



AGREEMENT
No. **[NUMBER]**

between

**CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS**

and

[NAME OF VENDOR]

for work performed under

USAID Award No. [NUMBER]

AGREEMENT, dated as of **[MONTH]** **[DAY]**, **[YEAR]** (the “**Effective Date**”), by and between:

Catholic Relief Services - United States Conference of Catholic Bishops (“CRS”), a nonprofit corporation organized under the laws of the District of Columbia, United States of America (“**United States**”), with offices at 228 West Lexington Street, Baltimore, Maryland 21201, United States and registered under the laws of **[INSERT OFFICIAL NAME OF COUNTRY]** (“**[INSERT COMMON NAME OF COUNTRY]**” or the “**Host Country**”) and acting through its office at **[INSERT ADDRESS OF CRS OFFICE IN THE HOST COUNTRY]**

and

[NAME OF VENDOR], (the “**Vendor**”), a **[TYPE OF LEGAL ORGANIZATION]** organized under the laws of **[JURISDICTION]**, with offices at **[ADDRESS]**.

WITNESSETH THAT:

WHEREAS, CRS received Award Number **[NUMBER]** dated **[INSERT DATE WHEN FEDERAL AWARD WAS SIGNED BY THE AUTHORIZED OFFICIAL OF THE FEDERAL AWARDING AGENCY]** (the “**Award**”) from the United States Agency for International Development **[INSERT AS APPLICABLE]**, acting through the **[INSERT MISSION, OFFICE OR BUREAU NAME]** (“**USAID**” or the “**Donor**”) for the implementation of the program entitled “**[TITLE]**” (the “**Program**”);

WHEREAS, this agreement, including the attachments hereto (the “**Agreement**”) is funded by USAID under the Award and, therefore, the Vendor’s performance under this Agreement is subject to various terms and conditions required by USAID and the Award as set forth herein;

WHEREAS, the Vendor submitted an offer to supply the products listed in **Attachment 1** (the “**Products**”) dated **[MONTH]** **[DAY]**, **[YEAR]** (the “**Tender Documentation**”);

[INSERT AS APPLICABLE]: WHEREAS, the Tender Documentation is included in **Attachment 1**;

WHEREAS, CRS desires to engage the Vendor to provide the Products as specified in this Agreement; and

WHEREAS, the Vendor desires to support the Program by providing the Products in accordance with the terms and conditions of this Agreement, the requirements of the Donor and applicable law;

Now therefore, in consideration of the foregoing recitals, the respective covenants, commitments and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRS and the Vendor (together the “**Parties**” and each a “**Party**”), intending to be legally bound, incorporate the foregoing Recitals in the Agreement as if fully detailed below, and hereby agree as follows:

I. TERM

A. The term of this Agreement (the “**Term**”) is from the Effective Date to [MONTH] [DAY], [YEAR], unless this Agreement is terminated in accordance with Section XXI, (such final date of the Term being referred to herein as the “**End Date**”).

B. As used in this Agreement, the “**Standard Provisions**” refer to the Mandatory Standard Provisions for U.S. Nongovernmental Organizations (the “**Mandatory Standard Provisions**”) and the Required As Applicable Standard Provisions For U.S. Nongovernmental Organizations (the “**RAA Standard Provisions**”).

II. PRODUCTS

A. During the Term, the Vendor hereby agrees to sell and deliver to CRS, and CRS hereby agrees to purchase and receive from the Vendor, the Products in the quantities, meeting the specifications and on the terms set forth in **Attachment 1**. CRS shall have the right to inspect the Products.

III. TRANSPORTATION AND DELIVERY

A. The transportation and delivery of the Products shall be made as set forth in **Attachment 1**.

B. Title to the Products shall pass from the Vendor to CRS as set forth in **Attachment 1**.

C. Time is of the essence in the Vendor’s delivery of the Products.

IV. PRICING AND PAYMENTS

A. All payments to be made pursuant by CRS to the Vendor under this Agreement are contingent upon (i) the receipt by CRS from the Donor of funds sufficient to make the respective payment; (ii) the Vendor providing Products that meet the specifications described in this Agreement and are delivered on time and (iii) compliance by the Vendor with the terms of this Agreement. Payment by CRS does not constitute acceptance of the Products or a waiver of any of CRS’ rights or remedies under this Agreement or applicable law.

B. The pricing and payment terms for the Products are set forth in **Attachment 2**.

C. Any payment made by CRS to the Vendor under this Agreement shall be made as described in **Attachment 2**.

D. The Vendor is solely liable for all taxes (including occupational, property, franchise, net or gross income), duties, license fees and other official taxes, duties and fees of whatever nature, arising out of, or relating to, the Vendor, the Vendor’s representatives or

any payments or other benefits made to, or received by, the Vendor pursuant to, or otherwise in connection with, the making or performance of this Agreement.

V. INVOICES

A. The Vendor shall submit invoices (each, an “**Invoice**”) to CRS as described in **Attachment 2**. At CRS’ request, the Vendor shall also promptly submit any supporting documentation that may be reasonably required by CRS. CRS shall not be deemed to have waived any of the terms or conditions of this Agreement by failing to object to a provision in, or attached to, any Invoice or other document submitted by the Vendor. Any terms and conditions of any such Vendor document which conflict with, are inconsistent with or are in addition to the terms and conditions of this Agreement shall not be binding on CRS and shall be inapplicable.

B. Each Invoice shall (i) be signed by the Vendor’s authorized representative; (ii) be in a format provided by CRS, if applicable and (iii) contain a certification as follows:

By signing below and as a condition of receiving payment, the Vendor certifies that: (i) all information provided in this invoice is current and correct; (ii) payment of the sum claimed is due and owing under the Agreement between the Vendor and CRS numbered [NUMBER] (the “**Agreement**”) in that the Vendor has delivered the Products invoiced herein in a satisfactory and timely manner; (iii) all requirements under the Agreement have been met and all provided certifications remain valid; (iv) appropriate refund will be made to CRS in the event of noncompliance with the provisions of the Agreement; and (v) detailed supporting information as CRS may require will be furnished promptly upon request.

