



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

<b>The Sections:</b>	<b>page</b>
SECTION 1 – Agreement.....	1
SECTION 2 – Basic Provisions.....	3
SECTION 3 – Program Description .....	8
SECTION 4 – Milestones, Deliverables, and Payment...9	
SECTION 5 – Prime Funder Requirements .....	12
SECTION 6 – List of Annexes.....	22
SECTION 7 – Certifications .....	23

## **SECTION 1 – Agreement**

### **1.01 PARTIES:**

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

The party receiving this award is Non-governmental organization "Center for Analytics and Investigations", hereinafter referred to as "CAI" or "Subrecipient."

**1.02 AUTHORITY:** The authority for this award is Cooperative Agreement 72012118CA00001, dated 15AUG2018 between the US Agency for International Development (hereinafter "USAID" or the Prime Funder) and Internews. The CFDA Number for the authorizing (prime) award is 98.001. This Cooperative Agreement is registered with the Ministry of Economic Development and Trade of Ukraine as the international technical assistance project "The Media Program in Ukraine", registration #3957.

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

**1.04 AWARD PURPOSE:** The purpose of this award is to support the Subrecipient in monitoring and fact-checking the public rhetoric of candidates and political parties, news items in media and social networks, candidates' publications and statements, identification of fakes and disinformation during the local elections in the fall 2020 in Ukraine, as is more thoroughly described herein.

### **1.05 PERIOD OF AWARD:**

<i>Start Date</i>	<i>End Date</i>
01AUG2020	31JAN2021

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

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

Total Award Amount

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

**For Internews:**

\_\_\_\_\_  
Gillian McCormack  
Chief of Party

29JUL2020

\_\_\_\_\_  
Date

**For the Subrecipient:**

\_\_\_\_\_  
Olexander Horokhovsky  
Head of the Board



29.07.2020

\_\_\_\_\_  
Date

Section 2 begins next page.



## SECTION 2 – Basic Provisions

- 2.01 GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, notwithstanding the choice of law rules thereof.
- 2.02 APPLICABLE CODES AND REGULATIONS:** The Subrecipient shall comply with all laws, rules, procedures, and regulations concerning Federal grants as they may relate to the administration of this program.
- 2.03 PREVENTING TERRORIST FINANCING:**  
The Subrecipient, lower-tier subrecipients, contractors, or their employees:
- Must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) and the United Nations Security designation list (online at: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).
  - Must document non-support of terrorism with time-stamped screenshots or equivalent against the above lists as well as the Excluded Parties List System on the System for Award Management (SAM): <https://www.sam.gov>.
- This provision must be included in all subagreements, including contracts and subawards, issued under this award.*
- 2.04 RESOLUTION OF CONFLICTS AMONG PROVISIONS:** Conflicts between any of the provisions of this agreement shall be resolved by applying the following descending order of precedence:
- Section 1 – Agreement;  
Section 5 – Prime Funder Requirements;  
Section 2 – Basic Provisions;  
Section 4 – Milestones, Deliverables, and Payments;  
Section 3 – Program Description;  
Section 6 – List of Annexes.
- 2.05 AMENDMENT:** This award may only be amended in writing, by formal amendment or letter, signed by Internews, and in the case of a bilateral amendment, by Internews and an authorized official of the Subrecipient.
- 2.06 TERMINATION AND SUSPENSION:**
- The Subrecipient or Internews may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with provision 2.08, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future subawards.
  - Internews may suspend this award, in whole or in part, at any time, following notice to the Subrecipient, and withhold milestone payments during the period of suspension.
  - In the event the Subrecipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, Internews reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the Subrecipient must make a good-faith effort to maintain a drug-free workplace and Internews reserves the right to terminate or suspend this award if the Subrecipient materially fails to do so.
  - Termination and Suspension Procedures. Within 30 calendar days after the effective date of termination, the Subrecipient must return all funds that Internews has advanced to the

Subrecipient in excess of any completed milestones. Internews may consider, at its own discretion, making partial payment to the Subrecipient on a pro-rata basis for partial completion of a milestone.

