Subpart 752.2—Texts of Provisions and Clauses

Parent topic: PART 752—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

752.200 Scope of subpart.

None of the clauses specified in this subpart are for use in USAID personal services contracts. For personal services contract clauses, see (48 CFR) AIDAR Appendix D—Direct USAID Contracts with U.S. Citizens or U.S. Residents for Personal Services Abroad and (48 CFR) AIDAR Appendix J—Direct USAID Contracts with Cooperating Country Nationals and with Third Country Nationals for Personal Services Abroad.

752.202-1 Definitions.

(a) As prescribed in 702.270 and in (48 CFR) FAR Subpart 2.2, USAID contracts use the Definitions clause in (48 CFR) FAR 52.202-1 and its Alternate I, as appropriate, and the following additional definitions.

(b) *Alternate 70.* For use in all USAID contracts. Use in addition to the clause in FAR 52.202-1.

USAID Definitions Clause—General Supplement for Use in All USAID Contracts (JAN 1990)

(a) *USAID* shall mean the U.S. Agency for International Development.

(b) *Administrator* shall mean the Administrator or the Deputy Administrator of USAID.

(c) When this contract is with an educational institution Campus Coordinator shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the contract.

(d) When this contract is with an educational institution *Campus Personnel* shall mean representatives of the Contractor performing services under the contract at the Contractor's home institution and shall include the Campus Coordinator.

(e) *Consultant* shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(f) *Contractor employee* shall mean an employee of the Contractor assigned to work under this contract.

(g) *Cooperating Country or Countries* shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(h) *Cooperating Government* shall mean the government of the Cooperating Country.

(i) *Federal Acquisition Regulations (FAR),* when referred to herein shall include U.S. Agency for

International Development Acquisition Regulations (AIDAR).

(j) *Government* shall mean the United States Government.

(k) *Mission* shall mean the United States AID Mission to, or principal USAID office in, the Cooperating Country.

(l) *Mission Director* shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.

(c) [Reserved]

(d) *Alternate 72.* For use in all USAID contracts which involve any performance overseas. Use in addition to the clauses in (48 CFR) FAR 52.202-1 and in 752.202-1(b) of this chapter.

USAID Definitions Clause—Supplement for USAID Contracts Involving Performance Overseas (JUN 2009)

(a) *Contractor's Chief of Party* shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

(b) *Cooperating Country National (CCN) employee* means an individual who meets the citizenship requirements of the CCN definition in (48 CFR) AIDAR 702.170 and is hired while residing outside the United States for work in a cooperating country.

(c) *Dependents* shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(d) *Local currency* shall mean the currency of the Cooperating Country.

(e) *Regular employee* shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(f) *Short-term employee* shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) *Third Country National (TCN) employee* means an individual who meets the citizenship requirements of the TCN definition in (48 CFR) AIDAR 702.170 and is hired while residing outside the United States for work in a Cooperating Country.

752.204-2 Security requirements.

As prescribed in (48 CFR) AIDAR 704.404(a), when the clause in (48 CFR) FAR 52.204-2 is used in USAID contracts, paragraph (a) of the clause is revised as follows:

Security Requirements (FEB 1999)

Pursuant to the Foreign Affairs Manual, 12 FAM 540 (*http://www.state.gov/documents/organization/88404.pdf*), USAID applies the safeguards applicable to "Confidential" information to administratively controlled information designated as "Sensitive But Unclassified". Therefore, when the clause in (48 CFR) FAR 52.204-2 is used in USAID contracts, pursuant to 704.404(a), paragraph (a) of the clause is revised as follows:

(a) This clause applies to the extent that this contract involves access to classified (`Confidential', `Secret', or `Top Secret'), or administratively controlled (`Sensitive But Unclassified') information.

(End of clause)

752.204-70 Partner vetting pre-award requirements.

As prescribed in (48 CFR) AIDAR 704.7005(a), insert the following provision in all solicitations subject to vetting:

Partner Vetting Pre-award Requirements (FEB 2012)

(a) USAID has determined that any contract resulting from this solicitation is subject to vetting. Terms used in this provision are defined in paragraph (b) of the (48 CFR) AIDAR clause at 752.204-71 Partner Vetting, of this solicitation. An offeror that has not passed vetting is ineligible for award.

(b) The following are the vetting procedures for this solicitation:

(1) Prospective offerors review the attached USAID Partner Information Form, USAID Form 500-13, and submit any questions about the USAID Partner Information Form or these procedures to the contracting officer by the deadline for questions in the solicitation.

(2) The contracting officer notifies the offeror when to submit the USAID Partner Information Form. For this solicitation, USAID will vet at [*insert in the provision the applicable stage of the source selection process at which the contracting officer will notify the offeror(s) who must be vetted*]. Within the timeframe set by the contracting officer in the notification, the offeror must complete and submit the information on the USAID Partner Information Form in accordance with instructions from the vetting official named in paragraph (d) of the (48 CFR) AIDAR clause at 752.204-71 Partner Vetting, of this solicitation.

Note:

Offerors who submit using non-secure methods of transmission do so at their own risk.

(3) The offerors must notify proposed subcontractors of this requirement when the subcontractors are subject to vetting.

(c) Source selection proceeds separately from vetting. Vetting is conducted independently from any discussions the contracting officer may have with an offeror. The offeror and any subcontractor subject to vetting must not provide vetting information to other than the vetting official. The offeror and any subcontractor subject to vetting will communicate only with the vetting official regarding their vetting submission(s) and not with any other USAID or USG personnel, including the contracting officer or his/her representatives. Exchanges between the Government and an offeror about vetting information submitted by the offeror or any proposed subcontractor are clarifications in accordance with (48 CFR) FAR 15.306(a) (48 CFR 15.306(a)). The contracting officer designates the vetting official as the only individual authorized to clarify the offeror's and proposed subcontractor's vetting information.

(d)

(1) The vetting official notifies the offeror that it:

(i) Has passed vetting,

(ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specified in the notification.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(e) *Reconsideration.*

(1) Within 7 calendar days after the date of the vetting official's notification, an offeror that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the offeror's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(f) *Revisions to vetting information.*

(1) Offerors who change key individuals, whether the offeror has previously passed vetting or not, must submit a revised USAID Partner Information Form to the vetting official. This includes changes to key personnel resulting from revisions to the technical proposal.

(2) The vetting official will follow the vetting process in paragraph (d) of this clause for any revision of the offeror's Form.

(g) *Award.* At the time of award, the contracting officer will confirm with the vetting official that the apparently successful offeror has passed vetting. The contracting officer may award only to an apparently successful offeror that has passed vetting.

(End of clause)

752.204-71 Partner vetting.

As prescribed in (48 CFR) AIDAR 704.7005(b)(1) and 716.506(a), insert the following clause in all contracts subject to vetting:

Partner Vetting (FEB 2012)

(a) The contractor must comply with the vetting requirements for key individuals under this contract.

(b) Definitions. As used in this provision—

Key individual means:

(i) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);

(ii) The principal officer and deputy principal officer of the organization (*e.g.,* executive director, deputy director, president, vice president);

(iii) The program manager or chief of party for the USG-financed program; and

(iv) Any other person with significant responsibilities for administration of the USG-financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees of the prime contractor, must be vetted.

Vetting official means the USAID employee identified in paragraph (d) of this clause as having responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each offeror, potential subcontractors subject to vetting, and to the contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

(c) The Contractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified below during the contract when the Contractor replaces key individuals with individuals who have not been previously vetting for this contract. Note: USAID will not approve any key personnel who have not passed vetting.