C. Each Invoice shall be processed by CRS within the number of days specified in **Attachment 2** after the later of (i) the receipt of the Invoice and any other supporting documentation reasonably requested by CRS and (ii) the inspection by CRS of the Products. CRS reserves the right to withhold the processing of the Invoice subject to CRS’ inspection of the Products.

VI. REPORTING

A. To assist CRS in managing the Program, the Vendor agrees to remain in regular email and telephone contact with CRS throughout the Term.

VII. WARRANTIES AND UNDERTAKINGS RELATED TO THE PRODUCTS

A. The warranties and undertakings related to the Products are set forth in **Attachment 1**.

VIII. CODES OF CONDUCT

A. The Vendor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, agent or board member with a real or apparent conflict of interest may participate in the selection, award or administration of a contract supported by the Award. A conflict of interest includes when the employee, officer, agent or board member, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent and board member of the Vendor shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors. However, the Vendor may set standards for situations where the financial interest is not substantial or a

gift is an unsolicited item of nominal value. The Vendor's standards of conduct shall also provide for disciplinary actions to be applied for violations by its employees, officers, agents or board members.

B. If the Vendor has a parent, affiliate or subsidiary organization, the Vendor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate or subsidiary organization, the Vendor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

C. The Vendor agrees to comply with the CRS Supplier Code of Conduct set forth in **Attachment 3**.

IX. COMMUNICATION WITH THE DONOR AND BRANDING

A. CRS will be responsible for all communications with the Donor on issues related to the Program and this Agreement. The Vendor will not communicate directly with the Donor concerning the Program or this Agreement and will always channel communications regarding the Program or this Agreement through CRS.

B. All public announcements or media contact relating to the Program or this Agreement by the Vendor shall be pre-approved by CRS, unless CRS shall otherwise provide in writing. The Vendor shall make such efforts as are feasible and practical to notify CRS prior to responding to unsolicited media inquiries, or, if such notice is not feasible or practical, notify CRS of any inquiry immediately thereafter.

C. The Vendor agrees that it will not, except as required by law, the Donor or this Agreement, use any of the names, trademarks or logos of either the Donor or CRS or its employees in any advertisement, press release, publicity or other printed materials without the prior written consent of CRS.

D. The Vendor shall mark and brand its Program activities and public communications in accordance with (i) the "*Marking and Branding Plan*" contained in **Attachment 3**, (ii) 2 CFR 700.16 (*Marking*), (iii) Mandatory Standard Provision M13. "*Marking and Public Communications under USAID-Funded Assistance (Deviation) (Sep 2025)*" and (iv) CRS' written instructions.

E. As a condition of receipt of this Agreement, marking with the USAID Identity of a size and prominence equivalent to or greater than the Vendor's is required. In the event the Vendor chooses not to require marking with its own identity or logo, USAID may, at its discretion, require marking by the Vendor with the USAID Identity.

X. CONFIDENTIAL INFORMATION

A. "***Confidential Information***" means any information (written, oral or observed) relating to CRS': (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) relationships with any governmental entity. Confidential Information also includes information specifically designated confidential by CRS or that the Vendor knows or reasonably should know is not generally known to the public. Confidential Information does not include any information that is generally known to the public or readily ascertainable from publicly available sources.

B. The Vendor understands and agrees that during the Term and thereafter, it may receive or become aware of Confidential Information. The Vendor agrees, for the Term and thereafter, to keep such information confidential, and further agrees not to communicate,

divulge, disclose or otherwise use, directly or indirectly, any Confidential Information, except to the extent required for the performance of its duties under this Agreement. The Vendor shall take all reasonable measures necessary to enforce these obligations with respect to its employees. This provision does not prohibit the Vendor and its employees, subawardees and contractors from reporting fraud, waste or abuse or meeting any other obligation described in applicable law, regulation or the Standard Provisions.

XI. PUBLICITY, USE OF NAME AND LOGO

A. All public announcements or media contact relating to the Program or this Agreement by the Vendor shall be pre-approved by CRS, unless CRS shall otherwise provide in writing. The Vendor shall make such efforts as are feasible and practical to notify CRS prior to responding to unsolicited media inquiries, or, if such notice is not feasible or practical, notify CRS of any inquiry immediately thereafter.

B. The Vendor agrees that it will not, except as required by law, any governmental agency or this Agreement, use any of the names, trademarks, or logos of either the Donor or CRS or its employees in any advertisement, press release, publicity or other printed materials without the prior written consent of CRS.

XII. RECORD RETENTION, ACCESS AND INSPECTIONS

A. The Vendor must retain all records related to this Agreement for three years from the date of submission of its final financial report in compliance with the requirements of 2 CFR 200.334 through 338 (*Record Retention and Access*). Records to be retained include, but are not limited to, financial records, supporting documentation and statistical records (the “**Records**”). The period during which the Vendor must retain the Records shall be adjusted as set forth below:

1. The records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken if any litigation, claim or audit is started before the expiration of the three-year period.
2. When the Vendor is notified in writing by the Donor, CRS, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs to extend the retention period.
3. The records for property and equipment acquired with the support of funding provided under this Agreement must be retained for three years after final disposition.
4. The three-year retention requirement does not apply to the Vendor when Records are transferred to or maintained by the Donor.
5. If applicable, as set forth in 2 CFR 200.334(e) regarding Records for Program Income transactions after the Term.
6. If applicable, as set forth in 2 CFR 200.334(f) regarding certain expense and accounting computations.
7. If applicable law or another Federal agency, such as the U.S. Department of the Treasury’s Office of Foreign Assets Control, requires a longer retention period for the Records.

B. Each of CRS and the Donor and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. The Vendor hereby consents to any monitoring that CRS or the Donor may require, including, but not limited to, site visits, periodic reviews, audits and other monitoring activities or requirements.

C. The Vendor shall provide right of access (the “**Right of Access**”) to the Donor, Inspectors General, the Comptroller General of the United States and CRS, or any of their authorized representatives, to the Records and any other documents or papers of the Vendor

which are pertinent to the Award or the Vendor's performance under this Agreement to perform audits, execute site visits or for any other official use. The Right of Access also includes timely and reasonable access to the Vendor's personnel for the purpose of interview and discussion related to such documents or this Agreement or the Award in general. The Right of Access is not limited to the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. Furthermore, the Vendor agrees to comply with any request for the transfer of certain Records by the Donor. The Right of Access, regardless of whether exercised, does not relieve the Vendor of its obligations under this Agreement.