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

*This provision must be included in all subawards and contracts.*

## **2.07 DISPUTES:**

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

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

### **To Subrecipient:**

Olexander Horokhovsky, Head of the Board  
Non-governmental organization  
"Center for Analytics and Investigations"  
43 Anna Akhmatova Str., apt.382, Kyiv, 02095 Ukraine  
+38 (050) 187-61-82, +38 (098) 987-79-18  
[alex197328197328@gmail.com](mailto:alex197328197328@gmail.com)

### **To Internews:**

Gillian McCormack, Chief of Party  
[gmccormack@internews.org](mailto:gmccormack@internews.org)  
Oksana Maydan, Deputy Chief of Party  
[omaydan@internews.org](mailto:omaydan@internews.org)  
Internews UA Subgrants  
[UA-subgrants@internews.org](mailto:UA-subgrants@internews.org)  
Internews Network, the Media Program in Ukraine  
5v Yaroslaviv Val,  
Kyiv 01034 Ukraine  
Tel. (+38044) 334-5639/49

## **2.09 RELATIONSHIP OF THE PARTIES:**

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

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



- 2.11 COMMUNICATION WITH THE PRIME FUNDER:** This agreement is exclusively between Internews and the Subrecipient. While the Subrecipient is free to communicate with the Prime Funder, all communication on matters that are subject to the terms and conditions of this Agreement must be directed through or approved by Internews, in compliance with provision 2.08, "Notices."
- 2.12 ASSIGNMENT:** This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.
- 2.13 NONLIABILITY:** Notwithstanding any other term of this award, lower-tier subrecipients and contractors have no right to submit claims directly to Internews or the Prime Funder, and Internews and the Prime Funder assume no liability for any third party claims against the Subrecipient or for claims for damages arising out of this award.
- 2.14 NON-COMPETE:** For a period of six months after this Agreement expires or is otherwise terminated, each party agrees not to hire or attempt to hire any employees of the other party assigned to the project or proposal, or to obtain the services of any employees of the other party, except by mutual consent in writing of the parties.
- 2.15 PUBLICITY:** No advertising or publicity having or containing any reference to Internews, or in which the name of Internews is mentioned, shall be used by Subrecipient without the written approval of Internews. Subrecipient shall not use Internews' logo or title block on any correspondence or written matter without the written approval of Internews.
- 2.16 NAME/TRADEMARK:** The Subrecipient will use Internews' name or marks only for activities authorized by Internews, in writing, and Internews will use the Subrecipient's name or marks only for activities authorized by the Subrecipient in writing. All other uses will be deemed infringement of the respective trademarks.
- 2.17 NONDISCLOSURE:** Neither party shall disclose any matters of a confidential nature relating to the other party to which it, its employees or other agents may be or become privy as a result of this Agreement, except to those individuals with a need to know to carry out the terms of this Agreement, that are directly participating in the activity funded by this grant. All information shall be deemed proprietary, unless it is provided by its owner specifically for disclosure to an entity other than the parties hereto. Upon the expiration or termination of this Agreement, each party shall surrender all such confidential material in its possession to the owner of the material.
- 2.18 INTELLECTUAL PROPERTY:** The author or the Subrecipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but Internews and the Prime Funder reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for non-commercial purposes.
- 2.19 WHOLE AGREEMENT:** This Agreement in all its sections is the entire agreement among the parties pertaining to the subject matter hereof. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 2.20 HEADINGS:** Article headings herein are included for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 2.21 SEVERABILITY:** The provisions of this Agreement shall be severable, and the invalidity of any provision or portion thereof shall not affect the enforceability of the remaining provisions of this Agreement.