(d) The designated vetting official is:

Vetting official:

Address:

Email: _____ (for inquiries only)

(e)

(1) The vetting official will notify the Contractor that it—

(i) Has passed vetting,

(ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(f) *Reconsideration.*

(1) Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the Contractor has passed vetting does not constitute any other approval under this contract.

(h) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (d) of this clause. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(i) The contractor agrees to incorporate the substance of paragraphs (a) through (g) of this clause in all subcontracts under this contract.

(End of clause)

Alternate I (FEB 2012). As prescribed in 704.7005(b)(2), substitute paragraphs (h) and (i) below for paragraphs (h) and (i) of the basic clause:

(h)

(1) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (d) of this clause. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(2) In addition, prospective subcontractors at any tier providing the following classes of items (supplies and services):

must pass vetting. Contractors must not place subcontracts for these classes of items until they receive confirmation from the vetting official that the prospective subcontractor has passed vetting.

(i) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

752.204-72 Access to USAID Facilities and USAID's Information Systems.

As prescribed in AIDAR 704.1303, insert the following clause in Section I of solicitations and contracts:

Access to USAID Facilities and USAID's Information Systems (May 2024)

(a) The Contractor must ensure that individuals engaged in the performance of this award as employees or volunteers of the Contractor, or as subcontractors or subcontractor employees at any tier, comply with all applicable personal identity verification (PIV) and Homeland Security Presidential Directive-12 (HSPD-12) procedures, including those summarized below, and any subsequent USAID or Government-wide procedures and policies related to PIV or HSPD-12.

(b) An individual engaged in the performance of this award may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award. USAID issues various types of credentials to users who require physical access to Agency facilities and/or logical access to Agency information systems, in accordance with USAID's Automated Directives System (ADS) 542, available at *https://www.usaid.gov/about-us/agency-policy/series-500/542*.

(c)

(1) No later than five (5) business days after award, unless the Contracting Officer authorizes a longer time period, the Contractor must provide to the Contracting Officer's Representative a complete list of individuals that require access to USAID facilities or information systems under this contract.

(2) Before an individual may obtain a USAID credential (new or replacement) authorizing the individual routine access to USAID facilities, or logical access to USAID's information systems, the individual must physically present two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. To obtain a PIV card, one identity source document must be a valid Federal or State Government-issued picture ID from the I-9 list available at *https://www.uscis.gov/i-9-central/form-i-9-acceptable-documents*. For other types of credentials the Contractor can obtain the list of acceptable forms from the Contracting Officer's Representative. Submission of these documents, as well as documentation of any applicable security background investigation, is mandatory in order for the individual to receive a credential granting facilities and/or logical access.

(d)

(1) No later than the 5th day of each month, the Contractor must provide the Contracting Officer's Representative with the following:

(i) a list of individuals with access who were separated in the past sixty (60) calendar days, and

(ii) a list of individuals hired in the past sixty (60) calendar days who require access under this contract.

(2) This information must be submitted even if no separations or hiring occurred during the past sixty (60) calendar days.

(3) Failure to comply with the requirements in paragraph (d)(1) may result in the suspension of all facilities and/or logical access associated with this contract.

(e) The Contractor must ensure that individuals do not share logical access to USAID information systems and sensitive information.

(f) USAID may suspend or terminate the access to any systems and/or facilities in the event of any violation, abuse, or misuse. The suspension or termination may last until the situation has been corrected or no longer exists.

(g) The Contractor must notify the Contracting Officer's Representative and the USAID Service Desk (*CIO-HELPDESK@usaid.gov* or 202-712-1234) at least five (5) business days prior to the removal of any individuals with credentials from the contract. For unplanned terminations, the Contractor must immediately notify the Contracting Officer's Representative and the USAID Service Desk. Unless otherwise instructed by the Contracting Officer, the Contractor must return all credentials and remote authentication tokens to the Contracting Officer's Representative prior to departure of the individual or upon completion or termination of the contract, whichever occurs first.

(h) The Contractor must insert this clause, including this paragraph (h), in any subcontracts that require the subcontractor or a subcontractor employee to have routine physical access to USAID facilities or logical access to USAID's information systems. The Contractor is responsible for providing the Contracting Officer's Representative with the information required under paragraphs (c)

(1) and (d)

(1) of this clause for any applicable subcontractor or subcontractor employee.

(End of clause)

752.209-71 Organizational conflicts of interest discovered after award.

As prescribed in 709.507-2, insert the following clause in any solicitation containing a provision in accordance with (48 CFR) FAR 9.507-1, or a clause in accordance with (48 CFR) FAR 9.507-2, establishing a restraint on the contractor's eligibility for future contracts.

Organizational Conflicts of Interest Discovered After Award (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action(s) which the

Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The contracting officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interest of the Government.

(End of clause)

752.211-70 Language and measurement.

The following clause shall be used in all USAID-direct contracts.

Language and Measurement (JUN 1992)

(a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

(End of clause)

752.216-70 Award fee.

As prescribed in 716.406, insert the following clause in solicitations and contracts in which an award-fee contract is contemplated.

Award Fee (MAY 1997)

(a) The Government shall pay the Contractor for performing this contract such base fee and such additional fee as may be awarded, as provided in the Schedule.

(b) Payment of the base fee and award fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the base fee and potential award fee, the contracting officer may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the contracting officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or $100,000, whichever is less. The contracting officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The contracting officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

752.216-71 Partner vetting in indefinite delivery contracts.

As prescribed in (48 CFR) AIDAR 716.506(b)(1), insert the following clause in all indefinite-delivery contracts subject to vetting:

Partner Vetting in Indefinite Delivery Contracts (FEB 2012)

(a) The contractor must comply with the vetting requirements for key individuals under this contract and in any orders that are identified as subject to vetting.

(b) Definitions. As used in this provision—

Key individual means:

(i) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);

(ii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);

(iii) The program manager or chief of party for the USG-financed program; and

(iv) Any other person with significant responsibilities for administration of the USG-financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees of the prime contractor, must be vetted.

Vetting official means the USAID employee identified in paragraph (d) of this clause as having responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each contractor, potential subcontractors subject to vetting, and to the cognizant contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

(c) The contractor must submit a USAID Partner Information Form, USAID Form 500-13 to the designated vetting official:

(1) when the contractor replaces key individuals under the basic contract with individuals who have not been previously vetted.

(2) when the contractor replaces key individuals under an order subject to vetting with individuals who have not been previously vetted. For changes to any key individuals associated with both the basic contract and any orders subject to vetting, the contractor must submit updated vetting forms to each designated vetting official. Note: USAID will not approve any key personnel who have not passed vetting.

(d)

(1) The designated vetting official for the basic contract is:

Vetting official:

Address:

Email: _____ (for inquiries only)

(2) Each order subject to vetting will identify the vetting official for that order. The contractor must submit vetting information specific to an order to the vetting official identified in that order.

(e)

(1) The vetting official will notify the contractor that it—

(i) Has passed vetting,

(ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(f) *Reconsideration.*

(1) Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the contractor has passed vetting does not constitute any other approval under this contract.

(h) The request for task or delivery order proposals will identify whether the order is subject to vetting. The following are the procedures for vetting orders under this contract. Note that the term “awardee” as used below refers to a contractor under multiple-award indefinite-delivery contracts, consistent with the use of the term in (48 CFR) FAR 16.505(b):

(1) The contracting officer will notify the awardees when to complete and submit the USAID Partner Information Form to the vetting official named in the request for order proposals. Note: Awardees who submit using non-secure methods of transmission do so at their own risk.