XIII. COMPLIANCE AND CERTIFICATIONS

A. General

1. The Vendor shall comply with all laws, regulations and orders applicable to its performance under this Agreement, including, without limitation, the regulations identified in **Attachment 4** (the "**Identified Regulations**"). The Identified Regulations are hereby incorporated into this Agreement by reference. In addition, the Vendor shall further enforce these obligations, as applicable, with its respective contractors and include these obligations in any agreement with such contractors. The Vendor shall obtain and maintain in a timely and effective manner all licenses, permits, registrations and governmental approvals necessary to successfully implement the Program.

2. Pursuant to 2 CFR 200.113 (*Mandatory disclosures*) and Mandatory Standard Provision M28 "*Mandatory Disclosures (December 2025)*", the Vendor must promptly disclose whenever, in connection with the Award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Donor, the Donor's Office of Inspector General and CRS. The Vendor is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 CFR 200. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 (*Remedies for noncompliance*).

B. Prohibition against corruption

1. The Vendor and the Vendor's representatives shall not commit or appear to commit any corrupt (including offering, giving, receiving or soliciting anything of value to influence the actions of any public official) or fraudulent (including misrepresentation of facts to influence a procurement practice) action or practice.

2. The Vendor represents, warrants, and covenants to CRS that the Vendor has not and will not engage in activities that violate the U.S. Foreign Corrupt Practices Act ("**FCPA**") or cause CRS to be exposed to scrutiny or liability under the FCPA. Should the Vendor become aware or have reason to know of any activities violating the FCPA, the Vendor shall immediately inform CRS in writing of such knowledge or reasonable suspicion. The Vendor hereby represents, warrants, and covenants to CRS that no ownership interest, direct or indirect, in the Vendor is held or controlled by a foreign official and agrees to inform CRS in writing if at any time during this Agreement this representation, warranty and covenant changes. If CRS believes in good faith that the Vendor has acted in any way that may subject CRS to scrutiny or liability under the FCPA, CRS may terminate this Agreement immediately without penalty.

<p>INSERT ONE OF THE FOLLOWING OPTIONS BASED ON THE REQUIREMENT OF THE USAID AWARD AND DELETE THE OTHER OPTION</p> <p>OPTION #1</p>

C. Preventing transactions with, or the provision of resources or support to, sanctioned groups and individuals

1. In carrying out activities under this Agreement, except as authorized by a license issued by the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury, the Vendor will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (“**UN**”), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<http://www.treasury.gov/resourcecenter/sanctions/SDNList/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

2. Any violation of the above will be grounds for unilateral termination of the agreement by CRS.

3. The Vendor must include this provision in all subawards and contracts issued under this Agreement.

OR

OPTION #2

C. Preventing transactions with, or the provision of resources or support to, sanctioned groups and individuals

1. In carrying out activities under this Agreement, except as exempt or authorized by a specific license or general license issued by the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of the Treasury, the Vendor must not engage in transactions with, or provide resources or support to, any individual or entity sanctioned by OFAC or the United Nations (“**UN**”), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or on the UN Security Council consolidated list. (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

2. The Vendor must maintain internal controls and exercise reasonable due diligence to comply with the requirements in paragraph (1), including to minimize transactions with, or the provision of resources or support to, any sanctioned individuals or entities where the Vendor relies on any OFAC specific license or general license (for general licenses, see subpart E of each sanctions program in 31 CFR Subtitle B, Chapter V or the OFAC website for the relevant program), which may effectively incorporate relevant authorizations and exemptions by the UN Security Council.

3. If the Vendor becomes aware that any activity funded under this Agreement involves a transaction with, or the provision of resources or support to, any sanctioned individual or entity, including for any transaction covered under a specific license or general license, the Vendor must submit a semi-annual report to CRS by March 1 and September 1 of each year, itemizing the following information for each transaction:

- a. Payments of funds under this Agreement in the form of taxes, tolls and fees to, or for the benefit of, sanctioned individuals or entities. For each payment, the Vendor will make best efforts to include details about the amount paid, the approximate date and location of the payment, the name of the individual or entity receiving the payment, a description of how such payment facilitated the assistance activities and remedial steps, if any, taken to address the issue;

- b. Any diversions of funds, supplies or services, under this Agreement by sanctioned individuals or entities. For each diversion, the Vendor will make best efforts to include details about the circumstances of the diversion, the name of the individual or entity causing the diversion, estimated value diverted, the approximate date and location of the diversion, description and intended destination and remedial steps, if any, taken to address the issue; and
- c. Any relevant additional information the Vendor deems appropriate on obstacles to the provision of assistance under this Agreement.

4. If there were no known payments to, or diversions by, a sanctioned individual or entity during the reporting period, the Vendor must submit a written statement to this effect to CRS for that period under paragraph (3).

5. The Vendor must retain records related to any transaction reported under paragraph (3) for at least 5 years after the date of any subject transaction. This recordkeeping requirement is in addition to any recordkeeping requirement described in Section XII.

6. Any violation of the above will be grounds for unilateral termination of this Agreement by CRS.

7. The Vendor must include this provision in all subawards and contracts issued under this Agreement. The Vendor is responsible for the submission of any reporting on behalf of its subrecipients and contractors to CRS as required under this provision.

D. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Vendor hereby certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in U.S. Federal assistance programs or activities.

E. Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

1. As a condition for this Agreement, it is understood by CRS and affirmed by the Vendor that the Vendor has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- a. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
- b. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
- c. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- d. Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use

- of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
- e. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
- f. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

F. Prohibition against trafficking in persons

1. The Vendor, its employees, contractors at any tier, subrecipients under this Agreement and subrecipient and contractor employees must not engage in:
 - a. Severe forms of trafficking in persons during the period of the Award;
 - b. Procurement of a commercial sex act during the period of performance of the Award;
 - c. Use of forced labor in the performance of this Agreement; or
 - d. Acts that directly support or advance trafficking in persons, including the following acts:
 - i. destroying, concealing, removing, 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:
 - (1) exempted from the requirement to provide or pay for such return transportation by the Donor; or
 - (2) 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 recruited employees a placement or recruitment fee or
 - v. providing or arranging housing that fails to meet the Host Country housing and safety standards.
2. CRS may terminate this Agreement without penalty or take any remedial actions authorized by 22 U.S.C. 7104b(c) if the Vendor under this Agreement:
 - i. is determined to have violated a prohibition in paragraph (1);
 - ii. has an employee that is determined to have violated a prohibition in paragraph (1) through conduct that is either:
 - (1) associated with the performance under this Agreement or
 - (2) imputed to the Vendor or its lower-tier subrecipients or contractors using the standards and due process for imputing the conduct of an individual to an organization

that are provided in 2 CFR 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, as implemented by USAID at 2 CFR 780.

3. CRS’ right to unilaterally terminate this Agreement without penalty is in addition to all other remedies for noncompliance that are available to CRS under this Agreement and any applicable regulation.

4. If the Vendor receives any credible information regarding a violation of this Section XIII.F, the Vendor must immediately notify CRS in writing and must fully cooperate with any CRS or USG agencies responsible for audits, investigations or corrective actions relating to trafficking in persons.

5. For purposes of this Section XIII.F:

- a. “*Abuse or threatened abuse of law or legal process*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.
- b. “*Coercion*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:
 - (i) Threats of serious harm to or physical restraint against any person;
 - (ii) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person or
 - (iii) The abuse or threatened abuse of the legal process.
- c. “*Commercial sex act*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means any sex act on account of which anything of value is given to or received by any person.
- d. “*Debt bondage*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
- e. “*Employee*” means either: (i) an individual employed by the Vendor or one of its lower-tier contractors or subrecipients who is engaged in the performance of the project or program under this award; or (ii) another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- f. “*Involuntary servitude*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), includes a condition of servitude induced by means of:
 - (i) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person or another person would suffer serious harm or physical restraint or

- g. (ii) The abuse or threatened abuse of the legal process
- “*Recruitment Fee*” means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee. Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for:
- (i) Advertising;
 - (ii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iii) Processing applications and petitions;
 - (iv) Acquiring visas, including any associated fees;
 - (v) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vi) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (vii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (viii) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (ix) Government-mandated fees, such as border crossing fees, levies, or worker welfare fund;
 - (x) Transportation and subsistence costs:
 - (1) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (2) From the airport or disembarkation point to the worksite;
 - (a) Security deposits, bonds, and insurance and
 - (b) Equipment charges.

A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is:

- (a) Paid in property or money;
- (b) Deducted from wages;
- (c) Paid back in wage or benefit concessions;
- (d) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute or
- (e) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to:
 - (i) Agents;
 - (ii) Labor brokers;
 - (iii) Recruiters;
 - (iv) Staffing firms (including private employment and placement firms);
 - (v) Subsidiaries/affiliates of the employer
 - (vi) Any agent or employee of such entities; and
 - (vii) Subcontractors at all tiers.

- h. “*Severe forms of trafficking in persons*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:
 - i. Sex trafficking in which a commercial sex act is induced by force, fraud or coercion or in which the person induced to perform such act has not attained 18 years of age; or
 - ii. The recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
- i. *Sex trafficking*,” as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.
- j. Terms not defined in this provision have the same meaning as provided in 2 CFR 200, subpart A.

6. The Vendor must include this provision in all subawards and contracts issued under this Agreement.

G. Certification Regarding Lobbying

- 1. The Vendor certifies, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal cooperative agreement, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the Award, the Vendor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-awardees shall certify and disclose accordingly.
 - d. The Vendor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code.

H. Other

- 1. In the course of implementing its obligations under this Agreement, the Vendor shall not engage in transactions with, or source goods or services from, any individual or organization that is or is 50% or more owned by one or more individuals or organizations that are: (i) on the Specially Designated Nationals and Blocked Persons List

(the “**SDN List**”) maintained by the U.S. Treasury Department's Office of Foreign Assets Control (“**OFAC**”), (ii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive economic sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea, Luhansk or Donetsk Regions of Ukraine or (iii) otherwise subject to comprehensive sanctions administered by OFAC, the United Nations, HM Treasury, the European Union or any other relevant sanctions authority, unless doing so would be otherwise permitted by a specific or general license provided by OFAC and other relevant authorities. In addition, in the course of implementing its obligations under this Agreement, the Vendor agrees to comply with any applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce.

2. The Vendor agrees to comply with the applicable provisions of Appendix II to 2 CFR 200, which provisions are incorporated herein by reference.

3. The Vendor shall comply with the whistleblower protections provided by applicable law as well as the requirements set forth in Mandatory Standard Provision M24 “*Pilot Program for Enhancement of Grantee Employee Whistleblower Protections (August 2024)*”.

4. The Vendor shall, upon CRS’ request, execute and deliver to CRS all representations, certificates and other documents and take all such other actions that may be required by (i) the Donor or (ii) U.S. or other applicable laws and regulations.

5. Effective August 13, 2020, 2 CFR 200.216 implemented the statutory prohibition 889(b)(1) that prohibits the use of award funds, including direct and indirect costs, cost-share and program income, to procure covered telecommunication and video surveillance services or equipment. The Vendor agrees to comply with the requirements of 2 CFR 200.216 (*Prohibition on certain telecommunication and video surveillance equipment or services*) and Mandatory Standard Provision M31 “*Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2024)*”.

XIV. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Representations and Warranties

1. The Vendor represents and warrants to CRS the following:
 - a. The Vendor is a legal entity validly existing under the laws of the jurisdiction in which it was formed.
 - b. This Agreement has been duly authorized, executed and delivered by the Vendor and constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms.
 - c. The Vendor’s activities are operated in compliance with applicable law.
 - d. There are no claims, investigations or proceedings in progress or pending or threatened against the Vendor which, if determined adversely, would have a material adverse effect on the capacity of the Vendor to perform its obligations under this Agreement.
 - e. The Vendor has all the necessary power, authority and legal capacity to (i) own and operate its assets; (ii) perform its obligations hereunder and operate in the country or countries in which its obligations are to be performed and (iii) execute and deliver this Agreement.