**2.22 COUNTERPARTS AND BINDING EFFECT:** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

**2.23 SUBRECIPIENT RESPONSIBILITIES:**

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

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

**2.25 RECORD RETENTION, ACCESS, AND AUDIT:**

- a. The Subrecipient will maintain records of transactions related to this Agreement for at least **three years** after payment of the final milestone. During and after the period of this award, Internews retains the right, at its discretion, to examine all or a sample of the Subrecipient's records or transactions related to this Agreement where concerns of implementation irregularities arise.
- b. Internews retains the right to conduct a financial review, require an audit, or otherwise ensure appropriate use of award funds, regardless of any other audit requirement that may pertain to this award.
- c. Audit Requirement. Subawards and Contracts.
  - (1) If the Subrecipient provides Internews resources to other organizations to carry out the Internews-financed program and activities, the Subrecipient is responsible for monitoring such subrecipients or contractors.
  - (2) Lower-tier subawards of grants and cooperative agreements made to US organizations must state that the US organization is subject to the audit requirements contained in 2 CFR 200, Subpart F.
  - (3) Lower-tier subawards of grants and cooperative agreements made to non-US organizations must state that the non-US organization is subject to the audit requirements contained USAID Standard Provision for Non-US Nongovernmental Organizations "Accounting, Audit, and Records," which states that the non-US organization must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any non-US organization fiscal year in which the non-US organization expends a combined total of **\$750,000** or more in all USAID-funded awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.

**2.26 CLOSEOUT OF SUBAWARD:** Internews will close out this subaward when it determines that all applicable administrative actions and all required work of the Agreement have been completed by

the Subrecipient. The Subrecipient must submit all deliverables as specified in 4.03 "Deliverables" in order to successfully close out their subaward in good standing.

Section 3 begins next page.



## SECTION 3 – Program Description

The Media Program in Ukraine will provide the Center for Analytics and Investigations with a six-month award to set up a system of monitoring and fact-checking the public rhetoric of candidates and political parties, news items in media and social networks, candidates' publications and statements, identification of fakes and disinformation during the local elections in the fall 2020. Using the results of its fact-checking, the Center for Analytics and Investigations will produce and distribute at least 210 balanced content pieces for regional media and social networks, and its portal <https://www.bez-brehni.info/> informing voters about the veracity of political messages during the local election campaign and in the post-election period.

**This project will contribute to the Media Program in Ukraine**

***Objective 1: Increase high-quality, engaging content throughout Ukraine, particularly in the East and South***

The **Objectives** of this project are:

- To increase the variety of high-quality, balanced election-related news (1.3).
- To tackle disinformation and improve voters' critical thinking (1.3).
- To expand access of residents of South and East of Ukraine to objective high-quality information (1.6).

**Center for Analytics and Investigations' activities will include:**

### ***1.3 Improving elections coverage:***

Center for Analytics and Investigations will:

- Hold at least four fact-checking webinars for 50 representatives of local newsrooms in ten regions of Ukraine.
- Prepare and distribute no less than 120 fact-checking investigations on election topics.
- Prepare and distribute no less than 30 video reports on the results of the investigations.
- Prepare and distribute at least 60 infographics based on the results of the investigations.
- Produce one analytical e-newsletter summing up the results of the fact-checking work during the project, with an overview of election campaign manipulations and disinformation.

### ***1.6 Emphasizing interventions in the East and South:***

Center for Analytics and Investigations will:

- Involve at least ten regional media outlets (mainly in the South and East of Ukraine (Luhansk, Kherson, Kramatorsk (Donetsk region), Zaporizhzhia, Odesa, and Dnipro) and in the West (Ternopil, Lutsk, Lviv) as partners in organizing webinars. These outlets will be also engaged in a network of fact-checking reporters and publishers of content produced within the project.

## **Results**

- High-quality, balanced election-related content is increased and improved (1.3)
- Voters received high-quality content disproving disinformation messages; voters' critical thinking is improved (1.3)
- Access of residents of Ukraine's South and East to objective high-quality information expanded (1.6)

## **Indicators:**

- Number of journalists, trained and supported with MPU assistance (disaggregated by gender and region), **target value - 50**
- Share of female-journalists, participating in trainings, **target value = 50%**
- Number of content, produced with MPU assistance (disaggregated by outlet, oblast, topic), **target value = 210**
- Audience reach of content, produced with MPU assistance (disaggregated by outlet), **target value = 400 000**

Section 4 begins next page.



