



NATIONAL ACADEMY OF SCIENCES

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October 22, 2020

Mr. Jose Apolline Traore Hien
Accounting Officer
Université Joseph KI-ZERBO
03 BP 7021 Ouagadougou 03
Ouagadougou, Burkina Faso

Re: NAS Subaward Letter No. 2000011852
Sponsor Cooperative Agreement Number: AID-OAA-A-11-00012

Dear Mr. Traore Hien:

On behalf of the National Academy of Sciences (“NAS”), it is a pleasure to inform you that Université Joseph KI-ZERBO (Subawardee) has been awarded a Subaward in the amount of **\$38,872.00** (Thirty-Eight Thousand Eight Hundred Seventy-Two Dollars) in support of the project entitled “Increasing access to sanitation services integrated with resource recovery in rural Burkina Faso” under the direction of Principal Investigator Dr. Maiga.

This Subaward is funded under Prime Cooperative Agreement Number AID-OAA-A-11-00012 entered into by and between NAS and the United States Agency for International Development (USAID) and shall be used in accordance with the objectives stated in the Proposal in Attachment A of the Subaward.

Please indicate your organization’s acceptance of the provisions contained in the attached Subaward by having an authorized individual of your organization sign and return one fully executed copy to Madeline Welch via e-mail at mwelch@nas.edu or via fax on (202) 334-2041.

If you have any questions, please contact Robert Gasior, Program Officer, at (202) 334-3838 or rgasior@nas.edu.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dorothy Yee".

Dorothy Yee
Manager, Procurement Services and Subaward Administration

cc: Kelly Robbins
Cynthia Getner

SUBAWARD SUMMARY PAGE

Section I	Subaward Details
Section II	Subaward Terms and conditions
Attachment A	Subaward Proposal
Attachment B	Subaward Technical and Financial Reporting Form
Attachment C	Standard Provisions for Non-U.S. Nongovernmental Organizations

SECTION I – SUBAWARD DETAILS

Federal Awarding Agency:	USAID
Federal Award Identification Number (FAIN):	AID-OAA-A-11-00012
Federal Award Date:	July 25, 2011
Federal Award Project Description:	Assistance in Management of USAID’s Partnerships with NSF and Related Activities to Promote Global S&T Partnerships
Total Federal Funds available under this Subaward:	\$38,872.00
Total Federal Funds Obligated by this action:	\$38,872.00
CFDA Number and Name:	98.001 - AID
Subaward Number:	2000011852
Subawardee Name:	Université Joseph KI-ZERBO
Subawardee’s DUNS Number:	561381905
Subaward Period of Performance:	October 15, 2020 through October 14, 2021
Subaward Principal Investigator: Phone & email:	Ynoussa Maiga 0022676656051; ynoussa.maiga@gmail.com
NAS Program Officer: Phone & email:	Robert Gasior (202) 334-3838; rgasior@nas.edu
NAS Subaward Administrator: Phone & email:	Madeline Welch (202) 334-2041; mwelch@nas.edu

Agreement No.: 2000011852
Business Unit: PGA
Peer Subaward

PREAMBLE

This Subaward is entered into by and between the National Academy of Sciences (“NAS”), a private federally chartered tax-exempt corporation having its principal place of business at 500 Fifth Street, NW, Washington, DC 20001, incorporated in the District of Columbia, and Université Joseph KI-ZERBO (“Subawardee”) having its principal place of business at 03 BP 7021 Ouagadougou 03 Ouagadougou, Burkina Faso (referred to herein individually as “Party” and collectively as “Parties”).

In consideration of the mutual promises, covenants, and agreements herein set forth, the Parties agree that Subawardee shall furnish and deliver to NAS all the supplies, and perform all the services set forth in this Subaward, and the Terms and Conditions and other documents or specifications attached hereto or referenced herein.

This Subaward is issued under Prime Cooperative Agreement No. AID-OAA-A-11-00012 entered into by and between NAS and the US Agency-International Development (“Sponsor”). Continued funding under this Subaward is contingent upon acceptable performance and funding by Sponsor.

Neither this Subaward nor subsequent amendments shall be varied in their terms or conditions by oral agreement or representation other than in writing and must be executed by, at a minimum, the NAS Subaward Administrator. The Parties are legally bound and agree to the following terms and conditions.