- f. Neither the Vendor nor any of its officers, directors, employees or agents has misrepresented or omitted facts in order to influence the procurement of the Products or the execution of this Agreement.
- g. The Vendor represents and warrants that (i) neither it, nor its director(s) or officer(s) is designated on any list of restricted parties under relevant sanctions constraints applicable to this Agreement, including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identifications List or Foreign Sanctions Evaders List; Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; the Consolidated List of Parties Subject to UK Asset-Freezing Sanctions, the Consolidated List of Persons Subject to Sanctions Under Article 5 of European Council Regulation No. 833/2014, or the Consolidated List of Persons Subject to UK-Russia Investment Sanctions, and relevant sanctions lists maintained by the United Nations Security Council (collectively, a "**Restricted Party**"), and (ii) it is not owned 50% or more, individually or collectively, or controlled by any Restricted Party.
- h. The Vendor has no immunity (i) from jurisdiction of any court of any jurisdiction in which it owns or leases property or assets or (ii) from jurisdiction of any court of the United States or the country or countries in which the Program is to be substantially performed or any political subdivision thereof or (iii) from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property and assets or this Agreement or actions to enforce judgments in respect thereof.
- i. The information provided by the Vendor in the Tender Documentation is accurate and complete.

B. Covenants

- 1. The Vendor covenants and agrees with CRS the following:
 - a. The person signing this Agreement or any documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.
 - b. The Vendor shall immediately provide written notice to CRS of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Vendor or any of its sub-contractors to perform the Vendor's obligations under this Agreement.
 - c. The Vendor shall comply with applicable law when performing its obligations under this Agreement.
 - d. The Vendor will notify CRS promptly in the event that the representation in Section XIV.A.1.g is no longer fully accurate.

C. Other

- 1. The representations and warranties of the Vendor made pursuant to this Agreement are given (a) as of the Effective Date; (b) as of the date upon which this Agreement is signed and (c) as of each date upon which an Invoice is received by CRS from the Vendor.

XV. PROCUREMENT

- A. In performing its obligations under this Agreement, the Vendor shall abide by all procurement requirements set forth in the Identified Regulations, including, but not limited

to, the requirements contained in 2 CFR 200.317 through 327 (*Procurement Standards*) [INSERT AS APPLICABLE: , 22 CFR 228] and the Standard Provisions.

[INSERT ONE OF THE FOLLOWING OPTIONS AND DELETE THE OTHER OPTION. IF THE SECOND OPTION IS USED, PLEASE INCLUDE THE SELECT AWARD PROVISIONS IN ATTACHMENT 4.]

B. The authorized geographic code for the procurement of goods and services under this Agreement is [INSERT CODE].

OR

B. Select Award provisions related to the authorized geographic code for the procurement of certain goods and services under this Agreement are contained in **Attachment 4**. The Vendor agrees to comply with these provisions. If the Vendor plans to procure goods or services under this Agreement that are not addressed by the provisions in **Attachment 4**, the Vendor will contact CRS for information on applicable authorized geographic codes prior to initiating the procurement.

XVI. INDEPENDENT CONTRACTOR STATUS

A. The Vendor agrees to perform its obligations hereunder solely as an independent contractor. The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. The Parties expressly disclaim any agency, partnership, joint venture, franchise or relationship of employer and employee between them, agree that they are acting solely as autonomous entities hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. The Vendor is not authorized to enter into or commit CRS to any agreements of any kind and the Vendor shall not represent itself as the agent or legal representative of CRS.

B. The Vendor shall be solely responsible for (i) its employees and agents for all aspects of the employment relationship, including, but not limited to, paying salaries, benefits, social contributions and taxes and any required disciplinary action; (ii) injuries to the Vendor's employees and agents and (iii) any injuries to others caused by the Vendor's employees and agents. The Vendor and its employees and agents shall not claim to be employees of CRS, and as a result, shall in no case claim any rights granted to CRS employees.

XVII. INDEMNIFICATION

A. The Vendor assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation or activity on the part of the Vendor, its subcontractor(s), vendor(s), agent(s), director(s) or employee(s) in connection with this Agreement. The Vendor further agrees to defend, indemnify and hold harmless CRS and its officers, agents, contractors, directors and employees, from all loss, claims, liabilities, suits, actions, proceedings, damages, cost, expense (including charges, disbursements and fees of counsel) and obligations of any kind that may be incurred by CRS or asserted against CRS, by or on behalf of any person on account of, or resulting from, arising out of or in any way connected with the operation or performance of, or failure to perform, any duty, obligation, or activity on the part of the Vendor, its subcontractor(s), vendor(s), agent(s), director(s) or employee(s) in connection with this Agreement.

XVIII. FORCE MAJEURE

A. Neither Party shall be liable in damages for any failure to perform its obligations hereunder if such delay or default is caused by conditions beyond its control, including acts of God (including flood, earthquake, hurricane or other natural disasters), terrorist activities, civil war, embargo, strike or similar events beyond the reasonable control of the Party whose performance is affected in relation to this Agreement ("**Force Majeure**").

B. The Party whose performance is prevented by Force Majeure shall, as soon as reasonably practicable, inform the other Party of the impediment and the effects thereof. As of the date of such notice, this Agreement shall be suspended. The Party whose performance is prevented by Force Majeure shall exercise its best efforts to remedy the events of the Force Majeure and shall give written notice to the other Party indicating the date of reinstatement of performance under this Agreement. If the suspension continues uninterrupted for sixty (60) calendar days, CRS may immediately terminate all or a portion of the Agreement upon prior written notice to the Vendor.

XIX. AMENDMENT

A. No amendment, change, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of the Parties. Such written amendment, change, waiver or modification shall be strictly limited to its terms, and shall not be deemed to waive, qualify, limit or modify any other provision of this Agreement. Notwithstanding the foregoing, the Vendor agrees to comply with any unilateral amendment to this Agreement made by CRS, when such amendment is made to reflect requirements imposed on CRS by applicable law or the Donor.

