

Appendix I

USAID STANDARD PROVISIONS FOR U.S. CONTRACTORS

Contractor shall comply with the standard United States Agency for International Development (“USAID”) requirements specified in this Attachment. The term “Contractor” shall also mean “Recipient”, “Organization” or “Grantee,” and the term “Agreement” shall also mean “Contract”, “Award” or “Grant” for the purposes of these requirements.

The Contractor’s obligations are to the International AIDS Vaccine Initiative (“IAVI”). As such in all instances of notification, submission of documentation, the requesting of approvals and disclosures as required in the provisions below the Recipient’s obligations are to IAVI and not to USAID. The Recipient will communicate with the Project Manager and Contracting Staff at IAVI as identified in the Notices Section of your Agreement. This is applicable to all instances that reference USAID in the Provisions below except Standard Provision M.14, Mandatory Disclosures, which requires disclosures to be submitted to both IAVI and USAID.

M.1. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS USNGO (SEP 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. Sec. 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. Sec. 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

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

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

- * A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- * A cognizant U.S. Inspector General;

* The U.S. Government Accountability Office;

* A Federal employee responsible for contract or grant oversight or management at the relevant agency;

* A U.S. court or grand jury; or,

* A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

(END OF PROVISION)

M.6. Subawards and Contracts USNGO (DEC 2014)

a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.

b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

(END OF PROVISION)

M.7. USAID Eligibility Rules for Goods and Services USNGO (JUN 2012)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

(i) Military equipment,

(ii) Surveillance equipment,

(iii) Commodities and services for support of police or other law enforcement activities,

(iv) Abortion equipment and services,

(v) Luxury goods and gambling equipment, or

(vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment, Suspension and Other Responsibility Matters" and Standard Provision, "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

(i) Agricultural commodities,

(ii) Motor vehicles,

(iii) Pharmaceuticals,

- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://inside.usaid.gov/ADS/300/310.pdf>.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

(END OF PROVISION)

M.8. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

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

Furthermore, Contractor agrees that it will not knowingly enter into a subcontract or sub-award with a disqualified or excluded party on this list. Contractor agrees to notify IAVI immediately upon learning that it or any of its principals: 1) are presently excluded or disqualified from covered transactions by any Federal department or agency; 2) have been indicted or otherwise criminally or civilly charged, convicted of or had a civil judgment rendered against them for commission of any of the acts listed in the USAID Standard Provision entitled “Debarment, Suspension, and other Responsibility Matters”; or 3) have had one or more public transactions (with local, State or the Federal governments) terminated for cause or default within the preceding three years. Contractor shall include this provision in any subcontracts or sub-awards under this Agreement.

(END OF PROVISION)

M.9. Preventing Terrorist Financing - Implementation of E.O. 13224 USNGO (AUG 2013)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all subagreements, including subawards and contracts issued under this award.

(END OF PROVISION)

M.10. Marking and Public Communications Under USAID Funded Assistance USNGO (DEC 2014)

- (a) As a condition of receipt of this Agreement, Contractor must mark all overseas programs, projects, activities, public communications and commodities in accordance with the attached IAVI Marking Plan. In doing so, marking with either the IAVI logo or the USAID logo (as stipulated) should be of a size and prominence equivalent to or greater than the logos of Contractor, Contractor's other donors, or third parties.
- (b) Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID) and the US President's Emergency Plan for AIDS Relief (PEPFAR). The contents of this (specify) are the sole responsibility of (insert recipient name) and do not necessarily reflect the views of USAID, PEPFAR, or the United States Government.”
- (c) The contractor must provide the IAVI Project Manager with two copies of all program and communications materials produced under this award.
- (d) Definition: Program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials).

(END OF PROVISION)

M.11. Travel and International Air Transportation USNGO (DEC 2014)

a. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

- (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

a. Australia on an Australian airline,

b. Switzerland on a Swiss airline, or

c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

This provision must be included in all subawards and contracts under which this award will finance international air transportation.