SECTION II – SUBAWARD TERMS AND CONDITIONS

By signing this Subaward, Subawardee agrees to the following terms in connection with this Subaward award.

ARTICLE I - PAYMENTS

- (a) **Payment Disbursements:** Subaward funds will be disbursed according to the schedule in the Period of Performance, Article II below, subject to the conditions of this Subaward.
- (b) **Use of Subaward Funds:** Subawardee shall use the Subaward Funds solely for the purposes described in Subawardee’s Proposal, Attachment A. **SUBAWARDEE SHALL NOT CHARGE PARTICIPANTS REGISTRATION FEES FOR ANY SUBAWARDEE SPONSORED EVENTS UNDER THIS AGREEMENT.**

Subawardee shall repay to NAS any portion of the Subaward funds that is not used for these purposes.

- (c) **Treatment of Interest Earned:** Interest earned on payments received by Subawardee shall be treated in accordance with 2 CFR 200 Part 200.305. Accordingly, payments received by Subawardee must be maintained in interest-bearing accounts unless any of the following conditions apply:
 - (i) Subawardee receives less than \$120,000 per year under this Subaward

(ii) Interest earned in the interest bearing account would not be expected to be in excess of \$250 per year

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts

Interest earned amounts up to \$250 per year may be retained by Subawardee for administrative expense. Any additional interest earned on advance payments under this Subaward deposited in interest-bearing accounts must be remitted annually to NAS to be returned to the U. S. Department of Health and Human Services Payment Management System.

(d) **Taxes:** Subawardee is solely responsible for compliance with all U.S. and home country tax reporting and withholding requirements related to payments made under this Subaward.

(e) **Supplemental Subaward Funds:** At the sole discretion of NAS, additional funds may be added in order to reimburse, in whole or in part, travel costs incurred by Subawardee in the course of attending authorized sponsored events or other supplemental activities by Subawardee.

ARTICLE II - PERIOD OF PERFORMANCE

It is anticipated that this Subaward shall be performed in multiple phases, including an initial phase, Phase One of the Subaward (the "Initial Term") and a subsequent follow-on phase period ("Phase Period"). Each Phase Period will be authorized as a separate milestone to this Subaward and shall contain separate deliverables and performance criteria as specified at time of authorization by NAS. The Initial Term and Phase Period are as follows:

It is anticipated that this Subaward shall be performed in a single phase consisting of a phase for Year 1 of the Subaward (the "Initial Term"). Funding will be disperse in multiple phases as specified below:

(a) The Period of Performance of this Subaward is from October 15, 2020 through October 14, 2021. Extensions to the Initial Term will be accomplished by written modification to the Subaward. Any work performed beyond the expiration date of Year 1 without written authorization from a duly authorized NAS Subaward Official will be at Subawardee's own risk.

(b) Phase 1 funding: Upon receipt of a fully executed Subaward, funding for Phase 1, in the amount of \$20,000 (Twenty Thousand Dollars), will be disbursed.

(c) Phase 2 funding: The remaining funds of this Subaward in the amount of \$18, 872 (Eighteen Thousand, Eight Hundred Seventy-Two Dollars) will be dispersed after 6 month financial report is received.

ARTICLE III - SUBAWARD REPORTING

- (a) **Subaward Reports:** Subawardee shall deliver written annual progress reports using the PEER online system at <https://www.grantinterface.com/Common/LogOn.aspx?urlkey=nas> by the date set by the NAS Program Officer. The reports shall include detailed narrative and financial progress reports using the report forms available in the PEER online system and incorporated for reference as Attachment B, but subject to amendment. Subaward reports will be submitted to NAS using the online application management system as instructed by the NAS Program Officer identified on the Subaward Summary Page. In addition, on a quarterly basis on January 15, April 15, July 15, and October 15 of each year, Subawardee shall also provide brief narrative reports on project activities using the online system as requested by the NAS Program Officer. If any reports are deemed inadequate in NAS' reasonable discretion, NAS may require additional supporting documentation or clarifications to the Subaward Report prior to release of the next scheduled payment.
- (b) **Meetings:** NAS may request in-person meetings with Subawardee to discuss details of the Subaward Report. Subawardee should expect to attend in-person meetings at the in-country or regional USAID Mission and present details of the Subaward Report when requested.