(2) The awardee must notify proposed subcontractors of this requirement when the subcontractors are subject to vetting.

(3) The fair opportunity process proceeds separately from vetting. Vetting is conducted independently from any discussions the contracting officer may have with an awardee. The awardee and any subcontractor subject to vetting must not provide vetting information to other than the vetting official identified in the request for order proposal. The awardee and any subcontractor subject to vetting will communicate only with the vetting official regarding their vetting submission(s) and not with any other USAID or USG personnel, including the contracting officer or his/her representatives.

(4)

(i) The vetting official notifies the awardee that it:

(A) Has passed vetting,

(B) Has not passed vetting, or

(C) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specified in the notification.

(ii) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(5) *Reconsideration.*

(i) Within 7 calendar days after the date of the vetting official's notification, an awardee that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(ii) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(iii) The Agency's determination of whether reconsideration is warranted is final.

(6) *Revisions to vetting information.*

(i) Before the order is awarded, any awardee who changes key individuals, whether it has previously passed vetting or not, must submit a revised USAID Partner Information Form to the vetting official. This includes changes to key personnel resulting from revisions to the technical proposal.

(ii) The order vetting official will follow the vetting process in paragraph (e) of this clause for any revision of the awardee's Form.

(7) *Award of order.* The contracting officer may award an order subject to vetting only to an apparently successful awardee that has passed vetting for that order.

(i) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the designated vetting official. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(j) The contractor agrees to incorporate the substance of paragraphs (a) through (g) of this clause in all subcontracts under this contract.

(End of clause)

Alternate I (FEB 2012). As prescribed in 716.506(b), substitute paragraphs (i) and (j) below for paragraphs (i) and (j) of the basic clause:

(i)

(1) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the designated vetting official. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(2) In addition, prospective subcontractors at any tier providing the following classes of items (supplies and services):

must pass vetting. Contractors must not place subcontracts for these classes of items until they receive confirmation from the vetting official that the prospective subcontractor has passed vetting.

(j) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

752.219-8 Utilization of small business concerns and small disadvantaged business concerns.

As prescribed in (48 CFR) AIDAR 719.708, insert the following clause in solicitations and contracts that contain the clause at 52.219-8, Utilization of Small Business Concerns:

Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (MAR 2015)

In addition to the FAR clause at 52.219-8, Utilization of Small Business Concerns, the contractor must comply with the following USAID small business provision: To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the contractor must, to the maximum extent possible, provide the following information to the U.S. Agency for International Development(USAID), Office of Small and Disadvantaged Business Utilization (OSDBU), 1300 Pennsylvania Ave. NW., SA-44, Room 848, Washington, DC 20523, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

(End of clause)

752.219-70 USAID Mentor-Protégé Program.

As prescribed in 719.273-11(a), insert the following provision:

USAID Mentor-Protégé Program (JUL 2007)

(a) Large and small business are encouraged to participate in the USAID Mentor-Protégé Program (the “Program”). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

(End of provision)

752.219-71 Mentor requirements and evaluation.

As prescribed in (48 CFR) AIDAR 719.273-11(b), insert the following clause:

Mentor Requirements and Evaluation (JUL 2007)

(a) Mentor and Protégé firms shall submit an evaluation of the overall experience in the Program to OSDBU at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program, whichever occurs first. At the conclusion of each year in the Mentor-Protégé Program, the Mentor and Protégé will formally brief the USAID Mentor-Protégé Program Manager regarding Program accomplishments under their Mentor-Protégé Agreement.

(b) Mentor or Protégé shall notify OSDBU in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the Program.

(End of clause)

752.222-70 USAID disability policy.

As prescribed in 722.810, the contracting officer must insert the following clause in Section H of all solicitations and resulting awards.

USAID Disability Policy (DEC 2004)

(a) The objectives of the USAID Disability Policy are:

(1) To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

(2) To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

(3) To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and

(4) To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site: *http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf*.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

(End of clause)

752.222-71 Nondiscrimination.

As prescribed in 722.810(b), insert the following clause in section I of all solicitations and resulting contracts.

Nondiscrimination (MAY 2024)

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices. USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy, sexual orientation, gender identity, or transgender status), national origin, age (40 or older), physical or mental disability, genetic information, marital or parental status, veteran status, membership in an employee organization, political affiliation, or involvement in protected equal employment opportunity (EEO) activity. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Contractors are required to comply with the nondiscrimination requirements of the FAR. In addition,

the Agency strongly encourages all its contractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

(End of clause)

752.225-5 Buy American Act-Trade Agreements Act.

The clauses prescribed by FAR 25.1101 are not generally included in USAID contracts when more stringent source requirements are stated in the contract or when inclusion is not appropriate under FAR 25.403, or AIDAR 725.403. (See Executive Order 11223, dated May 12, 1965.) The clause setting forth USAID's source restrictions is provided in 752.225-70.

752.225-70 Source and nationality requirements.

As prescribed in 725.704, insert the following clause:

Source and Nationality Requirements (FEB 2012)

(a) Except as may be specifically approved by the contracting officer, the contractor must procure all commodities (*e.g.,* equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR part 228 “Rules on Procurement of Commodities and Services Financed by USAID.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the contracting officer.

(b) *Ineligible goods and services.* The contractor must not procure any of the following goods or services under this contract:

(1) Military equipment;

(2) Surveillance equipment;

(3) Commodities and services for support of police and other law enforcement activities;

(4) Abortion equipment and services;

(5) Luxury goods and gambling equipment; or

(6) Weather modification equipment.

(c) *Restricted goods.* The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting officer when procuring any of the following goods or services:

(1) Agricultural commodities;

(2) Motor vehicles;

(3) Pharmaceuticals and contraceptive items;

(4) Pesticides;

(5) Fertilizer;

(6) Used equipment; or

(7) U.S. Government-owned excess property.

If USAID determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

(End of clause)

752.226-1-752.226-3 [Reserved]

752.226-70 Trade and Investment Activities and the “Impact on U.S. Jobs” and “Workers' Rights.”

As prescribed in 48 CFR 726.7101(b), insert a clause substantially as follows:

Trade and Investment Activities and the “Impact on U.S. Jobs” and “Workers' Rights” (Jul 2023)

(a) Except as specifically set forth in this contract or otherwise authorized by USAID in writing, no funds or other support provided under this contract may be used for any activity that: provides financial incentives and other assistance for U.S. companies to relocate operations abroad if it is likely to result in the loss of U.S. jobs; contributes to violations of internationally recognized workers' rights defined in 19 U.S.C. 2467(4); or provides financial incentives for entities located outside the United States to relocate or transfer jobs from the United States to other countries or provide financial incentives that would adversely affect the labor force in the United States.

(b) In the event the Contractor is requested to provide services in any of the above areas or requires clarification from USAID as to whether an activity would be consistent with the limitation set forth above, the Contractor must notify the Contracting Officer and provide a detailed description of the expected impact of the proposed activity. The Contractor must not proceed with the activity until advised by USAID in writing that it may do so.

(c) The Contractor must ensure that its employees and subcontractors providing trade and investment support services are made aware of the restrictions set forth in this clause and must include this clause in all subcontracts.

(End of clause)

752.227-14 Rights in Data—general.

As prescribed in 727.409(a), insert the following clause:

Rights in Data—General (OCT 2007)

The following paragraph (d) replaces paragraph (d) of (48 CFR) FAR 52.227-14 Rights in Data—General.