	Promotion of content in social media (Facebook).	date, short description, hyperlinks and viewing figures and readership; - quantitative analysis of the response of readers in social networks and analysis of the effectiveness of information materials (audience coverage, reposts, likes).	
6	Production of the final bulletin. Holding the online conference. Conducting information campaign in social media (Facebook).	Progress report according Annex 2 including: - final bulletin; - list of the online conference participants; - up to 3 screenshots from online conference (participants and presentation) - final qualitative and quantitative analysis of the response of readers in social networks and analysis of the effectiveness of information materials (audience coverage, reposts, likes).	
Total:			705,00

**4.02 PAYMENT:**

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

**4.03 DELIVERABLES:**

All deliverables shall be submitted to Internews at:

- Oleg Khomenok, [OKhomenok@internews.org](mailto:OKhomenok@internews.org)
- Nataliia Pavlovskaya, [NPavlovskaya@internews.org](mailto:NPavlovskaya@internews.org)
- Internews UA Subgrants, [UA-subgrants@internews.org](mailto:UA-subgrants@internews.org)

Report headers and subject lines should include:

- The name of the Subrecipient and agreement number;
- The report title and milestone number.

**4.04 PROGRAM REPORTING AND EVALUATION:**

- Monthly Plans:** will be submitted on a monthly basis using the **Monthly Plan Template, Annex 3** hereto. This monthly plan will be due in advance of the month for which it is prepared, **not later than the 26<sup>th</sup> of current month** (e.g. the monthly plan for May would be due no later than 26 April)
- Progress Reports:** Narrative reports summarizing progress toward milestones will be submitted to Internews in accordance with 4.01 "Table of Milestones, Deliverables, and Payment." using the **Progress Report Template, Annex 2** hereto
- Semi-Annual Report (01Oct – 31Mar):** Draft of narrative report summarizing progress toward project goals will be submitted **not later than the 25<sup>th</sup> of March** using the **Progress**

## SECTION 4 – Milestones, Deliverables, and Payment

## 4.01 TABLE OF MILESTONES, DELIVERABLES, AND PAYMENT:

<b>Milestone</b>	<b>Description</b>	<b>Deliverables</b>	<b>Payment Amount (USD)</b>
1	Conducting of <b>4 webinars</b> . Production of <b>20 articles</b> . Production of <b>6 video reportages</b> . Production of <b>12 infographics</b> . Promotion of content in social media (Facebook).	<i>Progress report according Annex 2 including:</i> - webinars` s agendas; - lists of participants; - up to 3 webinars` screenshots (participants and presentation); - the list of materials with production date, short description, hyperlinks and viewing figures and readership; - quantitative analysis of the response of readers in social networks and analysis of the effectiveness of information materials (audience coverage, reposts, likes).	
2	Production of <b>30 articles</b> . Production of <b>6 video reportages</b> . Production of <b>12 infographics</b> . Promotion of content in social media (Facebook).	<i>Progress report according Annex 2 including:</i> - the list of materials with production date, short description, hyperlinks and viewing figures and readership; - quantitative analysis of the response of readers in social networks and analysis of the effectiveness of information materials (audience coverage, reposts, likes).	
3	Production of <b>30 articles</b> . Production of <b>6 video reportages</b> . Production of <b>12 infographics</b> . Promotion of content in social media (Facebook).	<i>Progress report according Annex 2 including:</i> - the list of materials with production date, short description, hyperlinks and viewing figures and readership; - quantitative analysis of the response of readers in social networks and analysis of the effectiveness of information materials (audience coverage, reposts, likes).	
4	Production of <b>20 articles</b> . Production of <b>6 video reportages</b> . Production of <b>12 infographics</b> . Promotion of content in social media (Facebook).	<i>Progress report according Annex 2 including:</i> - the list of materials with production date, short description, hyperlinks and viewing figures and readership; - quantitative analysis of the response of readers in social networks and analysis of the effectiveness of information materials (audience coverage, reposts, likes).	
5	Production of <b>20 articles</b> . Production of <b>6 video reportages</b> . Production of <b>12 infographics</b> .	<i>Progress report according Annex 2 including:</i> - the list of materials with production	



- Report Template, Annex 2 hereto. Finalized report will be submitted not later than the 1<sup>st</sup> of April and approved by Internews.
- (d) **Annual Report (01Oct – 30Sep):** Draft of narrative report summarizing progress toward project goals will be submitted not later than the 25<sup>th</sup> of August using the Progress Report Template, Annex 2 hereto. Finalized report will be submitted not later than the 1<sup>st</sup> of October and approved by Internews.