ARTICLE IV - PATENT RIGHTS (June 2012)

- (a) Patent Rights
- (1) **Allocation of Principal Patent Rights.** Subawardee may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the recipient retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. Subawardee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention."
- (2) **Definitions.** For purposes of this provision, the following terms will have the following meaning:
- (i) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
 - (ii) "Subject invention" means any invention of Subawardee conceived or first actually reduced to practice in the performance of work under this award.
- (3) Subawardee must disclose each subject invention to the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking System (<http://www.iedison.gov>) within two months after the inventor discloses it in writing to Subawardee personnel responsible for patent matters. In addition, Subawardee agrees to submit, on request, periodic reports to

the Agreement Officer's Representative, no more frequently than annually, on the utilization of a subject invention.

(4) Conditions When the U.S. Government May Obtain Title. Subawardee must convey title to any subject invention to USAID, upon written request, subject to Subawardee's retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:

(i) If Subawardee fails to file a U.S. patent application or to disclose the subject invention to USAID at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.

(ii) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

(b) Subaward and Contracts: Subawardee must include the Standard Provision, Attachment C, suitably modified to identify the parties, in all subawards and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. Subawardee must retain all rights provided for the United States Government in Attachment C, and Subawardee must not, as part of the consideration for awarding the contract or subaward, obtain more rights in the contractor's or the subawardee's subject inventions than provided in this provision.

ARTICLE V – PROTECTION OF HUMAN RESEARCH SUBJECTS (June 2012)

APPLICABILITY: *This provision is applicable when human subjects are involved in research financed by this Subaward, as defined in 22 CFR 225 and ADS 200 Mandatory Reference, "Protection of Human Subjects in Research Supported by USAID." Subawardee should confer with the NAS Program Officer to determine if any research with human subjects will be included in the award.*

(a) Subawardee is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).

(b) Subawardee must assure NAS of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:

(1) Obtaining a Federal-Wide Assurance (FWA) from the U.S. Department of Health and Human Services. Instructions on obtaining an FWA can be found on the Office of Human Research Protection Web site <http://www.hhs.gov/ohrp/assurances/assurances/file/index.html>; or

- (2) Submitting to the NAS Program Officer for USAID approval, a written assurance which includes a statement of principles governing Subawardee's responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or
 - (3) Submitting to the NAS Program Officer for USAID approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in 22 CFR 225.
- (c) Definitions for the purposes of this award:
- (1) Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.
 - (2) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains
 - (i) Data through intervention or interaction with the individual, or
 - (ii) Identifiable private information.
 - (3) Intervention includes both physical procedures by which data are gathered and the changes to the subject or the subject's environment performed for research purposes.
 - (4) Institutional Review Board means a properly constituted ethical committee which will review the research.
- (d) USAID staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, USAID may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the following statement:
- "Subject's research records may be independently reviewed by USAID staff and consultants to ensure compliance with USAID requirements for protection of human research subjects."
- (e) If applicable, Subawardee must comply with 45 CFR Part 46 and their clinical trials, data safety and monitoring plans should comply with guidance provided by NIH:
http://grants.nih.gov/grants/policy/hs/data_safety.htm

ARTICLE VI – CARE OF LABORATORY ANIMALS (March 2004)

- (a) Before undertaking performance of any Subaward involving the use of laboratory animals, Subawardee must register with the Secretary of Agriculture of the United States in accordance

with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. Subawardee must furnish evidence of such registration to the Agreement Officer.

- (b) Subawardee must acquire animals used in research under this Subaward only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.
- (c) In the care of any live animals used or intended for use in the performance of this Subaward, Subawardee must adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council (NAS-NRC), and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in (a) above. In case of conflict between standards, the higher standard must be used. Subawardee's reports on portions of the subaward in which animals were used must contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: Subawardee may request registration of Subawardee's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which Subawardee's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, 4700 River Road, Unit 84, and Riverdale, MD 20737-1234 and at www.aphis.usda.gov/animal_welfare/index.shtml.
- (d) If applicable, Subawardee must have an Office of Laboratory Animal Welfare (OLAW) approved Animal Welfare Assurance before out any activities involving live vertebrate animals. Institutions outside the United States are to use the Animal Welfare Assurance for Foreign Institutions (Foreign Assurance). Refer to Part III-20, Section 2.2, Vertebrate Animals, in the DHHS SF 424 (R&R) Application Guide for NIH and other PHS Agencies.