(d) *Release, publication and use of data.*

(1) For all data first produced or specifically used by the Contractor in the performance of this contract in the United States, its territories, or Puerto Rico, the Contractor shall have the right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract [see paragraph (d)(3) for limitations on contracts performed outside of the US].

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the contracting officer.

(3) For all data first produced or specifically used by the Contractor in the overseas performance of this contract, the Contractor shall not release, reproduce, distribute, or publish such data without the written permission of the contracting officer. The Government also may require the contractor to assign copyright to the Government or another party as circumstances warrant or as specifically stated elsewhere in the contract.

(End of clause)

752.227-70 Patent reporting procedures.

As prescribed in (48 CFR) AIDAR 727.303, insert the following clause in all solicitations and contracts that contain the clause at (48 CFR) FAR 52.227-11.

Patent Reporting Procedures (AUG 1999)

(a) *Reporting inventions.* In accordance with 37 CFR part 401, each USAID-funded research recipient must disclose each subject invention to USAID as required in (48 CFR) FAR 52.227-11(c). Such reports must be made via the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking system. NIH created EDISON to help assist research recipients to comply with the Bayh-Dole Act and report in a timely manner all patentable inventions arising out of Federally-sponsored research programs. The EDISON system uses Web technology to allow research recipients to report and monitor their invention reports, with the assurance that proprietary data is securely stored. The Web site for EDISON (*http://www.iedison.gov*) provides users with an invention reporting test site, as well as applicable instructions for complying with Government regulations, and increases the potential for successful commercialization of the inventions by helping to ensure that all reporting requirements are met and that ownership rights are clearly established.

(b) Reports on utilization of subject inventions as required under (48 CFR) FAR 52.227-11(f) must be provided to the USAID contracting officer's technical representative annually, and the last report under an agreement must be provided within 90 days of the expiration of the agreement.

(End of clause)

752.227-71. Planning, Collection, and Submission of Digital Information to USAID.

As prescribed in AIDAR 727.7003, insert the following clause in Section H of solicitations and contracts:

Planning, Collection, and Submission of Digital Information to USAID (JUN 2024)

(a) *Definitions.* As used in this clause—

Computer is a fixed or mobile device that accepts digital data and manipulates the information based on a program or sequence of instructions for how data is to be processed.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Data asset is a collection of data elements or data sets that may be grouped together.

Data inventory is the first component of a Data Management Plan (DMP). The data inventory is a list of high-value data assets that the contractor anticipates producing during the period of award performance.

Data management plan (DMP) is a tool that guides the identification of anticipated data assets and outlines tasks needed to manage these assets across a full data lifecycle.

Data set is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a data set may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. A data set does not include unstructured data, such as email or instant messages, PDF files, PowerPoint presentations, word processing documents, images, audio files, or collaboration software.

Digital means the coding scheme generally used in computer technology to represent data.

Digital data means quantitative and qualitative programmatic measurements that are entered directly into a computer. Examples include numeric targets established during activity design or implementation; baseline, mid-line, or final measurements created or obtained via field assessments; surveys or interviews; performance monitoring indicators as specified in the Contractor's approved AMELP; evaluation results; or perception metrics collected from beneficiaries on the quality and relevance of International Disaster Assistance and Development Assistance.

Digital information is a subset of data and means:

(i) Digital text;

(ii) Digital data;

(iii) Digital objects; and

(iv) Metadata created or obtained with USAID funding regarding international development or humanitarian assistance activities supported by this award that are represented, stored, or transmitted in such a way that they are available to a computer program.

Digital method is a means of using computer technology to gather, process, analyze, transmit, store, or otherwise use data and other forms of information.

Digital object includes digital or computer files that are available to a computer program. Examples include digital word processing or PDF documents or forms related to activity design, assessment reports, periodic progress and performance reports, academic research documents, publication manuscripts, evaluations, technical documentation and reports, and other reports, articles and papers prepared by the Contractor under this contract, whether published or not. Other examples include data sets, spreadsheets, presentations, publication-quality images, audio and video files, communication materials, information products, extensible mark-up language (XML) files, and software, scripts, source code, and algorithms that can be processed by a computer program.

Digital repository refers to information systems that ingest, store, manage, preserve, and provide access to digital content.

Digital text includes text-based descriptions of programmatic efforts that are entered directly into a computer, rather than submitted as a digital object.

Draft digital information refers to digital information that, in the professional opinion of the Contractor, does not adhere to the information quality standards such that it presents preliminary, unverified, incomplete, or deliberative findings, claims, analysis, or results that may lead the consumer of such material to draw erroneous conclusions.

Granularity refers to the extent to which digital content or objects provide access to detailed, distinct data points. Coarse granularity generally means that distinct data points reflect larger, representational units or have been joined together or aggregated, thus providing less detail. A fine level of granularity generally means that distinct data points reflect smaller, individualized units that have not been aggregated, thus providing a higher level of detail. For example, a data set containing a list of every activity conducted by week would generally exhibit a finer level of granularity than a data set listing the various categories of activities conducted by month. The degree of granularity can be relative to the contents of a specific data set and can be geographic, temporal, or across other dimensions.

Information quality standards means the elements of utility, objectivity, and integrity collectively.

Integrity is an element of the information quality standards that means information has been protected from unauthorized access or revision, to ensure that the information is not compromised through corruption or falsification.

Machine readable means data in a format that can be easily processed by a computer without human intervention while ensuring that no semantic meaning is lost.

Metadata includes structural or descriptive information about digital data or digital objects such as

content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible party, contact information, method of collection, and other descriptions.

Objectivity is an element of the information quality standards that means whether information is accurate, reliable, and unbiased as a matter of presentation and substance.

Personally identifiable information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. [See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource.] PII can include both direct identifiers (such as name, health identification numbers, etc.), and indirect identifiers (geographic location, age) that when linked with other information can result in the identification of an individual.

Publication object is a digital object that has been accepted for publication prior to the end date of this contract and whose content is based on or includes any other digital information created or obtained in performance of this contract. In the research community, a publication object is often synonymous with a quality research manuscript that has been accepted by an academic journal for publication. However, publication objects can also consist of other digital objects (*e.g.,* photos, videos, etc.) published via news media, the internet, or other venues.

Quality digital information means digital information that, in the professional opinion of the Contractor, adheres to the information quality standards and presents reasonably sound and substantiated findings, claims, analysis, or results regarding activities.

Registered with the USAID Digital Front Door (DFD) means: that—

(i) The Contractor entered all mandatory information required to obtain access to the DFD.

(ii) The Contractor agrees to abide by the DFD terms and conditions of use.

(iii) The Government has validated the Contractor's registration by providing access to the DFD.

USAID Digital Front Door (DFD), located at *dfd.usaid.gov* is a website where the Contractor transacts business with USAID, such as submitting digital information.

Utility is an element of the information quality standards that means whether information is useful to its intended users, including the general public, and for its intended purpose.

(b) *Digital information planning requirements.* The Contractor must engage in digital information planning to ensure compliance with the collection and submission of all digital information, as required under this award.

(c) *Data Management Plan (DMP)—*

(1) *What is required.* The Contractor must prepare and maintain a Data Management Plan (DMP) that reflects the digital information planning requirements outlined in paragraph (b) of this clause.