XX. DISPUTE RESOLUTION

**[INSERT ONE OF THE FOLLOWING OPTIONS AND DELETE THE OTHER OPTION]
[IF THE VENDOR IS LOCATED IN THE U.S. INSERT:]**

A. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association (AAA) by one or more arbitrators appointed in accordance with the said Arbitration Rules and the provisions of this Section. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

[IF THE VENDOR IS LOCATED OUTSIDE THE U.S. INSERT:]

A. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association (AAA), in accordance with the International Bar Association's Rules of Evidence, by one or more arbitrators appointed in accordance with the said International Arbitration Rules and the provisions of this Section. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over

the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

B. The arbitrator(s) shall have the discretion to hear and determine at any stage of the arbitration any issue asserted by any Party to be dispositive of any claim or counterclaim, in whole or part, in accordance with such procedure as the arbitrator(s) may deem appropriate, and the arbitrator(s) may render an award on such issue.

C. The award shall be rendered within nine (9) months of the appointment of the arbitrator(s), unless the arbitrator(s) determine that the interest of justice requires that such limit be extended. The arbitration shall conclude and the dispute resolved by issuance of a written decision which may include, as appropriate, a monetary award, but not a penalty or punitive, consequential or exemplary damages, however described. An arbitral tribunal constituted under this Agreement may, unless consolidation would prejudice the rights of any party, consolidate an arbitration hereunder with an arbitration under related agreements if the arbitration proceedings raise common questions of law or fact. If two or more arbitral tribunals under these agreements issue consolidation orders, the order issued first shall prevail.

D. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party hereby waives all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.

E. The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

F. To the extent that the Vendor has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Vendor hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

XXI. TERMINATION OR SUSPENSION

A. CRS may suspend or terminate this Agreement without penalty, in whole or in part:

1. If the Award, or the funding related thereto, is suspended or terminated in whole or in part for any reason;
2. If the Vendor fails to comply with or breaches any of the material terms or conditions of this Agreement, including, but not limited to, the Vendor's failure to deliver the Products by the Delivery Date;

3. If the Vendor is unable to carry out its obligations under this Agreement in a satisfactory or timely manner; or
4. At its convenience and without fault of the Vendor.

B. The Vendor may suspend or terminate this Agreement if CRS fails to pay the Vendor in accordance with the terms of this Agreement.

C. CRS shall provide a notice of termination or suspension to the Vendor. Suspension or termination under (A)(1) or (A)(2) of this section is effective immediately upon the termination or suspension of the Award, upon the termination or suspension of funding or upon the material breach as set forth in the notice of termination or suspension. The notice of termination or suspension issued pursuant to (A)(3) of this section shall (i) describe the breach and (ii) state CRS's intention to terminate or suspend this Agreement. If the Vendor does not cure or substantially cure the breach or regain its ability to fulfill its obligations under this Agreement within fifteen (15) calendar days after receipt of notice (the "**Cure Period**"), or within any longer period approved in advance by CRS in writing, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period. Suspension or termination under (A)(4) of this section is effective upon thirty (30) calendar days written notice to the Vendor. If this Agreement is terminated for the Vendor's failure to comply with the Federal statutes, regulations or terms and conditions of this Agreement, the Vendor is hereby notified that such termination decision may be considered in evaluating future applications received from the Vendor.

D. The Vendor may suspend or terminate this Agreement under (B) of this section by giving notice to CRS. This notice shall (i) describe the failure and (ii) state the Vendor's intention to suspend or terminate this Agreement. If CRS does not cure or substantially cure the failure to pay the Vendor in accordance with the terms of this Agreement within the Cure Period, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period.

E. CRS shall pay for all Products delivered and accepted by CRS at the time this Agreement is terminated.

F. The initiation of suspension in accordance with this section shall not preclude subsequent termination in accordance with the terms contained herein.

G. Following the expiration or termination of this Agreement, regardless of the reason for termination, the Vendor shall diligently proceed to complete all the final requirements outlined herein or required by applicable law or regulation.

XXII. NOTICES

A. Except as otherwise specifically provided under this Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as, and directed to, the person(s) set forth in **Attachment 5**. All notices and other communications shall be effective when delivered and will be considered delivered (i) when sent if personally delivered, (ii) when sent if sent by facsimile to the correct fax number, (iii) when sent if sent by email to the correct email address or (iv) upon receipt when dispatched by courier, return receipt requested. Each Party shall have the right to change its contact person or address for notice hereunder.

XXIII. GOVERNING LAW

A. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, United States (without reference to the conflicts of laws rules thereof).

The Provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.

XXIV. ASSIGNMENT

A. The Vendor shall not transfer, assign, subcontract or subaward any or all of its interest in this Agreement without the prior written consent of CRS. Any transfer, assignment, sub-contracting or subawarding made by the Vendor in violation of this Agreement shall be null and void.

B. All terms and conditions of this Agreement shall be binding upon the Parties hereto, their personal representatives, successors and approved assigns.

XXV. SEVERABILITY

A. If any one or more provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

XXVI. SURVIVAL

A. The rights and obligations pursuant to Section VII (Warranties and Undertakings Related to the Products), Section X (Confidential Information), Section XII (Record Retention, Access and Inspections), Section XVII (Indemnification), Section XX (Dispute Resolution), Section XXIII (Governing Law) and any other provision of this Agreement that is by its nature intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

XXVII. COUNTERPARTS

A. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered electronically or by facsimile to the same extent as a counterpart with an original signature.

XXVIII. ENTIRETY OF AGREEMENT

A. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not included herein shall be of any force or effect.

XXIX. WAIVER

A. The failure by CRS to invoke or enforce any provision of this Agreement shall in no way be considered a waiver of such provision or in any way affect the validity of this Agreement.

XXX. HEADINGS

A. Any headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

XXXI. LANGUAGE

A. This Agreement has been made in the English language and only this English language version of this Agreement is binding. Any translation of this Agreement into another language, regardless of the source of such translation, is solely for convenience of the Parties. In the event of any discrepancy between this Agreement and any such convenience translation, this English language version shall control.

* * * *

[Remainder of this page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused this Agreement to be properly executed by their duly authorized representatives as of the Effective Date.