ARTICLE VII - RECORD RETENTION/AUDIT

- (a) Subawardee shall maintain all financial books and records in such a fashion that it can provide sufficient detail to substantiate all expenditures related to Subaward in accordance with Section M2, Standard Provisions for Non-US Nongovernment Recipients. Unless otherwise notified by NAS, Subawardee records that pertain to this Subaward must be retained for a period of three years from the date of submission of the final expenditure report.
- (b) Subawardee shall permit NAS and USAID access to Subawardee's financial records and statements as necessary in accordance with Subpart F of 2 CFR Part 200, Subpart F.

ARTICLE VIII - DATA RIGHTS AND PUBLICATIONS

- (a) All data, written materials, photographs, drawings, or other information created or generated under this Subaward (the “Subject Data”), and the copyrights therein in all media and languages throughout the world will be irrevocably assigned to and owned by Subawardee. NAS and the U.S. Government shall have an irrevocable, transferable, royalty-free, non-exclusive worldwide license in all media and languages now or hereafter known to reproduce, disseminate, publish, prepare derivative works in, or otherwise utilize all Subject Data, including without limitation, the right to authorize others to use and disseminate such Subject Data.
- (b) Attribution: Subawardee shall cite in any published article that such article is derived from the Subject Data funded in whole or part by NAS and USAID under the USAID Prime Award Number AID-OAA-A-11-00012, and that any opinions, findings, conclusions, or recommendations expressed in such article are those of the authors alone, and do not necessarily reflect the views of USAID or NAS.
- (d) **Electronic Program Deliverables:** Subawardee shall provide the Program Officer with an electronic copy of all deliverables and any publications produced with project funds.
- (e) **Submission of Datasets to the Development Data Library:** Subawardee shall submit data under this Subaward to the Development Data Library in accordance to Section M23 of the Standard Provisions for Non-U.S. Nongovernmental Organizations, Attachment C.

ARTICLE IX - NO COMMITMENT OF FUTURE FUNDING

- (a) Subawardee acknowledges that NAS and its representatives have made no actual or implied promise of funding except for the amounts currently obligated under this Subaward. Continued funding under this Subaward is contingent upon acceptable performance and funding by USAID through timely submission of annual narrative and financial reports.
- (b) Funding for subsequent years of multi-year Subawards will be contingent on availability of funds and demonstrated progress toward objectives.

ARTICLE X - OTHER PROVISIONS

- (a) **Whole Agreement:** This Subaward, which shall include the Subaward Summary Page, the Subaward Provisions, Attachments A - C, and the terms and conditions specifically referenced herein, supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter of this Subaward. This Subaward may not be amended or modified except by written modification to the Subaward signed a duly authorized NAS Subaward Administrator. Should there be any inconsistency between the Subaward Provisions and any specifications or other provisions which are made part of this Subaward by reference or otherwise, the Subaward Provisions shall control.
- (b) **Subaward Modifications:** Any material change in the purposes for which Subaward funds are spent must be approved in writing in advance by NAS.

Subawardee must obtain the prior written approval of the NAS Subaward Administrator prior to entering into any Subaward or contract.

- (c) **Indemnification:** To the fullest extent permitted by law, Subawardee will indemnify and hold harmless NAS from any and all claims, damages, lawsuits, attorney's fees, court costs, defense costs or any other costs arising out of the negligence, breach of this Subaward, or wrongful acts on the part of Subawardee or its officers, employees, or agents. The obligations of this clause to indemnify and hold harmless NAS shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of NAS.
- (d) **Termination:** This Subaward may be terminated for Cause at any time, in whole or in part, by NAS upon written notice to Subawardee whenever it is determined that Subawardee has failed to comply with the terms and conditions of this Subaward. This Subaward may be terminated at the discretion of NAS by written notice, in whole or in part, by NAS, provided NAS provides fifteen (15) days written notice to Subawardee. If this Subaward is terminated, the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, will be provided in the termination notice. Upon receipt of, and in accordance with, a termination notice as specified above, Subawardee will take immediate action to stop work and minimize all expenditures and obligations financed by this Subaward. Subawardee will also cancel un-liquidated obligations whenever possible. NAS agrees to reimburse Subawardee for work completed and authorized work in progress on behalf of NAS.
- (e) **Disputes:** Both parties agree to enter into negotiation to resolve any dispute under this Subaward. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. If a dispute arises out of or relates to this Subaward, or the breach thereof, and if the dispute cannot be settled through negotiation within a thirty (30) day period, the parties agree first to try in good faith to settle the dispute by mediation in accordance with the International Mediation Rules of the International Centre for Dispute Resolution before resorting to arbitration, litigation or some other dispute resolution procedure.
- (f) **Compliance with Laws:** Subawardee shall comply with all applicable laws, rules, regulations, ordinances, orders and requirements and any governmental authority relating to the delivery of the services specified in this Subaward. Subawardee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, nor shall Subawardee engage in or permit sexual harassment of any person in any manner prohibited by law.