(2) *What to submit.* The DMP must be appropriate to the programmatic scope and context of the contract, and to the nature and complexity of the data to be collected or acquired in the course of the contract. The DMP must address, at a minimum, the following:

(i) Data inventory; and

(ii) If requested in writing by the Contracting Officer,

(A) Protocols for data collection, management and storage;

(B) Protocols for maintaining adequate safeguards that include the privacy and security of digital information collected under the award;

(C) Documentation that ensures other users can understand and use the data;

(D) Protocols for preserving digital information and facilitating access by other stakeholders; and

(E) Terms of use on data usage, publication, curation, or other dissemination plans.

(3) *When to submit.* The Contractor must develop and submit, at a minimum, the data inventory component of the DMP to the contracting officer for approval within ninety (90) days after contract award, unless the contracting officer establishes a different time period. The Contractor must submit the remaining components of the DMP to the contracting officer for approval, as soon as they become available. The contractor must not begin digital information collection prior to approval of the data inventory and submission of any remaining components of the DMP unless authorized in writing by the contracting officer.

(4) *When to revise.* The Contractor must revise the DMP as necessary throughout the period of performance of this contract. Any revisions to the plan must be approved by the contracting officer or contracting officer's representative as delegated.

(d) *Digital information production and collection requirements.*

(1) The Contractor must:

(i) Use only digital methods to the extent practicable to produce, furnish, acquire, or collect information in performance of this contract. If the Contractor is unable to consistently collect data using digital methods, the Contractor must obtain the contracting officer or delegated contracting officer's representative's approval for any alternative collection method.

(ii) Collect digital information at the finest level of granularity that enables the Contractor to comply with the terms of this contract.

(2) To the extent practicable, the Contractor must limit the collection of PII to only that which is necessary to comply with the requirements of the contract.

(e) *Registration requirements.* The Contractor must:

(1) Be registered with the USAID Digital Front Door (DFD) within ninety (90) days after award of this contract; and

(2) Maintain access to the DFD during the period of performance of this contract.

(f) *Submission requirements—*

(1) *What to submit.* Unless an exemption in paragraph (f)(4) of this section applies, the Contractor must:

(i) Submit digital information created or obtained in performance of this contract to USAID at the

finest level of granularity at which it was collected.

(ii) Submit digital information in nonproprietary formats and digital data and data sets in machine readable formats. The Contractor may also submit proprietary formats in addition to a nonproprietary format.

(iii) Submit a copy of any usage license agreement that the Contractor obtained from any third party who granted usage rights for the digital information.

(iv) Submit a copy of any photo or media release template that the Contractor used to obtain permission from any third party for the use of the photo or media.

(v) When the contract includes AIDAR clause 752.7012, Protection of the Individual as a Research Subject, provide a blank copy of the form, document, instructions, or other instruments used to obtain informed consent from persons whose individual information is contained in the original version of the digital object.

(vi) If applicable, provide additional details or metadata regarding:

(A) Where and how to access digital information that the Contractor submits to a USAID-approved digital repository or via alternate technology as approved by USAID's Chief Information Officer;

(B) The quality of submissions of draft digital information;

(C) Known sensitivities within digital information that may jeopardize the personal safety of any individual or group, whether the Contractor has submitted the information or has received a submission exemption;

(D) Digital information for which the Contractor was unable to obtain third party usage rights, a media release, or informed consent or which has other proprietary restrictions.

(2) *Where to submit.* The Contractor must submit digital information through the DFD, unless specifically authorized by the contracting officer in writing to submit to a USAID-approved digital repository instead or via alternate technology as approved by USAID's Chief Information Officer.

(3) *When to submit.* (i) With the exception of data sets, the Contractor must submit all other Digital Objects within 30 days of obtaining the contracting officer or delegated contracting officer representative's approval. Unless otherwise specified in the schedule of the contract or otherwise instructed by the contracting officer or delegated contracting officer's representative, the Contractor must submit data sets and all other digital information created or obtained in performance of this contract to USAID once it meets the requirements of quality digital information. Unless otherwise approved by the contracting officer in writing, within thirty (30) days after the contract completion date, the Contractor must submit all digital information not previously submitted, including both draft digital information and quality digital information required under this contract.

(ii) Upon written approval of the contracting officer or delegated contracting officer's representative, the Contractor must submit draft digital information to USAID when the “best available” information is required in order to meet time constraints or other programmatic or operational exigencies.

(4) *Exemptions.* (i) The Contractor must not submit digital information through the DFD that

contains:

(A) Classified information.

(B) Personally identifiable information. The Contractor must, to the maximum extent possible, remove the association between the set of identifying data and the individual to which it applies unless retaining such information is essential to comply with the terms of this contract and upon written approval from the contracting officer or delegated contracting officer's representative to submit this information.

(ii) If the Contractor believes there is a compelling reason not to submit specific digital information that does not fall under an exemption in this section, including circumstances where submission may jeopardize the personal safety of any individual or group, the Contractor must obtain written approval not to submit the digital information from the contracting officer.

(5) *Approval requirements.* Upon receipt of digital information submitted by the Contractor, the contracting officer or delegated contracting officer's representative will either approve or reject the submission. When a submission is rejected, the Contractor must make corrections and resubmit the required information. USAID does not consider the submission accepted until the contracting officer or delegated contracting officer's representative provides written approval to the Contractor.

(g) *Publication considerations.*

(1) If the Contractor produces a publication object, the Contractor must submit via the DFD a copy of the publication object, the publication acceptance notification, along with a link at which the final published object may be accessed.

(2) For any digital object the Contractor submits in compliance with the terms of this contract, the Contractor may request from the contracting officer or delegated contracting officer's representative an embargo on the public release of the digital object. The contracting officer or delegated contracting officer's representative may approve an embargo request that is for no more than 12 months at a time, with additional scrutiny for digital objects relied upon for journal publication. A determination on this request will be provided to the Contractor in writing.

(3) If the Contractor used a digital object previously submitted via the DFD to generate the publication object, and that digital object is governed by a pre-existing embargo, that embargo will expire on the day the publication object is scheduled for publication. USAID may elect to publish digital information on which the publication object is based as early as the date the publication object is scheduled for publication.

(h) *USAID digital collection and submission standards.* The Contractor must comply with the version of USAID's Digital Collection and Submission Standards in effect on the date of award as outlined at *data.usaid.gov/standards.* If the Contractor is unable to adhere to USAID's Digital Collection and Submission Standards, the Contractor must obtain USAID's written approval for an alternative approach.

(i) *Access to the digital information.* USAID will conduct a rigorous risk assessment of digital information that the Contractor submits to USAID to determine the appropriate permissions and restrictions on access to the digital information. USAID may release the data publicly in full, redact or otherwise protect aspects of the information prior to public release, or hold the information in a non-public status.

(j) *Obligations regarding subcontractors.*

(1) The Contractor must furnish, acquire, or collect information and submit to USAID, in accordance with paragraph (f) of this clause, all digital information produced, furnished, acquired, or collected in performance of this contract by its subcontractors at any tier.

(2) The Contractor must insert the terms of this clause, except paragraph (e) of this clause, in all subcontracts.

(End of clause)

Alternate I (JUN 2024). As prescribed in AIDAR 727.7003, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) [Reserved]

752.228-3 Worker's compensation insurance (Defense Base Act).

As prescribed in 728.309, the following supplemental coverage must be added to the clause specified in (48 CFR) FAR 52.228-3 by the USAID contracting officer.

Worker's Compensation Insurance (Defense Base Act) (DEC 1991)

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the contractor agrees to the following:

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(End of clause)

752.228-7 Insurance—liability to third persons.