(END OF PROVISION)

M.12. Ocean Shipment of Goods USNGO (JUN 2012)

APPLICABILITY: This provision is applicable for awards and subawards for which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

b. This provision must be included in all subagreements, including subawards and contracts.

(END OF PROVISION)

M.13. Trafficking in Persons USNGO (APR 2016)

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award;
- (3) Use of forced labor in the performance of this award;
- (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

c. IAVI shall have the right to unilaterally terminate this Agreement if the Contractor, the Contractor’s employees, subcontractors or subcontractor’s employees is determined to have violated any of the prohibitions of this Provision. The Contractor must inform IAVI immediately of any information the Contractor receives from any source alleging a violation of any prohibitions of this Provision. The Contractor shall include this provision in any subcontracts or subawards under this Agreement.

(END OF PROVISION)

M.14. MANDATORY DISCLOSURES USNGO (JUL 2015)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient, IAVI (pass through entity), all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

For disclosure to IAVI, the disclosures must be sent to the IAVI General Counsel’s Office (refer to Notices Section of the Agreement).

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

(END OF PROVISION)

M.15. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)

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

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[End of Provision]

M.16. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

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

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

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

(End of Provision)

M.17. ALLOWABLE COSTS (DECEMBER 2014)

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 200, Subpart E, Cost Principles
48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations

b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this

award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."

d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."

e. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

Required as Applicable Standard Provisions

RAA.1 Contract Provision For DBA Insurance Under Recipient Procurements USNGO (DEC 2014)

DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT USNGO (DEC 2014)

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

Workers' Compensation Insurance (Defense Base Act)

(a) The Contractor must-

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with 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. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(END OF PROVISION)

RAA.2 Prohibition of Assistance to Drug Traffickers USNGO (JUN 1999)

The recipient reserves the right to terminate this Contract or take other appropriate measures if the Contractor or a key individual of the Contractor is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

(END OF PROVISION)

RAA.3 Investment Promotion USNGO (NOV 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

(END OF PROVISION)

RAA.4 Reporting Host Government Taxes USNGO (DEC 2014)

Quarterly financial reports or other requests for reimbursement in accordance with the payment terms of this Agreement should include the amount of any value added tax (VAT) and custom duties paid to the foreign government of the country receiving assistance hereunder on purchase transactions valued at \$500 or more, as defined in the provision below, financed under this Agreement as well as any reimbursements of such taxes that may be received during the period of this Agreement. IAVI will utilize this information to comply with the reporting requirement below. The sub-recipient does not need to submit a report by April 16 but should instead include this information in its expense reports/invoices.

a. By April 16 of each year, the recipient must submit a report containing:

(1) Contractor/recipient name.

(2) Contact name with phone, fax and e-mail.

(3) Agreement number(s).

(4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).

(6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

(7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subawards and contracts.

(END OF PROVISION)

RAA.5 Conscience Clause Implementation (Assistance) USNGO (FEB 2012)

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

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

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

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

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

(END OF PROVISION)

RAA.6 Condoms (Assistance) USNGO (SEP 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms". This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>.

The prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts for HIV/AIDS activities.

(END OF PROVISION)

RAA.7 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance) USNGO (SEP 2014)

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

(b)(1) Except as provided in (b)(2), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.

(iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

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

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

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

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities.

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

(END OF PROVISION)

RAA.8 Access to USAID Facilities and USAID's Information Systems USNGO (AUG 2013)

a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. organization 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 and in accordance with this provision. The recipient's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. organizations, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

b. Before a U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of the recipient, subrecipient or contractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form. One identity source document must be a valid Federal or State government-issued picture ID. The recipient must contact the USAID Office of Security to obtain the list of acceptable forms of documentation. Submission of these documents, and related background checks, are mandatory in order for the individual to receive a building access ID, and before access will be granted to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their Security Briefing. All individuals provided access under this provision must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the recipient or completion of the award, whichever occurs first.

c. Individuals engaged in the performance of this award as an employee, consultant, or volunteer of the recipient must comply with all applicable Homeland Security Policy Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any HSPD-12 procedures established by the Office of Security in USAID/Washington.

d. The recipient is required to include this provision in all subagreements, including subawards and contracts, at any tier made to a U.S. organization/company, that require employees or consultants engaged in the performance of this award to have routine physical access to USAID facilities or logical access to USAID's information systems in order to perform this award.