**CATHOLIC RELIEF SERVICES -
UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

[INSERT VENDOR'S LEGAL NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1

[Insert]

Attachment 2

Pricing, Invoice and Other Payment Information

I. Pricing

[INSERT PRICING INFORMATION]

II. Invoices

Frequency	[]
Deadline for submission	[]
Content	[]
Accompanying Documentation	[]
Article V.C Processing Time	[]

III. Other Payment Information

[INSERT]

IV. Payment Instructions

(To Be Completed by Payee or Vendor)

To ensure prompt and accurate payments, CRS needs complete and accurate payment instructions. If you have any questions while filling out this form, or if you have a special situation, please contact Global Treasury at Wires@crs.org or Accounts Payable at HQPOLInvoices@crs.org for assistance. Please supply contact name and email if we have any questions when setting up your payment method.

Contact Name Email

Please select **ONE** payment method to be used when making payments under the agreement. Choose either (A) Check, (B) ACH – electronic deposit, or (C) Wire Transfer.

A) **Paper Checks** – For United States locations only:

Please supply a US mailing address

ATTENTION

PO BOX OR STREET

CITY / STATE / ZIP

----- OR -----

B) **ACH Electronic Deposit** – For electronic payments to United States banks. Please make sure to enter correct account numbers to avoid delays: **All fields are required!**

Bank Name (Must be a United States location):

Bank Branch Physical Address:

Routing or Bank Branch Number (must be nine digits):

Account Number:

----- OR -----

C) **Wire Payments to OVERSEA'S BANKS** (for **US Banks**, please use ACH method above): Required fields are mandatory; most European banks also require an IBAN (International Bank Account Number) to complete the payment.

Bank Name:	Required	<input type="text"/>
Branch Address:	Required	<input type="text"/>
Account Name:	Required	<input type="text"/>
Account Number:	Required	<input type="text"/>
Account IBAN:	For European Banks	<input type="text"/>
Swift or BIC Code:	Required	<input type="text"/>

Attachment 3 Supplier Code of Conduct

SUPPLIER / SERVICE PROVIDER CODE OF CONDUCT

Catholic Relief Services (CRS) has committed to the principles of responsible sourcing and we expect our suppliers and service providers to fully follow the applicable contractual obligations to include CRS terms & conditions, local and relevant/otherwise applicable laws and to adhere to internationally recognized environmental, social, and corporate governance standards. We also expect our suppliers to implement these standards with their suppliers and subcontractors, as inspired by the [United Nations Global Compact initiative](#), the [United Nations Guiding Principles and Human Rights](#), the [International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#), [ETI Base Code](#), and applicable [CRS' Policies, Procedures and Standards](#).

1) SOCIAL

- Prohibit all forms of harassment, sexual harassment, [exploitation and abuse](#), including sexual exploitation and abuse, and [trafficking in persons](#).¹ All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse regardless of local age of consent.
- Have mechanisms in place to actively prevent, address, and respond to harassment, sexual harassment, exploitation and abuse, including sexual exploitation and abuse, and trafficking in persons.
- Support the protection of internationally proclaimed human rights and prohibit forced, bonded, and involuntary labor and child labor.
- Do not recruit or employ children under the age of 15 years. Do not recruit or employ children under 18 years for work that is mentally or physically dangerous or interferes with schooling.
- Treat employees with dignity and respect and supply a workplace that is safe and hygienic, complies with national laws, and is free from discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.
- Provide accessible and confidential reporting mechanisms for employees and other stakeholders to report concerns or suspicions of any forms of harassment, abuse and exploitation described above and potentially unlawful practices by management or employees.
- Commit to protecting reporters or whistleblowers from retaliation.
- Uphold the freedom of association and the right to collective bargaining as set out within applicable laws.
- Ensure wages and working hours meet national legal standards.

2) GOVERNANCE

- Abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.
- Consider business integrity as the basis of business relationships.
- Prohibit all types of bribery, corruption, money laundering and terrorism financing
- Forbid gifts to private or public officials that aim to influence business decisions or otherwise encourage them to act contrary to their obligations.
- Respect the privacy and confidential information of all your employees and business partners as well as protect data and intellectual property from misuse.
- Have data protection and managements standards in place that address data collection, safeguarding, sanitation and disposal. The data owner is aware of the data provision terms and conditions and supplies consent as per [CRS Responsible Data Values and Principles](#)
- Implement a proper Compliance Management policy and procedure, which facilitate compliance with applicable laws, regulations, and standards.

¹ Refer to pages 6 and 7 of CRS' Policy on Safeguarding for further details on prohibited exploitative conduct, including procurement of commercial sex, employment practices, and relationships with beneficiaries that are exploitative or abusive.



faith. action. results.

3) ENVIRONMENT

- Follow all applicable environmental, health and safety regulations.
- Promote the safe and environmentally sound development, manufacturing, transport, use and disposal of your products.
- Ensure by using proper management policies and procedures that product quality and safety meet the applicable requirements.
- Protect your employees' and neighbors' life and health, as well as the public at large against hazards inherent in your processes and products.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water, and soil.

Because CRS is a recipient of numerous grants or contracts provided by governmental, public, and private donors, all suppliers and service providers are hereby notified that other donor-specific compliance measures may be included in the legal instrument through which goods or services are procured.

CRS reserves the right to conduct due diligence audits or assessments to ensure your compliance and will take reasonable steps to investigate or otherwise take appropriate action to address concerns. CRS reserves the right to terminate any relationship for non-adherence to the above mention requirements.

Should you have any concerns or suspicions of any forms of harassment, abuse and exploitation described above and in CRS' Safeguarding Policy, illegal or improper conduct, CRS requires you to report through any of the following channels:

- CRS Management
- CRS Whistleblower site: <http://bit.ly/crshotline>
- Email: alert@crs.org
- Phone/Skype: 1-866-295-2632
- Mail: (mark "Confidential")
Attention: General Counsel
Catholic Relief Services
228 W. Lexington Street
Baltimore, MD 21201

Ensuring the principles of sustainable development in our supply chain is important to CRS. We hope that as our partner you show your commitment via compliance with your own code of conduct or company policies that embrace these standards.

In accepting business from CRS in the form of a purchase order, contract, or agreement, you are implicitly accepting your organization's roles and responsibilities outlined in this document.