As prescribed in 728.307-2(c), the following paragraph must be added to the clause specified in (48

CFR) FAR 52.228-7 as either paragraph (h) (if (48 CFR) FAR 52.228-7 *Alternate I* is not used) or (i) (if (48 CFR) FAR 52.228-7 Alternate I is used):

Insurance—Liability to Third Persons (JUL 1997)

The following paragraph is added to the clause specified in (48 CFR) FAR 52.228-7:

( ) *Insurance on private automobiles.* If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverage or such other minimum coverage as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, $10,000/$20,000; property damage, $5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Audit and Records—Negotiation" clause of this contract.

(End of clause)

752.228-9 Cargo insurance.

As prescribed in 728.313(a), the following preface is to be used preceding the text of the clause at (48 CFR) FAR 52.228-9:

Cargo Insurance (DEC 1998)

Preface: To the extent that marine insurance is necessary or appropriate under this contract, the contractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all subcontracts under this contract.

(End of clause)

752.228-70 Medical Evacuation (MEDEVAC) Services.

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

Medical Evacuation (MEDEVAC) Services (JUL 2007)

(a) The contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The contracting officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) *Exceptions.* (i) The Contractor is not required to provide MEDEVAC insurance to eligible

employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the contracting officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

(End of clause)

752.229-70 Federal, state and local taxes.

For contracts involving performance overseas the clauses prescribed in (48 CFR) FAR 29.401-3 or 29.401-4 may be modified to specify that the taxes referred to are United States taxes.

752.229-71 Reporting of Foreign Taxes

As prescribed in (48 CFR) AIDAR 729.402-70(b), insert the following clause in applicable solicitations and resulting contracts. The contracting officer must insert the address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under paragraph (d) of this clause.

Reporting of Foreign Taxes (Jul 2023)

(a) *Definitions.* As used in this clause—

Foreign government includes any foreign governmental entity.

Foreign taxes include value-added taxes and customs duties but not individual income taxes assessed to local staff.

Local staff means Cooperating Country National employees.

(b) *Annual report.*

(1) The Contractor must submit a report detailing foreign taxes assessed under this contract during the prior U.S. government fiscal year. The report must be submitted annually by April 16.

(2) A report is required even if the Contractor did not pay any foreign taxes during the reporting period. A cumulative report may be provided if the Contractor is performing more than one award in the foreign country.

(c) *Contents of report.* The report must contain:

(1) Contractor name.

(2) Contact name with phone number and email address.

(3) Contract number(s).

(4) Amount of foreign taxes assessed by each foreign government (listed separately) under this contract during the prior U.S. Government fiscal year.

(i) Taxes assessed on any individual transaction of less than $500 should not be reported.

(ii) The Contractor must report only foreign taxes assessed by a foreign government receiving U.S. assistance under this contract. The Contractor must not report on foreign taxes assessed by a third-party foreign government.

(5) Any reimbursements of foreign taxes received by the Contractor on the taxes reported in paragraph (c)(4) of this clause received through the date of the report.

(d) *Submission of report.* The Contractor must submit the report to: [*Contracting Officer must insert address and point of contact at the Embassy or Mission in the country in which the contract will be performed, or CFO/CMP for USAID/W-issued contracts, as appropriate*], with a copy to the Contracting Officer's Representative.

(e) *Subcontracts.* The Contractor must include this reporting requirement in all subcontracts issued under this contract. The Contractor shall collect and incorporate into the Contractor's report all information received from subcontractors pursuant to this clause.

(End of clause)

752.231-71 Salary supplements for HG employees.

As prescribed in 731.205-71, for use in all contracts with a possible need or services of a HG employee. The clause should also be inserted in all subsequent sub-contracts.

Salary Supplements for HG Employees (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

(End of clause)

752.231-72 Conference planning and required approval

As prescribed in (48 CFR) AIDAR 731.205-43(d), insert the following clause in section H of all USAID-funded solicitations and contracts anticipated to include a requirement for a USAID-funded conference.

Conference Planning and Required Approval (Jul 2023)

(a) *Definitions.* As used in this clause—

Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that is funded in whole or in part by USAID.

Net conference expense means the total conference expenses excluding: any fees or revenue received by the Agency through the conference, costs to ensure the safety of attending governmental officials, and salary of USAID employees and USAID personal services contractors.

Personal Services Contractor (PSC) means any individual who is awarded a personal services contract in accordance with AIDAR appendix D or J of this chapter.

Temporary duty (TDY) travel means official travel at least fifty (50) miles from both the traveler's home and duty station for a period exceeding twelve (12) hours.

USAID employee means a USAID direct-hire employee or a direct-hire Federal employee from another U.S. government agency detailed to USAID.

(b) *Prior approval.* Unless an exception in paragraph (c) applies, the Contractor must obtain prior written approval from the Contracting Officer at least 30 days prior to committing costs, for the following:

(1) A conference funded in whole or in part by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference; or

(2) A conference funded in whole or in part by USAID and attended by USAID employees or USAID Personal Services Contractors, when the net conference expense funded by USAID is expected to exceed $100,000, regardless of the number of USAID participants.

(c) *Exceptions.* Prior USAID approval is not required for the following:

(1) Co-creation conferences to facilitate the design of programs or procurements.

(2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management.

(3) A single course presented by an instructor conducted at a U.S. Government training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.

(4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and, if applicable, costs associated with participation of the Contractor's staff are the

only direct costs associated with the event.

(d) *Allowability of cost.* Costs associated with a conference that meet the criteria above, incurred without USAID prior written approval, are unallowable.

(e) *Post-award.* Conferences approved at the time of award will be incorporated into the contract. The Contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(f) *Documentation.* Requests for approval of a conference that meets the criteria in paragraphs (b) of this clause must include:

(1) A brief summary of the proposed event;

(2) A justification for the conference and alternatives considered, *e.g.,* teleconferencing and video-conferencing;

(3) The estimated budget by line item (*e.g.,* travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

(4) A list of USAID employees or PSCs attending and a justification for each, and the number of other USAID-funded participants (*e.g.,* Contractor personnel);

(5) A cost comparison for at least three potential venues (including a U.S. Government owned or leased facility) and a justification if the lowest cost facility is not selected;

(6) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a statement on whether the meals are a necessary expense to support the conference objectives; and

(7) A statement signed by an employee of the Contractor with authority to bind the Contractor, confirming that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number necessary to support the conference objectives.

(End of clause)

752.232-70 Letter of credit advance payment.

As required by 732.406-73, insert the following clause in contracts being paid by Letter of Credit.

Letter of Credit Advance Payment (MAR 2015)

(a) Payment under this contract must be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID, Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

(b) Immediately upon award, or as soon as the Letter of Credit payment method is approved by the contracting officer, contractors without an established LOC account must submit the following forms with original signatures, to the address specified below:

Forms:

(1) A signed original SF-1199A (Direct Deposit Sign-Up Form); and

(2) “Division of Payment Management Payment Management System Access Form” found at the Department of State and Human Services (DHHS) Web site.

Address:

ATTN: James DuBois,

U.S. Agency for International Development,

M/CFO/CMP—LOC Unit,

1300 Pennsylvania Ave. NW.,

SA-44, Room 430-J,

Washington, DC 20523-7700.

Contractors must also submit the forms specified above electronically to *loc@usaid.gov*.

(c) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of this contract, superseding and taking precedence over any other clause of this contract concerning payment.

(d) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with the other clauses of this contract concerning payment.