(END OF PROVISION)

Additional Provisions:

1. Clean Air/Water. *This provision is applicable to contracts in excess of \$150,000 to be performed in the United States.* Contractor agrees to comply with all applicable standards, orders or regulations pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations are to be reported to IAVI.

2. Byrd Anti-Lobbying Amendment. *This Provision is applicable to agreements in excess of \$100,000.* Pursuant to 22 CFR Part 227, Contractor agrees to: (a) sign and submit to IAVI (i) upon signing of this Agreement, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the “Certification Regarding Lobbying” form, and (ii) the “Disclosure of Lobbying Activities Form”, if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) sign and submit to IAVI at the end of each calendar quarter the Standard Form LLL, Disclosure of Lobbying Activities Form, if (i) it uses or has agreed to use funds other than federal appropriated funds and/or (ii) an event occurs that materially affects (as defined in 22 CFR Part 227) the accuracy of any information contained in any Disclosure Form previously submitted by the Contractor to IAVI. This provision must be included in all contracts, subcontracts or sub-awards exceeding \$100,000 awarded hereunder.

The text of the Standard Provisions and other regulations that are referenced above is available at the following websites.

2 CFR 200 – http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 2 CFR 700 - <http://www.ecfr.gov/cgi-bin/text-idx?SID=531ffcc47b660d86ca8bbc5a64eed128&mc=true&node=pt2.1.700&rgn=div5>
 USAID Standard Provisions for U.S. Organizations - <https://www.usaid.gov/sites/default/files/documents/1868/303maa.pdf>

IAVI Marking Plan under USAID Cooperative Agreement AID-OAA-A-16-00032

Background

The International AIDS Vaccine Initiative (IAVI) and partners propose an Africa-centered model of global partnership to *Accelerate the Development of Vaccines and New Technologies to Combat the AIDS Epidemic (ADVANCE)*.

IAVI will partner with Imperial College London (UK) and a network of eight African Clinical Research Centers and laboratories led by highly skilled, in-country researchers at the following institutions:

- Aurum Institute (South Africa)
- Kenya AIDS Vaccine Initiative-Institute for Clinical Research
- Kenya Medical Research Institute-Wellcome Trust Research Programme
- Medical Research Council-Uganda
- Projet San Francisco (Rwanda)
- Uganda Virus Research Institute-IAVI
- University of Kwa-Zulu Natal, HIV Pathogenesis Programme (South Africa)
- Zambia-Emory HIV Research Project

This network, called ADVANCE Centers of Research Excellence (CORE), will drive regional collaboration, capacity building and research to test promising HIV vaccine candidates, and to better understand the epidemic in Africa.

ADVANCE provides a critical foundation for IAVI’s mission: to ensure the development of safe, effective, accessible, preventive HIV vaccines for use throughout the world, with a focus on developing countries, where the need is especially urgent. A vaccine to prevent HIV will be a truly global public good, with the potential to change human history and end this terrible pandemic. A comprehensive approach to HIV/AIDS requires vast international resources and intervention. USAID has displayed remarkable leadership in this regard. At the same time, no country or donor can or should single-handedly bear the burden of addressing these complex challenges, including developing and ensuring the availability of an AIDS vaccine worldwide.

As an international organization, IAVI’s continued success in accelerating the development of promising AIDS vaccine candidates relies upon long-term engagement with our diverse portfolio of contributors and other stakeholders. This fact is reflected in our Marking Plan. IAVI and partners will implement a Marking Plan that will prominently

highlight USAID's role as a project donor in project deliverables, public communications, commodities, program materials and events.