Section 5 begins next page.

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

Reserved.

***Subsection B – International Travel Provisions***

No international travel is authorized under this award.

***Subsection C – Assistance (Lower-Tier Subawards) Provisions***

No lower-tier subawards are authorized under this award.

***Subsection D – Marking Provisions***

No marking is required under this award.

***Subsection E – HIV/AIDS Provisions***

Reserved.

***Subsection F – Trafficking in Persons Provisions***

Reserved. (See Provision 5H.02.)

***Subsection G – Population Planning Provisions*****5G.01 VOLUNTARY POPULATION PLANNING ACTIVITIES (mandatory):*****Requirements for Voluntary Sterilization Programs***

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

***Prohibition on Abortion-Related Activities:***

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

***Subsection H – Other General Provisions (required)*****5H.01 DEBARMENT AND SUSPENSION:**

- a. The Subrecipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the on the System for Award Management (SAM) (<http://www.sam.gov/>) unless prior approval is received from Internews. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on



misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the Subrecipient has any questions about listings in the system, these must be directed to Internews.

- b. Internews may disallow costs, annul or terminate the transaction, debar or suspend the Subrecipient, or take other remedies as appropriate, if the Subrecipient violates this provision. Although doing so is not automatic, Internews may terminate this award if a Subrecipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, Internews will consider the totality of circumstances—including the Subrecipient's response to the situation and any additional information submitted—when Internews determines its response.
- c. The Subrecipient must notify Internews immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
  - (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
  - (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
  - (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
  - (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
- d. Principal means—
  - (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
  - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
    - (i) Is in a position to handle Federal funds;
    - (ii) Is in a position to influence or control the use of those funds; or,
    - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- e. The Subrecipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subawards or contracts, entered into under this award.

#### 5H.02 TRAFFICKING IN PERSONS:

- a. The Subrecipient, lower-tier subrecipients, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
  - (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
  - (2) Procurement of a commercial sex act during the period of this award; or
  - (3) Use of forced labor in the performance of this award.
  - (4) Acts that directly support or advance trafficking in persons, including the following acts:
    - 1. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
    - 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - a. exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
      - b. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
4. Charging employees recruitment fees; or
5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, Internews is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. Reserved.
- d. Reserved.
- e. If the Subrecipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify Internews in accordance with Section 2.08 ("Notices"); and must fully cooperate with Internews and any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. Internews may direct the Subrecipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Subrecipient or any lower-tier subrecipient.
- h. **The Subrecipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the lower-tier subrecipient, contractor, or any of their employees, or any agents. The Subrecipient must also include a provision authorizing the Subrecipient to terminate the award as described in section b of this provision.**

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

- a. Submissions to the Development Experience Clearinghouse (DEC).
  - 1) The Subrecipient must provide Internews one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published using funds from this subgrant.
  - 2) Internews will then submit Intellectual Work, whether published or not, to the DEC, on behalf of the Subrecipient.
  - 3) For purposes of submissions to Internews (for subsequent submission to the DEC), Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Subrecipient under the award, whether published or not. The term does not include the Subrecipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
  - 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring Internews office; 5) development objective; and 6) date of publication.
  - 5) The Subrecipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The Subrecipient must not submit classified documents to the DEC.
- b. Rights in Data
  - 1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.