This Subaward shall be subject to the terms and conditions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards accessible from the following link:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

ARTICLE XI – ALLOWABLE COSTS

- (a) Subawardee shall be reimbursed for costs incurred in carrying out the purposes of this Subaward as documented in Subaward’s Proposal submitted to PEER Science and Subawardee’s current annual budget. The NAS Program Officer will be the final decision maker as to whether costs are reasonable, allocable, and allowable in accordance with the terms of this Subaward and the applicable cost principles in effect on the date of this Subaward, including without limitation Attachment C, Standard Provisions for Non-US Nongovernmental Organizations.
- (b) Prior to incurring an unallowable cost, Subawardee shall obtain the Program Officer’s written determination on whether the cost will be allowable.
- (c) It is USAID policy that no funds shall be paid as profit or fee to Subawardee, or under any subaward or subcontract made by Subawardee.
- (d) **Travel:** NAS policy and the International Air Transportation Fair Competitive Practices Act of 1974 (as amended in 49 U.S.C. 40118) (Fly America Act) require the use of U.S. Flag carriers for air travel to the extent these carriers are available. **Subawardee must obtain advance written approval from the Program Officer prior to purchasing any airline tickets for foreign travel using Subaward funds and if approved must submit proof of these arrangements (copies of ticket receipts) with the final project report.**
- (e) Reallocations of Subaward funds greater than 10% of the total annual budget between budget categories shall require the written approval of the Program Officer.
- (f) Program Income under this Subaward shall be accounted for by Subawardee in accordance with Section RAA15, Standard Provisions for Non-US Nongovernmental Organizations.

ARTICLE XII – ASSURANCES & COMPLIANCE

- (a) **Compliance with USAID Standard Provisions:** USAID Standard Provisions for Non-US Nongovernmental Organizations, A Mandatory Reference for ADS Chapter 303, as applicable to performance under this Subaward, are incorporated by full-text in Attachment C Electronic copies containing the complete text are also available at: <https://www.usaid.gov/sites/default/files/documents/1868/303mab.pdf>. In all instances where “USAID” is mentioned in the foregoing, “NAS” as the prime grant recipient shall be the responsible party for USAID. As such, any request(s) for review or approval should be directed to the Program Officer to flow through to USAID.
- (b) **Marking of Program Deliverables:** Subawardee shall mark any commodities, supplies, or equipment supplied under this Subaward with the USAID Identity marking of a size and prominence equivalent to or greater than Subawardee’s name (or the name of any other Subawardee, donor, or other third party) in accordance with Section M9, Standard Provisions for Non-US Nongovernmental Organizations).

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

(c) **USAID Eligibility Rules For Commodities And Services (June 2012)**

Subawardee shall comply with USAID's policy on ineligible and restricted goods and services, in the Standard Provisions for Non-U.S. Nongovernmental Organizations, including without limitation, the following provisions:

- (1) 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.
- (2) Ineligible and Restricted 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.
- (3) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in [Standard](#) Provision "Debarment and Suspension" and Standard Provision "Preventing Terrorist Financing" (See <https://www.sam.gov/>) must not be used to provide any commodities or services funded under this award.
- (4) Restricted Commodities. The recipient must obtain prior written approval of the NAS Program Officer or comply with required procedures under an applicable waiver, as provided by the NAS Program Officer 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
- (5) Source and Nationality:

