a portion of the project would not produce results commensurate with further</p>	<p>c.</p>

expenditure of funds or for any other reason, all or part of the award may be terminated by mutual consent. If the recipient wishes to terminate all or part of the award, the recipient's authorized representative will send a written request for termination to the Grants Management Officer and concurrently send a copy to the Program Manager. If FAS wishes to terminate all or part of an award, the Deputy Administrator will send a written request for termination to the recipient's authorized representative. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an appropriate written response.

If the two parties agree to terminate the award, they must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. FAS will allow full credit to the recipient for the Federal Share of obligations that were properly incurred by the recipient prior to termination and cannot be cancelled.

2. Unilateral by the Recipient

The recipient may terminate an award in whole or in part. The recipient must notify FAS in writing of its intent to unilaterally terminate the award in whole or in part, and the reasons therefor, not less than 60 days in advance of the effective date of termination.

3. Unilateral by FAS

- i. FAS may terminate an award in whole or in part if it determines that:
  - A. the assistance provided under the award is no longer necessary or desirable;

	<p>B. storage facilities are inadequate to prevent spoilage or waste of any donated commodities, or distribution of donated commodities will result in substantial disincentive to, or interference with, domestic production or marketing in the target country;</p> <p>C. the recipient failed to comply with the terms and conditions of the award; or</p> <p>D. there is a basis for termination for cause.</p> <p>ii. FAS must notify the recipient of its intent to unilaterally terminate the award in whole or in part, and the reasons therefor, not less than 60 days in advance of the effective date of termination. FAS will allow full credit to the recipient for the Federal Share of obligations that were properly incurred by the recipient prior to termination and cannot be cancelled, and for all reasonable costs incurred as a result of such termination.</p> <p>4. Consultation and Disputes Each party agrees to timely notify the other in the event that termination is considered. Any dispute between FAS and the recipient arising out of the interpretation or execution of this term shall be settled by mutual consultations in accordance with Section XXIX.</p> <p>c. Survival of Obligations The obligations assumed by FAS and the recipient under the award shall survive the termination of the agreement to the extent necessary to permit the orderly conclusion of activities; the withdrawal of personnel, funds and property; the submission of reports required under the award; the settlement of accounts between FAS and the recipient; and the settlement of contractual liabilities under the award with respect to any personnel, subcontractors, consultants or suppliers. The recipient shall promptly remit any remaining funds to FAS after the settlement of accounts between the recipient and FAS.</p>	
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<p><b>XXIX. PRIVILEGES, IMMUNITIES, AND SETTLEMENT OF DISPUTES</b></p>	<p>The parties agree that this agreement is not intended to be an international agreement governed by international law.</p> <p>Nothing in this agreement or any agreement or document entered into in connection with this agreement shall imply a waiver, express or implied, by the recipient, the United Nations, and the World Health Organization of the United Nations of any privileges or immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, or under domestic law.</p> <p>Any differences which may arise as to the interpretation, application or performance of this agreement, or any documents or reports related thereto, shall be governed by general principles of law, to the exclusion of any single national system of law, and will be settled by means of mutual consultations between FAS and the recipient.</p>	
<p><b>XXX. APPLICABLE RULES</b></p>	<p>To the extent not inconsistent with other provisions of the agreement, all activities under this agreement will be implemented in accordance with the recipient's rules, regulations, policies and procedures.</p>	