- 2) Unless otherwise provided in this provision or specified otherwise in 2.18 ("Intellectual Property") of this Agreement, the Subrecipient may retain the rights, title and interest to Data that is first acquired or produced under this award but Internews, the Prime Funder, and USAID (if USAID is not the Prime Funder) reserve a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- 3) Copyright. Unless specified otherwise in 2.18 ("Intellectual Property") of this Agreement, the Subrecipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award but Internews, the Prime Funder, and USAID (if USAID is not the Prime Funder) reserve a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- 4) The Subrecipient will provide Internews, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which Internews (and the U.S. Government) has rights under paragraphs b.2 and b.3 of this provision. Internews and the U.S. Government make no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

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

##### a. Faith-Based Organizations Encouraged

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

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

##### b. Explicitly Religious Activities Prohibited.

- (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
- (2) The Subrecipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the Subrecipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.
- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
- (4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:
  - (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;

- (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
  - (iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- d. Discrimination Based on Religion Prohibited: The Subrecipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.
- e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.
- f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
- g. [This provision must be included in all subawards under this award.](#)

#### 5H.05 ENHANCEMENT OF SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTIONS:

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

The Subrecipient must:

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

[Include such requirement in any subaward or subcontract made under this award.](#)

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

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

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

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



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

- a. Definitions. For the purpose of submissions to the DDL:
  1. "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Subrecipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Subrecipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See 5H.03. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS).
  2. "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Subrecipient under the award, whether published or not. The term does not include the Subrecipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- b. Submissions to the Development Data Library (DDL)
  1. The Subrecipient must submit to Internews (for subsequent Internews submission to the Development Data Library (DDL) at [www.usaid.gov/data](http://www.usaid.gov/data)), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a lower-tier subrecipient or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
  2. Unless otherwise directed by Internews, the Subrecipient must submit the Dataset and supporting documentation to Internews (for subsequent Internews submission to the DDL) within fifteen (15) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within fifteen (15) calendar days after award completion, the Subrecipient must submit to Internews (for subsequent Internews submission to the DDL) any Datasets and supporting documentation that have not previously been submitted to Internews, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Subrecipient must also provide to Internews an itemized list of any and all submissions.
  3. The Subrecipient is not required to submit the data to Internews, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Subrecipient must submit a notice to Internews (for subsequent Internews notice to the DDL) providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
  4. The Subrecipient must submit the Datasets to Internews following the acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).
  5. The Subrecipient must ensure that any Dataset submitted to Internews (for subsequent Internews submission to the DDL) does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

6. The Subrecipient must not submit classified data to Internews (for subsequent Internews submission to the DDL).

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

- a. Definitions.

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

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

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

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

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

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

#### 5H.08 CHILD SAFEGUARDING

- a. Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The Subrecipient agrees to abide by the following child safeguarding core principles:
  - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
  - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
  - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
  - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;



- (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- b. The Subrecipient must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).
- c. The following definitions apply for purposes of this provision:
  - (1) Child: A child or children are defined as persons who have not attained 18 years of age.
  - (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
  - (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
  - (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
  - (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
  - (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
  - (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
- d. The Subrecipient must insert the provisions in (a) and (b) in all lower-tier subawards under this award.

#### 5H.09 MANDATORY DISCLOSURES

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

- c. The Subrecipient must include this mandatory disclosure requirement in all lower-tier subawards and contracts under this award.

#### 5H.10 NONDISCRIMINATION AGAINST BENEFICIARIES

- a. USAID policy requires that the Subrecipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Subrecipient to target activities toward the assistance needs of certain populations as defined in the award.
- b. The Subrecipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

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

- a. Definitions:
  - (1) An Exchange Visitor is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly (e.g. via Internews).
  - (2) A Participant is a host-country or third-country national sponsored by USAID/Internews for a Participant Training activity taking place in the U.S., a third country, or in the host country.
  - (3) Participant Training is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.
  - (4) Invitational Travel is a type of travel that USAID (via Internews) funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.
- b. Program Monitoring and Data Reporting: The Subrecipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.
  - (1) For U.S.-based activities, the Subrecipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The Subrecipient must also use the USAID Visa Compliance System – VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS).
  - (2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the Subrecipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Participant Training data.
- c. Health and Accident Insurance:
  - (1) For Exchange Visitors traveling to the United States, the Subrecipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from Internews.