Attachment 4 **Identified Regulations**

References to “grantee,” “recipient” or similar terms in these Regulations shall be deemed to refer to the Vendor and all references to “Federal Subgranting agency,” “Grant Officer,” “Agreement Officer,” “Agreement Officer Representative,” “USAID,” “the Government” or similar terms shall be deemed to refer to CRS. In replacing these references as set forth above, inconsistencies may develop between the terms and conditions of this Agreement and the Identified Regulations. In the event of any such inconsistencies, the terms and conditions of this Agreement shall control.

THE SECTIONS OF 2 CFR 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AS SET FORTH IN THIS AGREEMENT

2 CFR 200 APPENDIX II – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

[INSERT AS APPLICABLE: 22 CFR 228 – RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES FINANCED BY USAID]

THE SECTIONS OF 2 CFR 700 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AS SET FORTH IN THIS AGREEMENT

2 CFR 780 – NONPROCUREMENT DEBARMENT AND SUSPENSION

22 CFR 216 – ENVIRONMENTAL PROCEDURES

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS (AS SET FORTH IN THIS ATTACHMENT)

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS (AS SET FORTH IN THIS ATTACHMENT)

Instructions

(Please delete these instructions prior to distributing a draft of the Agreement to the vendor.)

A list of the USAID Standard Provisions has been provided below. Please indicate whether the “Required As Applicable” Standard Provisions are applicable or not applicable to this Agreement by placing an “x” in the appropriate box. (This can be done electronically by right-clicking the box, selecting “Properties” and making the appropriate selection under “Default value”.) Please contact the Office of General Counsel if you have any questions.

If the Standard Provisions included in CRS’ agreement with USAID differ from the Standard Provisions listed below, please contact the Office of General Counsel for assistance.

A COPY OF THE STANDARD PROVISIONS MUST BE PROVIDED TO THE VENDOR WITH THIS AGREEMENT. A COPY IS AVAILABLE THROUGH THE SHARED CONTRACTS FOLDER.

The Standard Provisions

The following tables list the titles of the Standard Provisions (version: file name 303maa_123125 dated 12/31/2025). The applicability of each Standard Provision to this Agreement is indicated next to its title. A copy of the Standard Provisions has been provided to the Vendor with this Agreement and additional copies are available from CRS upon request. The Vendor agrees to comply with the terms of the Standard Provisions that apply to this Agreement as set forth below.

All references to “grantee,” “recipient” or similar terms shall be deemed to refer to the Vendor and all references to “Federal Subgranting agency,” “Grant Officer,” “Agreement Officer,” “Agreement Officer Representative,” “USAID,” “the Government” or similar terms shall be deemed to refer to CRS. In replacing these references as set forth above, inconsistencies may develop between the terms and conditions of this Agreement and the Standard Provisions. In the event of any such inconsistencies, the terms and conditions of this Agreement shall control.

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS		
Number	Title	Applicability
M8	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (DECEMBER 2025)	Applicable
M9	DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (AUGUST 2024)	Applicable
M12	INSERT ONE OPTION BASED ON THE REQUIREMENTS OF THE USAID AWARD AND DELETE THE OTHER OPTION OPTION #1 PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020) OPTION #2 PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED ENTITIES AND INDIVIDUALS (AUGUST 2023) [DEVIATION NO. BHA-DEV-ADS-23-01]	Applicable

M13	MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DEVIATION) (SEP 2025)	Applicable
M17	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)	Applicable
M18	OCEAN SHIPMENT OF GOODS (JUNE 2012)	Applicable
M20	TRAFFICKING IN PERSONS (AUGUST 2024)	Applicable
M22	LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)	Applicable
M24	ENHANCEMENT OF RECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTIONS (AUGUST 2024)	Applicable
M26	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)	Applicable
M28	MANDATORY DISCLOSURES (DECEMBER 2025)	Applicable
M31	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (AUGUST 2024)	Applicable
M36	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (DEVIATION) (DEC 2025)	Applicable

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS		
Number	Title	Applicability
RAA1	NEGOTIATED INDIRECT COST RATES – PREDETERMINED (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA2	NEGOTIATED INDIRECT COST RATES – NONPROFIT PROVISIONAL & FINAL (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA3	NEGOTIATED INDIRECT COST RATE – FOR-PROFIT PROVISIONAL & FINAL (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA4	INDIRECT COSTS – DE MINIMIS RATE (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA5	[RESERVED]	
RAA6	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
RAA7	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA8	CARE OF LABORATORY ANIMALS (MARCH 2004)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA9	TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA10	COST SHARING (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA11	PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA12	INVESTMENT PROMOTION (DECEMBER 2022)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA13	REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>

RAA14	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA15	CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA16	CONDOMS (ASSISTANCE) (SEPTEMBER 2014)	Applicable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> The Vendor agrees that this Standard Provision is not applicable because condoms are not part of the Project or Program funded under this Agreement.
RAA17	PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/> If applicable, the Vendor shall not provide any post-exposure pharmaceutical prophylaxis or condoms in the implementation of the Program.
RAA18	[RESERVED]	
RAA19	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA20	STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA21	ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA22	PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA23	[RESERVED]	
RAA24	REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA25	PATENT REPORTING PROCEDURES (DECEMBER 2022)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA26	ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA27	CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2025)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA28	[RESERVED]	
RAA29	[RESERVED]	
RAA30	PROGRAM INCOME (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>
RAA31	NEVER CONTRACT WITH THE ENEMY (AUGUST 2024)	Applicable <input type="checkbox"/> Not Applicable <input type="checkbox"/>

Attachment 5
Notice Information

NOTICES

If to CRS:

Name:
Title:
Address:
Tel:
Fax:
Email:

with a copy to (which shall not be considered notice under this Agreement):

[NAME], [TITLE], [EMAIL ADDRESS]

The Vendor shall send a copy of any notice provided under Section XX by certified or registered airmail, postage prepaid, or internationally recognized air courier to:

General Counsel
Office of General Counsel
Catholic Relief Services – USCCB
228 West Lexington Street
Baltimore, MD 21201 U.S.A.

If to the Vendor:

Name:
Title:
Address:
Tel:
Fax:
Email:

with a copy to (which shall not be considered notice under this Agreement):

[NAME], [TITLE], [EMAIL ADDRESS]