(e) Revocation of the LOC is at the discretion of M/CFO/CMP after consultation with the contracting officer. Notification to the contractor of revocation must be in writing and must specify the reasons for such action. The contractor may appeal any such revocation to the contracting officer, in accordance with the Disputes clause of this contract. Pending final decision, payments under the contract will be in accordance with paragraph (d) of this clause.

(End of clause)

752.236-70 Standards for accessibility for the disabled in USAID construction contracts.

As prescribed in 736.570, for contracts for construction or renovation using program funds, insert the following clause.

Standards for Accessibility for the Disabled in USAID Construction Contracts (JUL 2007)

(a) One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow

access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: *http://www.usaid.gov/about_usaid/disability/.*

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor must comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) *New Construction.* All new construction must comply with the above standards for accessibility.

(e) *Alterations.* Changes to an existing structure that affect, or could affect, the usability of the structure must comply with the above standards for accessibility unless the contractor obtains the contracting officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) *Exceptions.* The following construction related activities are excepted from the requirements of paragraphs (a) through (d) of this section:

(1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as “most vulnerable.”

(End of clause)

752.239-70 Information Technology Authorization.

As prescribed in AIDAR 739.106(b), insert the following clause in Section I of solicitations and contracts:

Information Technology Authorization (May 2024)

(a) *Definitions.* As used in this contract:

Information Technology means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are “used by an agency” if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term “information technology” does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) *Approval Requirements.* The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of acquisitions of information technology and information technology services. Any information technology specified in the Schedule of this contract has already been approved by the CIO. The Contractor must not acquire any additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(c) *Request for Approval Procedure.*

(1) If the Contractor determines that any information technology not specified in the Schedule will be necessary in the performance of the contract, the Contractor must request prior written approval from the Contracting Officer, including the Contracting Officer's Representative and the Office of the CIO (*ITAuthorization@usaid.gov*) on the request.

(2) In the request, the Contractor must provide an itemized description of the information technology to be procured. For equipment (including hardware and software), the Contractor must include any applicable brand names, model/version numbers, quantities, and estimated unit and total cost information. For services, the Contractor must provide a detailed description of the services, name(s) of the service provider(s), and estimated cost information.

(3) The Contracting Officer will approve or deny in writing the Contractor's request. If granted, the Contracting Officer will specify in writing the information technology approved by the CIO for purchase.

(d) *Subcontracts.* The Contractor must insert the substance of this clause, including this paragraph (d), in all subcontracts. The Contractor is responsible for requesting any approval required under paragraphs (b) and (c) of this clause for any applicable subcontractor information technology acquisition.

(End of clause)

§ 752.239-71 Information and Communication Technology Accessibility.

As prescribed in AIDAR 739.106(c), insert the following clause in Section I of solicitations and contracts:

Information and Communication Technology Accessibility (May 2024)

(a) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires

(1) Federal agencies to offer access to information and communication technology (ICT) to individuals with disabilities who are Federal employees or members of the public seeking information or services, and (2) that this access be comparable to that which is offered to Federal employees or members of the public who are not individuals with disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("Access Board") in 36 CFR part 1194, are viewable at *https://www.access-board.gov/ict/*.

(b) Except as indicated elsewhere in the contract, all ICT supplies, services, information, documentation, and deliverables developed, acquired, maintained, or delivered under this contract must meet the applicable Section 508 accessibility standards at 36 CFR part 1194, as amended by the Access Board.

(c) The Section 508 accessibility standards applicable to this contract are identified in Section C or other applicable sections of this contract.

(d) The Contractor must, upon written request from the Contracting Officer, or if so designated, the Contracting Officer's Representative, provide the information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards.

(e) If it is determined by the Government that any ICT supplies or services delivered by the Contractor do not conform to the required accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(f) The Contractor must insert this clause in all subcontracts that involve the acquisition of ICT supplies and/or services. The Contractor is responsible for the submission of any information as required under paragraph (e) of this clause.

(End of clause)

§ 752.239-72 USAID-Financed Project Websites.

As prescribed in AIDAR 739.106(d), insert the following clause in Section I of solicitations and contracts:

USAID-Financed Project Websites (May 2024)

(a) *Definitions*. As used in this contract: *Project Website* means a website that is:

(1) funded under this contract;

(2) hosted outside of a Federal Government domain (*i.e.,* "*.gov*");

(3) operated exclusively by the Contractor, who is responsible for all website content, operations and management, information security, and disposition of the website;

(4) not operated by or on behalf of USAID; and

(5) does not provide official USAID communications, information, or services.

(b) *Requirements.* The Contractor must adhere to the following requirements when developing, launching, or maintaining a Project Website:

(1) *Domain name.* The domain name of the website must not contain the term "USAID". The domain name must be registered in the Contractor's business name with the relevant domain registrar on the relevant domain name registry.

(2) *Information to be collected.* In the website, the Contractor may collect only the amount of information necessary to complete the specific business need. The Contractor must not collect or store privacy information that is unnecessary for the website to operate, or is prohibited by statute, regulation, or Executive Order.

(3) *Disclaimer.* The website must be marked on the index page of the site and every major entry point to the website with a disclaimer that states: "The information provided on this website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(4) *Accessibility.* To comply with the requirements of the Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), the Contractor must ensure the website meets all applicable accessibility standards ("Web-based intranet and internet information and applications") at 36 CFR part 1194, Appendix D.

(5) *Information security:* The Contractor is solely responsible for the information security of the website. This includes incident response activities as well as all security safeguards, including adequate protection from unauthorized access, alteration, disclosure, or misuse of information collected, processed, stored, transmitted, or published on the website. The Contractor must minimize and mitigate security risks, promote the integrity and availability of website information, and use state-of-the-art: system/software management; engineering and development; event logging; and secure-coding practices that are equal to or better than USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved within 30 calendar days.

(c) *Disposition.* At least 120 days prior to the contract end date, unless otherwise approved by the Contracting Officer, the Contractor must submit for the Contracting Officer's approval a disposition plan that addresses how any Project Website funded under this contract will be transitioned to another entity or decommissioned and archived. If the website will be transitioned to another entity, the disposition plan must provide details on the Contractor's proposed approach for the transfer of associated electronic records, technical documentation regarding the website's development and maintenance, and event logs. Prior to the end of the contract, the Contractor must comply with the disposition plan approved by the Contracting Officer.

(d) *Subcontracts.* The Contractor must insert this clause in all subcontracts that involve the development, launch, or maintenance of a Project Website. The Contractor is responsible for the submission of any information as required under paragraphs (b) and (c) of this clause.

(End of clause)

752.242-70 Periodic progress reports.

As prescribed in (48 CFR) AIDAR 742.1170-4(c), insert the following clause in contracts for which periodic progress reports are required from the contractor. The term “contract” shall be interpreted as “task order” or “delivery order” when this clause is used in an indefinite-delivery contract.

Periodic Progress Reports (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(End of clause)

752.242-71 Activity Monitoring, Evaluation, and Learning Plan

As prescribed in AIDAR 742.1170-5, insert the following clause in section F of solicitations and contracts.

Activity Monitoring, Evaluation, and Learning Plan (JUN 2024)

(a) *Definitions*. As used in this clause—

Activity Monitoring, Evaluation, and Learning Plan (AMELP) means a plan for monitoring, evaluating, and collaborating, learning, and adapting during implementation of a USAID contract. Some USAID documentation may refer to “MEL Plan” or “Activity MEL Plan”. These terms are synonymous.