Agreement No.: 2000011852
Business Unit: PGA
Peer Subaward

Except as may be specifically approved in advance by the NAS Program Officer, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this Subaward 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 Subaward is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this Subaward is code 935. For a current list of countries within each geographic code, see [ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID](https://www.usaid.gov/ads/policy/300/310)
<https://www.usaid.gov/ads/policy/300/310>

- (6) Guidance on the eligibility of specific commodities and services may be obtained from the NAS Program Officer. If USAID determines that the recipient has procured any commodities or services under this Subaward contrary to the requirements of this provision, and has received payment for such purposes, the NAS Program Officer may require to refund the entire amount of the purchase.
- (7) This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

(d) Implementation Of E.O. 13224 -- Executive Order On Terrorist Financing (AUGUST 2013)

Subawardee is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subawardee to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

Subawardee should refer to the following URL link for a complete list of individuals and/or entities that are prohibited from entering into transactions under this Subaward: <https://sanctionssearch.ofac.treas.gov/>

(e) Authorized Procurement Standards

Subawardee shall comply with USAID's procurement standards for goods and services, Attachment C Standard Provisions for Non-US Nongovernmental Organizations, M8 USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (June 2012)" including without limitation, the following provisions:

1. The authorized geographic code for procurement of goods and services under this Subaward is 935. Code 935 includes any area or country including the recipient country, but excluding any country that is a prohibited source.

2. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
3. For the procurement of goods/services exceeding USD \$3,000 a minimum of 3 quotes are required. A lower limit can be established based on Subawardee's policy. The competition and vendor selection process must be documented. The requirement to obtain 3 price quotations does not apply in cases when Subawardee is receiving free or reduced-cost goods or services from USAID's partner organization Planet NI.

(f) **Debarment and Suspension**

- a. Subawardee shall comply with Section M12 of the Standard Provisions for Non-U.S. Nongovernmental Organizations, Debarment and Suspension (June 2012)
- b. Subawardee agrees that, unless authorized by the NAS Program Officer, it will not knowingly enter into any subagreements or contracts under this Subaward with a person or entity that that has an active exclusion on the System for Award Management (<https://www.sam.gov/>). Subawardee further agrees to include the following provision in any subagreements or contracts entered into under this Subaward:
 - c. Section M12 of the Standard Provisions for Non-U.S. Nongovernmental Organizations, Debarment and Suspension (June 2012)
 - d. Subawardee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

- (g) **Participant Taxes:** According to USAID regulations, all J-1 visa holders traveling on funds from U.S. sources including USAID are subject to the U.S. Internal Revenue Service (IRS) requirement to file U.S. tax returns, whether or not tax payments are due. Visitors whose trips to the United States were covered entirely or partially with USAID-provided funds through the PEER Science program must file 1040-NR (non-resident) tax forms by the deadline set by the IRS, generally in June following the end of the calendar year in which they visited. NAS will provide the required Statement of Expenditures listing costs of the visit paid by the visitor's institution (using PEER grant funds) and paid directly by NAS (medical insurance coverage). Visitors and their institutions are required to comply with this tax filing responsibility in order to avoid risking opportunities for future visa-supported travel to the United States.

ARTICLE XII – CLOSEOUT

NAS Subaward Administrator will send closeout documents to Subawardee upon receipt of the final Deliverables set out in Attachment A. Subawardee shall be required to complete and submit all applicable closeout forms within 30 days of receipt of closeout notification from NAS. Failure to comply may affect Subawardee's future awards from NAS.

THEREFORE, this Subaward shall be made and effective as of the date last signed below.

AGREED AND ACCEPTED:

NATIONAL ACADEMY OF SCIENCES

UNIVERSITÉ JOSEPH KI-ZERBO

By: Dorothy Yee Digitally signed by Dorothy Yee
Date: 2020.10.30 10:02:56
-04'00'

Name: Dorothy Yee

Title: Manager, Procurement Services and
Subaward Administration

Date: _____

By: _____

Name: Rabiou CISSE

Title: President

Date: October 26, 2020



ATTACHMENTS

Attachment A
Subaward Proposal

Subaward Proposal, including current annual budget, will be incorporated here.

Attachment B
Grant Technical and Financial Reporting Form

Attachment C

Standard Provisions for Non-U.S. Nongovernmental Organizations [revised 8/1/2019]

A Mandatory Reference for ADS Chapter 303