IAVI's multi-donor logo, in which the USAID and PEPFAR logos are visually dominant, will be used to mark items such as physical infrastructure, workshops, and program communications; the USAID-logo sticker will be used to mark equipment procured entirely with USAID funds.

When appropriate, items will be marked as follows:

- Publications and other public communications marked with IAVI multi-donor logo in a visible location such as the front or back cover;
- Invitation letterhead, report or cover marked with IAVI multi-donor logo in a visible location such as in the body text or as a footer
- Equipment marked with a USAID logo sticker in a visible location; and
- Infrastructure marked with an IAVI multi-donor plaque in a visible location.

Some ADVANCE public communications, commodities, and program materials that will not bear the USAID identity include (see table below for presumptive exceptions):

- Newspaper informational articles prepared and/or negotiated by partners. NTD program interviewees and writers will acknowledge USAID and other partner funding but cannot mandate that newspapers also publish all the USAID and partner logos.
- Minor consumable items (e.g., workshop materials such as markers, flipcharts, writing pads; lunches purchased for partners; gasoline containers for vehicles used in field work.)
- Equipment and materials of very low monetary value (e.g., amount not exceeding \$25.)

Marking with either the IAVI logo or the USAID logo (as stipulated above) should be of a size and prominence equivalent to or greater than the logos of the contractor/recipient, other donors, or other third parties. The Marking Plan Table which follows indicates the items and activities to be marked and those which are exempt from marking.

The USAID logo stickers (for equipment) can be either obtained from IAVI or ordered directly from vendors listed on the USAID website (<http://www.usaid.gov/branding/suppliers.html>). Three versions of the multi-donor logo below are available to allow for flexibility of usage. Upon request, an electronic file of all three versions of the IAVI multi-donor logo will be sent by IAVI to the contractor/recipient.

IAVI Multi-Donor Logo



IAVI gratefully acknowledges the generous support provided by the following major donors

Foundation for the National
Institutes of Health

National Institute of Allergy and
Infectious Diseases

amfAR, The Foundation for AIDS Research

The Buimerc Group

Broadway Cares/Equity Fights AIDS

Cancer Research UK

The City of New York, Economic
Development Corporation

Congressionally Directed Medical
Research Program (DoD)

GSK

The Hearst Foundations

And many other generous individuals
and partners around the world

As of December 2019



Ministry of Foreign Affairs of the
Netherlands



Acknowledgements

USAID and PEPFAR

All ADVANCE products and communications will include USAID and PEPFAR logos and follow current USAID guidelines as outlined in USAID ADS Chapter 320 Branding, 2 CFR 700, and the USAID Graphic Standards Manual. ADVANCE will co-brand USAID and PEPFAR, in which the USAID logo is left-most, followed by the PEPFAR logo. Both logos will be of equal size and prominence.

The following acknowledgement will be included on all ADVANCE external and internal publications, communications materials, and ADVANCE work that appears at scientific conferences, in scientific publications and in academic journals.

This study/report/audio/visual/other information/media product (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID) and the US President's Emergency Plan for AIDS Relief (PEPFAR). The contents of this (specify) are the sole responsibility of IAVI and do not necessarily reflect the views of USAID, PEPFAR, or the United States Government.

Partners

Text included on a wide range of deliverables will not only acknowledge USAID's role, but also the role of other funding organizations. The following acknowledgment will be included on all ADVANCE external and internal publications.

IAVI's work is made possible by the generous support of many donors including: the Bill & Melinda Gates Foundation; the Ministry of Foreign Affairs of Denmark; Irish Aid; the Ministry of Finance of Japan in partnership with The World Bank; the Ministry of Foreign Affairs of the Netherlands; the Norwegian Agency for Development Cooperation (NORAD); the United Kingdom Department for International Development (DFID), and the United States Agency for International Development (USAID) through the U.S. President's Emergency Plan for AIDS Relief (PEPFAR). The full list of IAVI donors is available at www.iavi.org. This study/report/audio/visual/other information/media product (specify) is made possible by the support of the American People through USAID and PEPFAR. The contents of this (specify) are the sole responsibility of IAVI and do not necessarily reflect the views of USAID, PEPFAR, or the United States Government.