Contract will be interpreted as “task order” or “delivery order” when this clause is used in an indefinite-delivery contract.

Evaluation means the systematic collection and analysis of data and information about the characteristics and outcomes of the programming carried out through a contract, conducted as a

basis for judgments, to understand and improve effectiveness and efficiency, and timed to inform decisions about current and future programming.

Feedback from beneficiaries means perceptions or reactions voluntarily communicated by a beneficiary of USAID assistance about the USAID assistance received.

Indicator means a quantifiable measure of a characteristic or condition of people, institutions, systems, or processes that might change over time.

Learning activity means efforts for the purpose of generating, synthesizing, sharing, and applying evidence and knowledge.

Monitoring context means the systematic collection of information about conditions and external factors relevant to implementation and performance of the contract.

Output means the tangible, immediate, and intended products or consequences of contract implementation within the Contractor's control or influence.

Outcome means the conditions of people, systems, or institutions that indicate progress or lack of progress toward the achievement of the goals and objectives of the contract.

Performance indicator means an indicator that measures expected outputs and/or outcomes of the contract implementation.

Target means a specific, planned level of results to achieve within a specific timeframe with a given level of resources.

(b) *Requirements.*

(1) Unless otherwise specified in the schedule of the contract, the Contractor must develop and submit a proposed AMELP to the contracting officer or delegated contracting officer's representative within ninety (90) days of contract award. The contracting officer or delegated contracting officer's representative will review and provide comments within thirty (30) days after receiving the proposed AMELP. The Contractor must submit a final AMELP for contracting officer or delegated contracting officer's representative approval no later than 15 days after receiving comments.

(2) The Contractor must revise the AMELP as necessary during the period of performance of this contract. Any revisions to the plan must be approved by the contracting officer or delegated contracting officer's representative.

(c) *Content.*

(1) The Contractor's proposed AMELP must include, at a minimum, the following:

(i) The Contractor's plan for monitoring, including any existing systems or processes for monitoring progress, any Standard Foreign Assistance Indicators as agreed upon by the contracting officer or delegated contracting officer's representative, any other USAID required indicators, and other relevant performance indicators of the contract's outputs and outcomes, their baseline (or plan for collecting baseline), and targets; and

(ii) The Contractor's plan for regular and systematic collection of feedback from beneficiaries, responding to feedback received, and reporting to USAID a summary of feedback and actions taken

in response to the feedback received, or a rationale for why collecting feedback from beneficiaries is not applicable for this contract.

(2) The Contractor's proposed AMELP must be appropriate to the size and complexity of the contract and address the following, as applicable:

(i) Plans for monitoring context and emerging risks that could affect the achievement of the contract's results;

(ii) Plans for any evaluations to be conducted by the contractor, sub-contractor or third-party, including collaboration with an external evaluator;

(iii) Learning activities, including plans for capturing knowledge at the close-out of the contract;

(iv) Estimated resources for the AMELP tasks that are a part of the contract's budget; and

(v) Roles and responsibilities for all proposed AMELP tasks.

[End of clause]

752.245-70 Government property—USAID reporting requirements.

USAID contracts, except those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by (48 CFR) FAR 45.107, per a GAO audit recommendation.

Preface: To be inserted preceding the text of the FAR clause.

Government Property—USAID Reporting Requirements (OCT 2017)

(a)

(1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (*e.g.* smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than $500.

(b) *Reporting Requirement:* To be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The Contractor will submit an annual report on all Government property in a form and manner acceptable to USAID substantially as follows:

Annual Report of Government Property in Contractor's Custody

[Name of Contractor as of (end of contract year), 20XX]

	Motor vehicles	**Furniture and furnishings—**	**Other Government property**
A. Value of property as of last report			
B. Transactions during this reporting period			
1. Acquisitions (add):			
a. Contractor acquired property [1]			
b. Government furnished [2]			
c. Transferred from others, without reimbursement [3]			
2. Disposals (deduct):			
a. Returned to USAID			
b. Transferred to USAID—Contractor purchased			
c. Transferred to other Government agencies [3]			
d. Other disposals [3]			
C. Value of property as of reporting date			

	Motor vehicles	Furniture and furnishings—	Other Government property	
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

[1]

Property Inventory Verification

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

Name

Title

Date

(End of clause)

752.245-71 Title to and care of property.

As prescribed in paragraph (a) of (48 CFR) AIDAR 745.107, the following clause must be inserted in all contracts when the contractor will acquire property under the contract for use overseas and the contract funds were obligated under a Development Objective Agreement (DOAG) (or similar bilateral obligating agreement) with the cooperating country.

Title to and Care of Property (APR 1984)

(a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost

of $500 of more.)

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c)

(1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the contracting officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

(End of clause)

752.247-70 Preference for privately owned U.S.-flag commercial vessels.

As prescribed in 747.507, insert the following clause:

Preference for Privately Owned U.S.-Flag Commercial Vessels (OCT 1996)

(a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 55305)) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 50 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.

(b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of program that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 percent, depending on current compliance with Cargo Preference requirements.

(c)

(1) The contractor must submit one legible copy of a rated on-board ocean bill of lading for each shipment to both Office of Cargo and Commercial Sealift, Maritime Administration (MARAD), U.S. Department of Transportation, 1200 New Jersey Ave. SE., Washington, DC 20590, and the U.S. Agency for International Development (USAID), Bureau for Management, Office of Acquisition and Assistance, 1300 Pennsylvania Ave. NW., SA-44, Room 859, Washington, DC 20523 as follows:

(i) for PL 480 (Food aid shipments) scanned copies must be sent to: *freightedbills@usaid.gov*.

(ii) For all Non P.L. 480 (Non Food Aid Shipments) scanned copies must be sent to: *Oceantransportation@USAID.gov*.

(iii) For all shipments, scanned copies for MARAD must be sent to: *Cargo.MARAD@DOT.gov*.

(2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(i) Sponsoring U.S. Government agency.

(ii) Name of vessel.

(iii) Vessel flag registry.

(iv) Date of loading.

(v) Port of loading.

(vi) Port of final discharge.

(vii) Description of commodity.

(viii) Gross weight in kilograms/pounds and volume in liters/cubic feet, if available.

(ix) Total ocean freight revenue in U.S. dollars.

(End of clause)

752.252-1 AIDAR solicitation provisions incorporated by reference

In accordance with 752.107(a), insert the following clause.

AIDAR Solicitation Provisions Incorporated By Reference (MAR 2015)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

(End of clause)

752.252-2 AIDAR clauses incorporated by reference

In accordance with 752.107(b), insert the following clause.

AIDAR Clauses Incorporated By Reference (MAR 2015)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

(End of clause)

752.252-70 Provisions and clauses to be completed by the offeror.

In accordance with 752.107(c), insert the following clause.

Provisions and Clauses To Be Completed by the Offeror (MAR 2015)

The following FAR and AIDAR provisions or clauses incorporated by reference in this solicitation or contract must be completed by the offeror or prospective contactor and submitted with the quotation or offer:

NUMBER TITLE DATE

AIDAR (48 CFR chapter 7)

[The contracting officer must list all FAR and AIDAR provisions or clauses incorporated by reference that must be completed by the offeror or prospective contactor and submitted with the quotation or offer.]

(End of clause)

[1]
–

[1] Non-expendable property and all mobile IT equipment.

[2] Government-furnished property listed in this contract as nonexpendable or accountable, including all mobile IT equipment.

[3] Explain if transactions were not processed through or otherwise authorized by USAID.