ADVANCE Marking Plan

ACTIVITY	ITEM(S)	MARKED If NO Give Presumptive Exception*
IAVI and CORE facilities, trial sites and laboratories	Buildings	YES - IAVI's Multi-donor logo
	Laboratory and office equipment, unless item is too small or marking would impair functionality	YES - USAID logo unless item is too small (Presumptive exception v) or marking would impair functionality (Presumptive exception iv)

ACTIVITY	ITEM(S)	MARKED If NO Give Presumptive Exception*
	Shipping containers packed with equipment or supplies to the Africa or India IAVI sites, unless marking would jeopardize the integrity of the contents	YES - IAVI's Multi-donor logo
	Consumables and laboratory supplies	NO. Presumptive exception (v): Clinical samples are too small and unsuited for individual marking
	Shipping clinical samples from site to other ADVANCE CORE or support labs	NO. Presumptive exception (i): Intrinsic independence of the clinical samples is an inherent aspect of the materials
External Publications	Informational, educational and communication materials for use by IAVI staff, partners and other stakeholders on HIV/AIDS vaccines and related topics (e.g., videos, leaflets, brochures, press release, etc.)	YES - IAVI's Multi-donor logo
	Scientific conferences, scientific publications and journal articles	YES – see “Acknowledgements” above. Please request updated and relevant acknowledgement language from the IAVI Project Manager
	Report and publications done in partnership with host country governments	NO. Presumptive exception (iii): Publications are done in partnership with government, conveying or reflecting national policies; marking would undercut host country government ownership of publications.
Tools and Operational Documents	Toolkit for needs assessment/program planning for community involvement	YES - IAVI's Multi-donor logo
	Guidance documents (e.g., those related to community advisory boards)	YES - IAVI's Multi-donor logo
Reports	Reports of select social science research projects on issues relevant to clinical research in developing countries	YES - IAVI's Multi-donor logo
	Reports from needs assessment and monitoring and evaluation efforts	YES - IAVI's Multi-donor logo
	Reports on programs involving host country governmental policies and programs	NO. Presumptive exception (iii): Publications are done in partnership with government, conveying or reflecting national policies; marking would undercut host country government ownership of publications.

ACTIVITY	ITEM(S)	MARKED If NO Give Presumptive Exception*
Workshops, technical meetings, consultations, seminars, and satellite meetings	Invitation letters, informational handouts, Powerpoint presentations, briefs, reports, and meeting signage	YES - IAVI's Multi-donor logo
	Invitation letters, informational handouts, briefs, reports, and meeting signage for workshops, meetings and trainings covering national policy issues and/or implemented in partnership with host country governments	NO. Presumptive exception (iii): Publications are done in partnership with government, conveying or reflecting national policies; marking would undercut host country government ownership of publications
Documentation (program implementation)	Invitation letters, informational handouts, briefs, reports, meeting signage, research working papers, policy briefs, publications and discussion papers	YES - IAVI's Multi-donor logo
	Internal Documents (e.g., Good Clinical Laboratory Practice guidelines, standard operating procedures guidelines, audits, validation study reports, clinical trial study reports, etc.)	NO. Presumptive exception (ii): Data and findings must be seen as independent because it is a regulatory document
Social Media, Websites, TV, Radio	Any project website, social media tool, TV spot or radio spot developed for and funded under the cooperative agreement	YES - IAVI's Multi-donor logo TV/Radio spots will also include an audio tagline "This Program is supported by USAID."

*Note: If IAVI determines that a presumptive exception is no longer applicable and the item/activity can be marked, IAVI will notify the sub-recipient or contractor in writing that these items/activities should also be marked with the IAVI multi-donor logo (which includes the USAID and PEPFAR logos). Any exceptions to this will be submitted to USAID for approval on a case-by-case basis.